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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **Quarterly Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the quarterly period ended March 31, 2026

OR

☐ **Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Commission File Number: 001-35580



SERVICENOW, INC.

(Exact name of Registrant as specified in its charter)

Delaware	**20-2056195**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification Number)**

ServiceNow, Inc.
2225 Lawson Lane
Santa Clara, California 95054

(Address, including zip code, of Registrant's principal executive offices)

(408) 501-8550
(Registrant's telephone number, including area code)

Not Applicable

(Former name, former address and formal fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common stock, par value $0.001 per share	**NOW**	**The New York Stock Exchange**

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days: Yes ☒ No ☐

Indicate by check mark whether the Registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☒	Accelerated Filer	☐
Non-Accelerated Filer	☐	Smaller Reporting Company	☐
		Emerging Growth Company	☐

If an emerging growth company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of March 31, 2026, there were approximately 1,031 million shares of the Registrant’s Common Stock outstanding.

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Part I

Item 1. Financial Statements

ServiceNow, Inc.
Condensed Consolidated Balance Sheets

(in millions, except number of shares which are reflected in thousands and per share data)

	March 31, 2026	December 31, 2025
Assets	(unaudited)	
Current assets:		
Cash and cash equivalents	$ 2,702	$ 3,726
Marketable securities	2,480	2,558
Accounts receivable, net	1,713	2,627
Current portion of deferred commissions	591	590
Prepaid expenses and other current assets	949	970
Total current assets	8,435	10,471
Deferred commissions, less current portion	1,129	1,114
Long-term marketable securities	2,724	3,771
Strategic investments	1,743	1,542
Property and equipment, net	2,250	2,289
Operating lease right-of-use assets	831	806
Intangible assets, net	1,479	1,121
Goodwill	4,541	3,578
Deferred tax assets	914	1,056
Other assets	335	290
Total assets	$ 24,381	$ 26,038
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	$ 427	$ 204
Accrued expenses and other current liabilities	1,408	1,813
Current portion of deferred revenue	8,030	8,314
Current portion of operating lease liabilities	118	112
Total current liabilities	9,983	10,443
Deferred revenue, less current portion	99	120
Operating lease liabilities, less current portion	822	800
Long-term debt, net	1,491	1,491
Other long-term liabilities	258	220
Total liabilities	12,653	13,074
Commitments and contingencies (Note 17)		
Stockholders' equity:		
Preferred stock, $0.001 par value; 10,000 shares authorized; no shares issued or outstanding	—	—
Common stock, $0.001 par value; shares authorized: 3,000,000; shares issued: 1,069,934 and 1,065,776; shares outstanding: 1,031,308 and 1,047,278	1	1
Treasury stock, at cost (shares held: 38,626 and 18,498)	(5,375)	(3,045)
Additional paid-in capital	11,384	10,747
Accumulated other comprehensive income	7	19
Retained earnings	5,711	5,242
Total stockholders' equity	11,728	12,964
Total liabilities and stockholders' equity	$ 24,381	$ 26,038

See accompanying notes to condensed consolidated financial statements

ServiceNow, Inc.
Condensed Consolidated Statements of Comprehensive Income

(in millions, except number of shares which are reflected in thousands and per share data)
(unaudited)

	Three Months Ended March 31,	
	2026	2025
Revenues:		
Subscription	$ 3,671	$ 3,005
Professional services and other	99	83
Total revenues	3,770	3,088
Cost of revenues[1]:		
Subscription	820	561
Professional services and other	120	90
Total cost of revenues	940	651
Gross profit	2,830	2,437
Operating expenses[1]:		
Sales and marketing	1,216	1,054
Research and development	823	703
General and administrative	288	229
Total operating expenses	2,327	1,986
Income from operations	503	451
Interest income	88	115
Other income (expense), net	82	(11)
Income before income taxes	673	555
Provision for income taxes	204	95
Net income	$ 469	$ 460
Net income per share - basic	$ 0.45	$ 0.44
Net income per share - diluted	$ 0.45	$ 0.44
Weighted-average shares used to compute net income per share - basic	1,035,138	1,034,098
Weighted-average shares used to compute net income per share - diluted	1,039,884	1,046,852
Other comprehensive income (loss):		
Foreign currency translation adjustments	$ (35)	$ 36
Unrealized (losses) gains on marketable securities, net of tax	(20)	14
Unrealized gains (losses) on derivative instruments, net of tax	43	(52)
Other comprehensive income (loss)	(12)	(2)
Comprehensive income	$ 457	$ 458

[1] Includes stock-based compensation as follows:

	Three Months Ended March 31,	
	2026	2025
Cost of revenues:		
Subscription	$ 84	$ 68
Professional services and other	12	11
Operating expenses:		
Sales and marketing	150	148
Research and development	236	185
General and administrative	76	58

See accompanying notes to condensed consolidated financial statements

ServiceNow, Inc.
Condensed Consolidated Statements of Stockholders' Equity

(in millions, except number of shares which are reflected in thousands)
(unaudited)

	Three Months Ended March 31, 2026							
	Common Stock		Treasury Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income	Total Stockholders' Equity
	Shares	Amount	Shares	Amount				
Balance at beginning of the period	**1,065,776**	**$ 1**	**(18,498)**	**$ (3,045)**	**$ 10,747**	**$ 5,242**	**$ 19**	**$ 12,964**
Common stock and treasury stock issued under employee stock plans	4,158	—	26	3	150	—	—	153
Common stock repurchased	—	—	(20,154)	(2,333)	100	—	—	(2,233)
Taxes paid related to net share settlement of equity awards	—	—	—	—	(164)	—	—	(164)
Stock-based compensation	—	—	—	—	547	—	—	547
Equity awards assumed in business combinations	—	—	—	—	4	—	—	4
Other comprehensive loss, net of tax	—	—	—	—	—	—	(12)	(12)
Net income	—	—	—	—	—	469	—	469
Balance at end of the period	**1,069,934**	**$ 1**	**(38,626)**	**$ (5,375)**	**$ 11,384**	**$ 5,711**	**$ 7**	**$ 11,728**

	Three Months Ended March 31, 2025							
	Common Stock		Treasury Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Total Stockholders' Equity
	Shares	Amount	Shares	Amount				
Balance at beginning of the period	**1,040,757**	**$ 1**	**(8,320)**	**$ (1,219)**	**$ 7,401**	**$ 3,494**	**$ (68)**	**$ 9,609**
Common stock and treasury stock issued under employee stock plans	4,003	—	33	4	149	—	—	153
Common stock repurchased	—	—	(1,579)	(298)	—	—	—	(298)
Taxes paid related to net share settlement of equity awards	—	—	—	—	(253)	—	—	(253)
Stock-based compensation	—	—	—	—	470	—	—	470
Other comprehensive loss, net of tax	—	—	—	—	—	—	(2)	(2)
Net income	—	—	—	—	—	460	—	460
Balance at end of the period	**1,044,760**	**$ 1**	**(9,866)**	**$ (1,513)**	**$ 7,767**	**$ 3,954**	**$ (70)**	**$ 10,139**

See accompanying notes to condensed consolidated financial statements

ServiceNow, Inc.
Condensed Consolidated Statements of Cash Flows
(in millions)
(unaudited)

	Three Months Ended March 31,	
	2026	2025
Cash flows from operating activities:		
Net income	$ 469	$ 460
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	258	160
Amortization of deferred commissions	168	145
Stock-based compensation	547	470
Deferred income taxes	102	32
Other	(82)	4
Changes in operating assets and liabilities, net of effect of business combinations:		
Accounts receivable	912	901
Deferred commissions	(195)	(155)
Prepaid expenses and other assets	(42)	(139)
Accounts payable	250	234
Deferred revenue	(278)	(148)
Accrued expenses and other liabilities	(439)	(287)
Net cash provided by operating activities	$ 1,670	$ 1,677
Cash flows from investing activities:		
Purchases of property and equipment	(141)	(205)
Business combinations, net of cash acquired	(1,325)	(18)
Purchases of other intangibles	—	(34)
Purchases of marketable securities	(31)	(1,140)
Purchases of strategic investments	(121)	(4)
Sales and maturities of marketable securities	1,139	1,181
Other	28	3
Net cash used in investing activities	$ (451)	$ (217)
Cash flows from financing activities:		
Proceeds from employee stock plans	153	153
Repurchases of common stock	(2,225)	(298)
Taxes paid related to net share settlement of equity awards	(164)	(253)
Net cash used in financing activities	$ (2,236)	$ (398)
Foreign currency effect on cash, cash equivalents and restricted cash	(5)	5
Net change in cash, cash equivalents and restricted cash	(1,022)	1,067
Cash, cash equivalents and restricted cash at beginning of period	3,732	2,310
Cash, cash equivalents and restricted cash at end of period	$ 2,710	$ 3,377
Cash, cash equivalents and restricted cash at end of period:		
Cash and cash equivalents	$ 2,702	$ 3,369
Restricted cash included in prepaid expenses and other current assets	8	8
Total cash, cash equivalents and restricted cash shown in the condensed consolidated statements of cash flows	$ 2,710	$ 3,377
Supplemental disclosures of other cash flow information:		
Interest paid	$ 11	$ 11
Income taxes paid, net of refunds	$ 38	$ 36
Non-cash investing and financing activities:		
Property and equipment included in accounts payable, accrued expenses and other liabilities	$ 100	$ 56

See accompanying notes to condensed consolidated financial statements

ServiceNow, Inc.
Notes to Condensed Consolidated Financial Statements
(unaudited)

Unless the context requires otherwise, references in this report to "ServiceNow," the "Company," "we," "us," and "our" refer to ServiceNow, Inc. and its consolidated subsidiaries.

(1) Description of the Business

ServiceNow delivers solutions that help public and private organizations govern, secure and manage artificial intelligence ("AI") and digitalize and streamline workflows to drive collaboration, productivity and better experiences across the enterprise. At the core of these solutions is the ServiceNow AI Platform ("Platform"), a robust, cloud-based Platform that facilitates comprehensive delivery of seamless workflows and drives digital transformation across all departments and personas within an organization. Our Platform's single data fabric and integrated data layer supports organizations' operationalization of their AI strategy with speed, scale and security. Our workflow applications built on the Platform are grouped into four areas: Technology, CRM and Industry, Core Business, and Creator and Other. We offer an innovative suite of products, including AI-powered applications, and services designed to automate workflows, integrate systems and empower employees, regardless of existing systems, cloud environments or collaboration tools. Our one platform architecture provides the foundation for organizations to seamlessly integrate AI, data, and workflows and create intelligent processes across their enterprise.

(2) Summary of Significant Accounting Policies

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements and condensed footnotes have been prepared in accordance with the applicable rules and regulations of the Securities and Exchange Commission (the "SEC") regarding interim financial reporting. Accordingly, they do not include all of the information and footnotes required by United States ("U.S.") generally accepted accounting principles ("GAAP") for complete financial statements due to the permitted exclusion of certain disclosures for interim reporting. In the opinion of management, all adjustments (consisting of normal recurring items) considered necessary under GAAP for fair statement of results for the interim periods presented have been included. As a result of displaying amounts in millions, rounding differences may exist in the condensed consolidated financial statements and footnote tables. The results of operations for the three months ended March 31, 2026 are not necessarily indicative of the results to be expected for the year ending December 31, 2026 or for other interim periods or future years. The condensed consolidated balance sheet as of December 31, 2025 is derived from audited consolidated financial statements; however, it does not include all of the information and footnotes required by GAAP for complete financial statements. These condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and related notes included in our Annual Report on Form 10-K for the year ended December 31, 2025, which was filed with the SEC on January 29, 2026.

Principles of Consolidation

The accompanying condensed consolidated financial statements have been prepared in conformity with GAAP, and include our accounts and the accounts of our wholly-owned subsidiaries. All intercompany transactions and balances have been eliminated upon consolidation.

Common Stock Split

On December 5, 2025, our board of directors approved and declared a 5-for-1 split of our common stock ("Stock Split"), with a proportionate increase in the number of shares of authorized common stock. The Stock Split had a record date of December 16, 2025 and an effective date of December 17, 2025. The par value per share of our common stock remains unchanged at $0.001 per share after the Stock Split. Accordingly, an amount equal to the par value of the additional issued shares resulting from the Stock Split was reclassified from additional paid-in capital to common stock. All references made to common share, equity award and per share amounts in the accompanying condensed consolidated financial statements and applicable disclosures have been retroactively adjusted to reflect the effects of the Stock Split.

Use of Estimates

The preparation of condensed consolidated financial statements in conformity with GAAP requires management to make certain estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements, as well as reported amounts of revenues and expenses during the reporting period. Such management estimates and assumptions include, but are not limited to, standalone selling price for each distinct performance obligation included in customer contracts with multiple performance obligations, the period of benefit for deferred commissions, valuation of intangible assets, the useful life of property and equipment and identifiable intangible assets, stock-based compensation expense and income taxes. Actual results could differ from those estimates.

Significant Accounting Policies

There were no significant changes to our significant accounting policies disclosed in Note 2 "Summary of Significant Accounting Policies" of our Annual Report on Form 10-K for the year ended December 31, 2025, which was filed with the SEC on January 29, 2026.

Concentration of Credit Risk and Significant Customers

Credit risk arising from accounts receivable is mitigated to a certain extent due to our large number of customers and their dispersion across various industries and geographies. We had one customer, a U.S. federal channel partner and systems integrator, that represented 19% and 11% of our accounts receivable balance as of March 31, 2026 and December 31, 2025, respectively, and 12% of our total revenues for each of the three months ended March 31, 2026 and 2025. Based on our periodic credit evaluations, there have been no historical collection concerns with this customer. For purposes of assessing concentration of credit risk and significant customers, a group of customers under common control or customers that are affiliates of each other are regarded as a single customer.

(3) Investments

Marketable Securities

The following is a summary of our available-for-sale debt securities recorded within marketable securities and long-term marketable securities on the condensed consolidated balance sheets (in millions):

	March 31, 2026			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Available-for-sale debt securities:				
Commercial paper	$ 77	$ —	$ —	$ 77
Corporate notes and bonds	4,006	14	(1)	4,019
Certificates of deposit	12	—	—	12
U.S. government and agency securities	1,005	2	—	1,007
Mortgage-backed and asset-backed securities	103	—	(14)	89
Total available-for-sale debt securities	$ 5,203	$ 16	$ (15)	$ 5,204

	December 31, 2025			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Available-for-sale debt securities:				
Commercial paper	$ 173	$ —	$ —	$ 173
Corporate notes and bonds	4,759	34	—	4,793
Certificates of deposit	11	—	—	11
U.S. government and agency securities	1,257	6	—	1,263
Mortgage-backed and asset-backed securities	103	—	(14)	89
Total available-for-sale debt securities	$ 6,303	$ 40	$ (14)	$ 6,329

As of March 31, 2026, the contractual maturities of our available-for-sale debt securities, excluding those securities classified within cash and cash equivalents on the condensed consolidated balance sheet and mortgage-backed and asset-backed securities that do not have a single maturity, did not exceed 37 months. The fair values of available-for-sale debt securities, by remaining contractual maturity, are as follows (in millions):

	March 31, 2026
Due within 1 year	$ 2,480
Due in 1 year through 5 years	2,635
Instruments not due in single maturity	89
Total	$ 5,204

For each of the periods ended March 31, 2026 and December 31, 2025, unrealized losses of $14 million are from available-for-sale debt securities in a continuous unrealized loss position greater than 12 months. As of March 31, 2026, the fair value of available-for-sale debt securities in a continuous unrealized loss position totaled $724 million, the majority of which was in a continuous unrealized loss position for less than 12 months. As of December 31, 2025, the fair value of available-for-sale debt securities in a continuous unrealized loss position totaled $171 million, the majority of which was in a continuous unrealized loss position for greater than 12 months.

For all available-for-sale debt securities that were in unrealized loss positions, we have determined that it is more likely than not we will hold the securities until maturity or a recovery of the cost basis. Unrealized losses on available-for-sale debt securities were due primarily to changes in market interest rates, and credit-related impairment losses were immaterial as of March 31, 2026.

Strategic Investments

As of March 31, 2026 and December 31, 2025, the total amount of strategic investments in privately held companies included in our condensed consolidated balance sheets was $1,743 million and $1,542 million, respectively. Our strategic investments are predominantly comprised of non-marketable equity investments, which are primarily accounted for using the measurement alternative. Under this approach, the investments are measured at cost minus impairment, if any, plus or minus changes resulting from qualifying observable price changes resulting from the issuance of similar or identical securities in an orderly transaction by the same issuer. Determining whether an observed transaction is similar to a security within our portfolio requires judgment based on the rights and preferences of the securities. Recording upward and downward adjustments to the carrying value of our non-marketable equity investments as a result of observable price changes requires quantitative assessments of the fair value of our non-marketable equity investments using various valuation methodologies and involves the use of estimates. The remaining strategic investments consist of privately held equity securities accounted for under the equity method of accounting and privately held debt securities classified as available-for-sale. During the three months ended March 31, 2026, we recorded net upward adjustments of $87 million. The net adjustments made during the three months ended March 31, 2025 were immaterial. We classify these fair value measurements as Level 3 within the fair value hierarchy.

(4) Fair Value Measurements

The following table presents our fair value hierarchy for our assets measured at fair value on a recurring basis as of March 31, 2026 (in millions):

	Level 1	Level 2	Total
Cash equivalents:			
Money market funds	$ 1,849	$ —	$ 1,849
Commercial paper	—	2	2
Deposits	1	—	1
Marketable securities:			
Commercial paper	—	77	77
Corporate notes and bonds	—	4,019	4,019
Certificates of deposit	—	12	12
U.S. government and agency securities	—	1,007	1,007
Mortgage-backed and asset-backed securities	—	89	89
Total	$ 1,850	$ 5,206	$ 7,056

The following table presents our fair value hierarchy for our assets measured at fair value on a recurring basis as of December 31, 2025 (in millions):

	Level 1	Level 2	Total
Cash equivalents:			
Money market funds	$ 2,055	$ —	$ 2,055
Commercial paper	—	137	137
Corporate notes and bonds	—	6	6
Deposits	219	—	219
U.S. government and agency securities	—	515	515
Marketable securities:			
Commercial paper	—	173	173
Corporate notes and bonds	—	4,793	4,793
Certificates of deposit	—	11	11
U.S. government and agency securities	—	1,263	1,263
Mortgage-backed and asset-backed securities	—	89	89
Total	$ 2,274	$ 6,987	$ 9,261

We determine the fair value of our security holdings based on pricing from our service providers and market prices from industry-standard independent data providers. Such market prices may be quoted prices in active markets for identical assets (Level 1 inputs), pricing determined using inputs other than quoted prices that are observable either directly or indirectly (Level 2 inputs) or using unobservable inputs that are supported by little or no market activity (Level 3 inputs). Our strategic investments are not included in the table above and are discussed in Note 3 “Investments”. Refer to Note 8 “Derivative Contracts” for the fair value measurement of our derivative contracts and Note 11 “Debt” for the fair value measurement of our long-term debt, which are also not included in the table above.

(5) Business Combinations

2026 Business Combinations

On March 2, 2026, we acquired all outstanding shares of Veza Technologies, Inc. ("Veza"), a privately held AI identity security company that provides a unified access platform, with native products offering access capabilities across search, intelligence, monitoring and workflows, for approximately $1.2 billion, substantially in cash. The acquisition is intended to extend the capabilities of our security and risk portfolios to include identity security, which will enable organizations to understand and control who and what has access to their critical data, applications, systems, and AI artifacts.

The allocation of the total purchase price is summarized below (in millions):

	Purchase Price Allocation	Asset Life
Current assets	$ 109	
Intangible assets	356	2 - 5 years
Goodwill	826	Indefinite
Other assets	54	
Assets acquired	$ 1,345	
Deferred tax liabilities, non-current	83	
Other liabilities assumed	25	
Net assets acquired	$ 1,237	

Identifiable intangible assets acquired in connection with the Veza acquisition (in millions) and the weighted-average lives are as follows:

	Intangible Assets	Asset Life (years)
Developed technology	$ 190	5
Customer relationships	150	5
Order backlog	16	2
Total	$ 356	

Goodwill, which is not deductible for income tax purposes, is primarily attributed to the value expected from synergies resulting from the business combination. The fair values assigned to tangible and intangible assets acquired, liabilities assumed and income taxes payable and deferred taxes are based on management's estimates and assumptions. The provisional measurements of fair value for certain assets and liabilities may be subject to change as additional information is received. The Company expects to finalize the valuation as soon as practicable, but not later than one year from the acquisition date.

Other Business Combinations

During the three months ended March 31, 2026, we also completed other acquisitions that were not material to our condensed consolidated financial statements, either individually or in the aggregate.

2025 Business Combinations

Moveworks, Inc.

On December 15, 2025, we acquired all outstanding shares of Moveworks, Inc. (“Moveworks”), a privately held company that provides enterprise search and front-end virtual agent technology. The acquisition is intended to drive use of our Platform to accelerate enterprise adoption and innovation across key growth areas, including CRM. The aggregate purchase price consideration for Moveworks was $2.4 billion, which was comprised of the following (in millions):

	Fair Value
Fair value of common stock issued[1]	$ 1,467
Cash	905
Settlement of pre-existing loan	31
Stock-based compensation awards attributable to pre-combination services	4
Total purchase consideration	$ 2,407

(1) The fair value of the stock consideration is based on the December 15, 2025 closing price of ServiceNow common stock at $153.04 and approximately 9.6 million shares of ServiceNow common stock.

The allocation of the total purchase price is summarized below (in millions):

	Purchase Price Allocation	Asset Life
Current assets	$ 48	
Intangible assets	770	2 - 5 years
Goodwill	1,748	Indefinite
Other assets	124	
Assets acquired	$ 2,690	
Current liabilities assumed	83	
Long-term liabilities assumed	13	
Deferred tax liabilities, non-current	187	
Net assets acquired	$ 2,407	

Identifiable intangible assets acquired in connection with the Moveworks acquisition (in millions) and the weighted-average lives are as follows:

	Intangible Assets	Asset Life (years)
Developed technology	$ 505	5
Customer relationships	220	5
Order backlog	25	2
Brand assets	20	4
Total	$ 770	

Goodwill, which is not deductible for income tax purposes, is primarily attributed to the value expected from synergies resulting from the business combination. The fair values assigned to tangible and intangible assets acquired, liabilities assumed and income taxes payable and deferred taxes are based on management’s estimates and assumptions. The provisional measurements of fair value for certain assets and liabilities may be

subject to change as additional information is received. The Company expects to finalize the valuation as soon as practicable, but not later than one year from the acquisition date.

As contemplated by the terms of the merger agreement, in August 2025, the Company and Moveworks entered into a term loan credit agreement pursuant to which Moveworks drew $25 million. In December 2025, Moveworks drew an additional $5 million on the term loan credit agreement. The loan was settled on the closing date of the Moveworks acquisition.

Logik.io Inc.

On May 30, 2025, we acquired all outstanding shares of Logik.io Inc., a provider of an AI-powered, composable Configure, Price, Quote ("CPQ") solution for total purchase consideration of $506 million, which consists primarily of approximately 2.1 million shares of ServiceNow common stock with a value of approximately $434 million and $62 million in cash. The fair value of the stock consideration is based on the May 30, 2025 closing price of ServiceNow common stock at $202.22. The acquisition is intended to expand our growing CRM footprint and accelerate our sales and order management capabilities with the acquired CPQ solutions technology.

The purchase price was allocated based on the estimated fair value of the developed technology intangible asset of $85 million (five-year estimated useful life), customer-related and backlog assets of $14 million (three-year estimated useful life), net tangible assets of $25 million, deferred tax liabilities of $22 million and goodwill of $404 million, which is not deductible for income tax purposes.

Goodwill is primarily attributed to the value expected from synergies resulting from the business combination. The fair values assigned to tangible and intangible assets acquired, liabilities assumed and income taxes payable and deferred taxes are based on management's estimates and assumptions.

Other Business Combinations

During the year ended December 31, 2025, we also completed other acquisitions that were not material to our condensed consolidated financial statements, either individually or in the aggregate.

We have included the financial results of all business combinations in the condensed consolidated financial statements from the respective dates of acquisition, which were not material.

(6) Goodwill and Intangible Assets

The changes in the carrying amounts of goodwill were as follows (in millions):

	Carrying Amount
Balance as of December 31, 2025	$ 3,578
Goodwill acquired	977
Foreign currency translation adjustments	(14)
Balance as of March 31, 2026	$ 4,541

Intangible assets, net consists of the following (in millions):

	March 31, 2026	December 31, 2025
Developed technology	$ 1,573	$ 1,316
Customer relationships	400	238
Patents	83	83
Other	88	72
Intangible assets, gross	$ 2,144	$ 1,709
Less: accumulated amortization	(665)	(588)
Intangible assets, net	$ 1,479	$ 1,121

The weighted-average useful life of the acquired developed technology for the three months ended March 31, 2026 and 2025 was approximately five years. The weighted-average useful life of the acquired customer relationships for the three months ended March 31, 2026 was approximately five years. All of the Company's previous customer relationships had been fully amortized prior to March 31, 2025. Amortization expense for intangible assets for the three months ended March 31, 2026 and 2025 was $77 million and $21 million, respectively.

The following table presents the estimated future amortization expense related to intangible assets held as of March 31, 2026 (in millions):

Fiscal Period:	
Remainder of 2026	$ 268
2027	346
2028	315
2029	292
2030	242
Thereafter	16
Total future amortization expense	$ 1,479

(7) Property and Equipment

Property and equipment, net consists of the following (in millions):

	March 31, 2026	December 31, 2025
Computer equipment	$ 3,383	$ 3,332
Computer software	126	126
Leasehold and other improvements	438	433
Furniture and fixtures	119	117
Construction in progress	145	117
Property and equipment, gross	4,211	4,125
Less: Accumulated depreciation	(1,961)	(1,836)
Property and equipment, net	$ 2,250	$ 2,289

Construction in progress consists of costs primarily related to leasehold and other improvements. Depreciation expense for the three months ended March 31, 2026 and 2025 was $148 million and $112 million, respectively.

(8) Derivative Contracts

Derivatives Designated as Hedging Instruments

We enter into forward contracts to hedge a portion of our forecasted foreign currency denominated revenues, and beginning in the fourth quarter of 2025, we also entered into forward contracts to hedge a portion of our forecasted foreign currency denominated expenses. These forward contracts are recorded at fair value and have maturities of up to 34 months. We had outstanding cash flow hedges with total notional values of $2.2 billion as of each of the periods ended March 31, 2026 and December 31, 2025. We classify cash flows related to our cash flow hedges as operating activities in our condensed consolidated statements of cash flows.

The total gross fair values of derivatives designated as hedging instruments recorded within the condensed consolidated balance sheets were as follows (in millions):

Condensed Consolidated Balance Sheets Location	March 31, 2026	December 31, 2025
Prepaid expenses and other current assets	$ 28	$ 11
Other assets	$ 17	$ 3
Accrued expenses and other current liabilities	$ (28)	$ (49)
Other long-term liabilities	$ (4)	$ (8)

As of March 31, 2026, the net pre-tax derivative gains expected to be reclassified from accumulated other comprehensive income (loss) into subscription revenues, sales and marketing expenses and research and development expenses within the next 12 months are immaterial.

All hedging relationships are formally documented at the inception of the hedge and the hedges must be highly effective in offsetting changes to future cash flows on hedged transactions. We evaluate hedge effectiveness at the inception of the hedge prospectively, and on an ongoing basis both retrospectively and prospectively. We report changes in fair value of these cash flow hedges as a component of accumulated other comprehensive income (loss) and subsequently reclassify into earnings in the same period the forecasted transaction affects earnings. Amounts reclassified to subscription revenues were a loss of $8 million and a gain of $9 million for the three months ended March 31, 2026 and 2025, respectively. Amounts reclassified to sales and marketing expenses and research and development expenses were immaterial for the three months ended March 31, 2026.

There was no ineffectiveness in the Company’s cash flow hedging program for each of the three months ended March 31, 2026 and 2025.

Derivatives not Designated as Hedging Instruments

Our derivatives not designated as hedging instruments consist of foreign currency forward contracts that we primarily use to hedge monetary assets and liabilities denominated in non-functional currencies. These foreign currency forward contracts are recorded at fair value and have maturities of 12 months or less. The changes in the fair value of these contracts are recorded in other income (expense), net on the condensed consolidated statements of comprehensive income. For the periods ended March 31, 2026 and December 31, 2025, we had foreign currency forward contracts with total notional values of $3.1 billion and $2.5 billion, respectively, which were not designated as hedging instruments. The gross fair value of these foreign currency forward contracts was immaterial as of March 31, 2026 and December 31, 2025. The gains (losses) recognized for foreign currency forward contracts from derivatives not designated as hedging instruments were immaterial for each of the three months ended March 31, 2026 and 2025. Realized gains (losses) from settlement of the derivative assets and liabilities are classified as investing activities in the condensed consolidated statements of cash flows.

All foreign currency forward contracts, both designated and not designated as hedging instruments, are classified within Level 2 as the valuation inputs are based on quoted prices and market observable data of similar instruments in active markets, such as currency spot and forward rates.

(9) Supply Chain Finance Program

Our supply chain finance ("SCF") program provides suppliers with the opportunity to sell their receivables due from us to a global financial institution acting as our paying agent. A supplier's election to receive early payment at a discounted amount from the financial institution does not change the amount that we must remit to the financial institution on our payment date, which is generally 90 days from the invoice date. Participating suppliers negotiate their sales of receivables directly with the financial institution at their sole discretion and we have no economic interest in a supplier's decision to participate in the SCF program. We do not have pledged assets or other guarantees under our SCF program. Our outstanding payment obligations to suppliers participating in the SCF program totaled $29 million as of March 31, 2026. These obligations are included in accounts payable in our condensed consolidated balance sheets and all activity related to these obligations is presented within operating activities in our condensed consolidated statements of cash flows.

(10) Deferred Revenue and Performance Obligations

Revenues recognized from beginning period deferred revenue during the three months ended March 31, 2026 and 2025 were $3.2 billion and $2.6 billion, respectively.

Remaining Performance Obligations

Transaction price allocated to remaining performance obligations ("RPO") represents contracted revenue that has not yet been recognized, which includes deferred revenue and non-cancellable amounts that will be invoiced and recognized as revenues in future periods. RPO excludes contracts that are billed in arrears, such as certain time and materials contracts, as we apply the "right to invoice" practical expedient under relevant accounting guidance.

As of March 31, 2026, the total non-cancellable RPO under our contracts with customers was $27.7 billion and we expect to recognize revenues on approximately 46% of these RPO over the following 12 months. The majority of the non-current RPO will be recognized over the next 13 to 36 months.

(11) Debt

For each of the periods ended March 31, 2026 and December 31, 2025, the carrying value of our outstanding debt was $1,491 million, net of unamortized debt discount and issuance costs of $9 million.

We consider the fair value of the 2030 Notes at March 31, 2026 and December 31, 2025 to be a Level 2 measurement. The estimated fair value of the 2030 Notes based on the closing trading price per $100, was $1,302 million and $1,324 million at March 31, 2026 and December 31, 2025, respectively.

2030 Notes

In August 2020, we issued 1.40% fixed rate ten-year notes with an aggregate principal amount of $1.5 billion due on September 1, 2030 (the "2030 Notes"). The 2030 Notes were issued at 99.63% of principal and we incurred $13 million for debt issuance costs. The effective interest rate for the 2030 Notes was 1.53% and included interest payable, amortization of debt issuance cost and amortization of debt discount. Interest is payable semi-annually in arrears on March 1 and September 1 of each year, beginning on March 1, 2021, and the entire outstanding principal amount is due at maturity on September 1, 2030. The 2030 Notes are unsecured obligations and the indentures governing the 2030 Notes contain customary events of default and covenants that, among others and subject to exceptions, restrict our ability to incur or guarantee debt secured by liens on specified assets or enter into sale and lease-back transactions with respect to specified properties.

(12) Accumulated Other Comprehensive Income (Loss)

The following tables show the components of accumulated other comprehensive income (loss), net of tax, in the stockholders' equity section of our condensed consolidated balance sheets (in millions):

	Unrealized Gains (Losses) on Derivative Instruments	Unrealized Gains (Losses) on Marketable Securities	Foreign Currency Translation Adjustment	Total
Balance as of December 31, 2025	$ (38)	$ —	$ 57	$ 19
Other comprehensive income (loss) before reclassifications	34	(20)	(35)	(21)
Amounts reclassified from accumulated other comprehensive income	9	—	—	9
Net current period other comprehensive income (loss)	43	(20)	(35)	(12)
Balance as of March 31, 2026	$ 5	$ (20)	$ 22	$ 7

	Unrealized Gains (Losses) on Derivative Instruments	Unrealized Gains (Losses) on Marketable Securities	Foreign Currency Translation Adjustment	Total
Balance as of December 31, 2024	$ 50	$ (27)	$ (91)	$ (68)
Other comprehensive (loss) income before reclassifications	(43)	14	36	7
Amounts reclassified from accumulated other comprehensive loss	(9)	—	—	(9)
Net current period other comprehensive (loss) income	(52)	14	36	(2)
Balance as of March 31, 2025	$ (2)	$ (13)	$ (55)	$ (70)

(13) Stockholders' Equity

Common Stock

We are authorized to issue a total of 3.0 billion shares of common stock as of March 31, 2026. Holders of our common stock are not entitled to receive dividends unless declared by our board of directors. As of March 31, 2026, we had 1,031 million shares of common stock, net of treasury stock, outstanding and had reserved shares of common stock for future issuance as follows (in thousands):

	March 31, 2026
Stock plans:	
Options outstanding	5,200
RSUs[1]	44,270
Shares of common stock available for future grants:	
Amended and Restated 2021 Equity Incentive Plan[2]	15,892
Amended and Restated 2012 Employee Stock Purchase Plan[2]	37,355
Total shares of common stock reserved for future issuance	102,717

(1) Represents the number of shares issuable upon settlement of outstanding restricted stock units (“RSUs”) and performance-based RSUs (“PRSUs”), as discussed in Note 14 “Equity Awards.”

(2) Refer to Note 14 “Equity Awards” for a description of these plans.

During the three months ended March 31, 2026 and 2025, we issued a total of 4.2 million and 4.0 million shares, respectively, from stock option exercises, vesting of RSUs, net of employee payroll taxes, and purchases from the employee stock purchase plan (“ESPP”).

Treasury Stock

In May 2023, our board of directors authorized a program to repurchase up to $1.5 billion of our common stock (the “Share Repurchase Program”). In January 2025 and January 2026, our board of directors authorized an additional $3.0 billion and $5.0 billion, respectively, in repurchases under the Share Repurchase Program. Under the program, we may repurchase our common stock from time to time through open market purchases, accelerated share repurchase ("ASR") transactions, in privately negotiated transactions, or by other means, including through the use of trading plans intended to qualify under Rule 10b5-1 under the Securities Exchange Act of 1934, as amended, in accordance with applicable securities laws and other restrictions. The Share

Repurchase Program does not have a fixed expiration date, may be suspended or discontinued at any time, and does not obligate us to acquire any amount of common stock. The timing, manner, price, and amount of any repurchases will be determined by us at our discretion and will depend on a variety of factors, including business, economic and market conditions, prevailing stock prices, corporate and regulatory requirements, and other considerations.

On January 30, 2026, we entered into an ASR agreement with a financial institution under which we purchased an aggregate of $2.0 billion of our common stock as part of the Share Repurchase Program. During the three months ended March 31, 2026, the Company completed the ASR transaction with 18.5 million shares of common stock repurchased at an average price of $107.97 per share. The total number of shares delivered and the average purchase price paid per share were determined upon final settlement based on the volume weighted-average price over the term of the ASR, less an agreed upon discount. The total price of the ASR transaction is reflected as an increase to treasury stock and additional paid-in capital on our condensed consolidated balance sheet.

During the three months ended March 31, 2026, the Company repurchased an additional 1.6 million shares of its common stock for $225 million in open market transactions. During the three months ended March 31, 2025, the Company repurchased 1.6 million shares of its common stock for $298 million. Repurchases of common stock are recognized as treasury stock and held for future issuance.

As of March 31, 2026, approximately $4.2 billion of the authorized amount under the Share Repurchase Program remained available for future repurchases.

(14) Equity Awards

We have three equity incentive plans: 2012 Equity Incentive Plan (the “2012 Plan”), amended and restated 2021 Equity Incentive Plan (the “2021 Plan”) and 2022 New-Hire Equity Incentive Plan (the “2022 Plan”). The 2012 Plan was terminated in connection with the initial approval of the 2021 Plan on June 7, 2021 but continues to govern the terms of outstanding equity awards that were granted prior to the termination of the 2012 Plan. As of June 7, 2021, we no longer grant equity awards pursuant to the 2012 Plan. The 2021 Plan, as amended and restated, was approved by the shareholders on June 1, 2023 to increase shares available for future grants by approximately 50 million shares. Upon effectiveness of the 2021 Plan, as amended and restated, the 2022 Plan was terminated, and no additional awards under the 2022 Plan have been made since the amendment and restatement of the 2021 Plan. Outstanding equity awards under the 2022 Plan continue to be subject to the terms and conditions of the 2022 Plan.

The 2021 Plan and the 2012 Plan provide for the grant of incentive stock options, nonqualified stock options, stock appreciation rights, RSUs, performance-based stock awards and other forms of equity compensation (collectively, “equity awards”). The 2022 Plan permits the grant of any of the foregoing awards with the exception of incentive stock options. In addition, the 2022 Plan, the 2021 Plan and the 2012 Plan provide for the grant of performance cash awards. Incentive stock options may be granted only to employees. All other equity awards may be granted to employees, including officers, as well as directors and consultants.

Our Amended and Restated 2012 Employee Stock Purchase Plan (the “2012 ESPP”) authorizes the issuance of shares of common stock pursuant to purchase rights granted to our employees. The price at which common stock is purchased under the 2012 ESPP is equal to 85% of the fair market value of our common stock on the first or last day of the offering period, whichever is lower. Offering periods are six months long and begin on February 1 and August 1 of each year. The number of shares of common stock reserved for issuance will not be increased without shareholder approval.

Stock Options

A summary of stock option activity for the three months ended March 31, 2026 was as follows:

	Number of Shares	Weighted-Average Exercise Price Per Share	Weighted-Average Remaining Contractual Term	Aggregate Intrinsic Value
	(in thousands)		(in years)	(in millions)
Outstanding as of December 31, 2025	4,829	$ 114.78		
Granted [1]	402	$ 18.54		
Exercised	(9)	$ 21.05		$ 1
Forfeited	(22)	$ 20.56		
Outstanding as of March 31, 2026	5,200	$ 107.89	5.7	$ 105
Vested and expected to vest as of March 31, 2026	5,055	$ 108.45	5.7	$ 100
Vested and exercisable as of March 31, 2026	2,610	$ 111.75	5.1	$ 42

(1) Relates to stock options assumed in business combinations.

Aggregate intrinsic value represents the difference between the estimated fair value of our common stock and the exercise price of outstanding, in-the-money options.

The total fair value of stock options vested during the three months ended March 31, 2026 was $9 million. The weighted-average grant-date fair value of stock options granted was $92.12 for the three months ended March 31, 2026.

During the year ended December 31, 2021, a one-time long-term performance-based option award was granted to the Chief Executive Officer (“2021 CEO Performance Award”) and to certain executives (collectively “2021 Performance Awards”) under the 2021 Plan at a total grant date fair value of $232 million. The 2021 Performance Awards will vest in eight equal tranches based on service and achievement of both performance and market conditions, subject to continued employment and specifically for the 2021 CEO Performance Award, as CEO or Executive Chairman of the Company, through each vesting date. The performance and market conditions for a particular tranche may be achieved at different points in time and in any order but will become eligible to vest only when all service, performance and market conditions for the respective tranche are met but no earlier than two years from date of grant. The performance and market conditions must be achieved by September 30, 2026 (the “Performance Period”). The stock price metric will be achieved when both the 180-day volume weighted-average price (“VWAP”) and the 30-day VWAP equal or exceed the respective tranche stock price metric on any day during the Performance Period. The performance metric is achieved when the trailing four-quarter cumulative GAAP subscription revenues equal or exceed the respective tranche performance target. Shares acquired upon exercise of the options cannot be sold, transferred or disposed until after the end of the Performance Period and the 2021 Performance Awards will expire ten years from the respective date of grant. As of March 31, 2026, the first four tranches were vested based on achievement of both the performance and market conditions.

The fair value of the 2021 Performance Awards and the corresponding derived service periods were estimated using the Monte Carlo simulation. Stock-based compensation expense is recognized on a graded vesting basis over the requisite service period for each respective tranche, but not shorter than the two-year minimum service period, and includes an assessment of when it is probable the performance condition will be achieved, which involves a subjective assessment of our future financial projections.

As of March 31, 2026, total unrecognized compensation cost, adjusted for estimated forfeitures, related to unvested stock options was approximately $67 million. The weighted-average remaining vesting period of unvested stock options at March 31, 2026 was approximately two years.

RSUs

A summary of RSU activity for the three months ended March 31, 2026 was as follows:

	Number of Shares	Weighted-Average Grant-Date Fair Value Per Share
	(in thousands)	
Outstanding as of December 31, 2025	26,011	$ 158.53
Granted [1]	23,435	$ 107.03
Vested	(4,211)	$ 141.18
Forfeited	(965)	$ 150.21
Outstanding as of March 31, 2026	44,270	$ 133.11
Expected to vest as of March 31, 2026	38,832	

(1) Includes RSUs assumed in business combinations.

RSUs outstanding as of March 31, 2026 were comprised of 41.5 million RSUs with only service conditions and 2.8 million RSUs with both service and performance conditions, including certain RSUs with additional market conditions. The total intrinsic value of the RSUs vested was $0.4 billion for the three months ended March 31, 2026. As of March 31, 2026, the aggregate intrinsic value of RSUs outstanding was $4.6 billion and RSUs expected to vest was $4.1 billion.

PRSUs have service, performance and market vesting conditions. The ultimate number of shares eligible to vest range from 0% to 250%, subject to our board of directors compensation committee's approval of performance metrics achievement and, for certain PRSUs, total shareholder return relative to that of the S&P 500 index. The eligible shares subject to PRSUs granted during the three months ended March 31, 2026 will vest in one to three years contingent on each holder's continuous status as an employee on the applicable vesting dates. The number of PRSUs granted included in the table above reflects the shares that could be eligible to vest at 100% of target for PRSUs and includes adjustments for over or under achievement for PRSUs granted in the prior year.

We recognized $45 million and $43 million of stock-based compensation expense, net of actual and estimated forfeitures, associated with PRSUs on a graded vesting basis during the three months ended March 31, 2026 and 2025, respectively.

As of March 31, 2026, total unrecognized compensation cost, adjusted for estimated forfeitures, related to unvested RSUs was $4.8 billion, and the weighted-average remaining vesting period was approximately three years.

(15) Net Income Per Share

Basic net income per share attributable to common stockholders is computed by dividing net income attributable to common stockholders by the weighted-average number of shares of common stock outstanding during the period. Diluted net income per share is computed by dividing net income attributable to common stockholders by the weighted-average number of shares of common stock outstanding during the period, adjusted for the effects of dilutive shares of common stock, which are comprised of outstanding stock options, RSUs and ESPP obligations. Stock awards with performance or market conditions are included in dilutive shares to the extent all conditions are met. The potentially dilutive shares of common stock are computed using the treasury stock method or the as-if converted method, as applicable. The effects of outstanding stock options, RSUs and ESPP obligations are excluded from the computation of diluted net income per share in periods in which the effect would be antidilutive.

The following table presents the calculation of basic and diluted net income per share attributable to common stockholders (in millions, except for number of shares reflected in thousands and per share data):

	Three Months Ended March 31,	
	2026	2025
Numerator:		
Net income	$ 469	$ 460
Denominator:		
Weighted-average shares outstanding - basic	1,035,138	1,034,098
Weighted-average effect of potentially dilutive securities:		
Common stock options, RSUs and ESPP obligations	4,746	12,754
Weighted-average shares outstanding - diluted	1,039,884	1,046,852
Net income per share - basic	$ 0.45	$ 0.44
Net income per share - diluted	$ 0.45	$ 0.44
Common stock options, RSUs and ESPP obligations excluded from diluted net income per share because their effect would have been anti-dilutive	23,310	11,508

(16) Provision for Income Taxes

We compute our provision for income taxes by applying the estimated annual effective tax rate to year-to-date income from recurring operations and adjust the provision for discrete tax items recorded in the period.

Our income tax provision was $204 million for the three months ended March 31, 2026 and was primarily attributable to the mix of earnings and losses in countries with differing statutory tax rates and stock-based compensation shortfalls. Our income tax provision was $95 million for the three months ended March 31, 2025 and was primarily attributable to the mix of earnings and losses in countries with differing statutory tax rates, offset by excess tax benefits of stock-based compensation.

We are subject to taxation in the United States and foreign jurisdictions. As of March 31, 2026, our tax years 2004 to 2025 remain subject to examination in most jurisdictions.

Due to differing interpretations of tax laws and regulations, tax authorities may dispute our tax filing positions. We periodically evaluate our exposures associated with our tax filing positions and believe that adequate amounts have been reserved for adjustments that may result from tax examinations.

On July 4, 2025, H.R. 1, the "One Big Beautiful Bill Act," was enacted into law, bringing significant amendments to the U.S. tax code. This legislation extends and modifies provisions from the 2017 Tax Cuts and Jobs Act and introduces new tax measures affecting both businesses and individuals. The enacted legislation had an immaterial impact on the Company’s effective tax rate for the three months ended March 31, 2026.

(17) Commitments and Contingencies

Operating Leases

For some of our offices and data centers, we have entered into non-cancellable operating lease agreements with various expiration dates through 2036. Certain lease agreements include options to renew or terminate the lease, which are not reasonably certain to be exercised and therefore are not factored into our determination of lease payments.

Total operating lease costs were $42 million and $36 million for the three months ended March 31, 2026 and 2025, respectively.

For the three months ended March 31, 2026 and 2025, total cash paid for amounts included in the measurement of operating lease liabilities was $29 million and $24 million, respectively. Operating lease liabilities arising from obtaining operating right-of-use assets totaled $61 million and $141 million for the three months ended March 31, 2026 and 2025, respectively.

As of March 31, 2026, the weighted-average remaining lease term is approximately eight years, and the weighted-average discount rate is 4%.

Maturities of operating lease liabilities as of March 31, 2026 are presented in the table below (in millions):

Fiscal Period:		
Remainder of 2026	$	113
2027		154
2028		151
2029		143
2030		128
Thereafter		402
Total operating lease payments		1,091
Less: imputed interest		(151)
Present value of operating lease liabilities	$	940

In addition to the amounts above, as of March 31, 2026, we have leases, primarily for offices, that have not yet commenced with minimum undiscounted cash flows of $341 million. These leases are expected to commence between 2026 and 2027 with lease terms of five to sixteen years.

Other Commitments

Other contractual commitments primarily consist of data center and IT operations, cloud services and sales and marketing activities related to our daily business operations. There were no material contractual obligations that were entered into during the three months ended March 31, 2026 that were outside the ordinary course of business. We have entered into various non-cancellable agreements with cloud service providers, and as of March 31, 2026, we have remaining payments under these agreements of approximately $336 million for the remainder of fiscal 2026, $331 million in fiscal 2027, $500 million in fiscal 2028, $630 million in fiscal 2029 and $2.8 billion in 2030. Payment schedules vary from the timing of actual service consumption. In addition, we have entered into a non-cancellable agreement with an information technology equipment provider, under which we have remaining payments of approximately $1.4 billion due by fiscal 2028.

In addition to the amounts above, the repayment of our 2030 Notes with an aggregate principal amount of $1.5 billion is due on September 1, 2030. Refer to Note 11 “Debt” for further information regarding our 2030 Notes.

Further, $148 million of unrecognized tax benefits have been recorded as liabilities as of March 31, 2026.

Legal Proceedings

We are party to certain litigation and other legal proceedings. While legal proceedings are inherently unpredictable and subject to uncertainties, we do not believe the ultimate resolution of any such proceedings is likely to result in a material loss. We accrue for loss contingencies when it is both probable that we will incur the loss and when we can reasonably estimate the amount of the loss or range of loss.

Other

As previously disclosed, through its internal processes, the Company received a complaint that raised potential compliance issues related to one of its government contracts. The Company initiated an internal investigation, with the assistance of outside legal counsel, into the validity of these claims that concern the hiring of the Chief Information Officer of the U.S. Army as the Company's Head of Global Public Sector in March 2023. As a result of the investigation, the Company's board of directors determined that the Company's President and Chief Operating Officer and the hired individual violated Company policy regarding a possible conflict relating to such individual's hiring. On July 24, 2024, the Company and its President and Chief Operating Officer came to a mutual agreement that he would resign from all positions with the Company, effective immediately. The other individual also has departed the Company. The Company has informed the Department of Justice, the Department of Defense Office of Inspector General and the Army Suspension and Debarment Office of the investigation and is continuing to cooperate with the Department of Justice, which has commenced its own investigation and required the Company to deliver certain documents in connection with these matters. The Company cannot predict the timing, outcome or possible impact of the investigation.

Indemnification Provisions

Our agreements include provisions indemnifying customers against intellectual property and other third-party claims. In addition, we have entered into indemnification agreements with our directors, executive officers and certain other officers that will require us, among other things, to indemnify them against certain liabilities that may arise as a result of their affiliation with us. We have not incurred any material costs as a result of such indemnification obligations and have not recorded any material liabilities related to such obligations in the condensed consolidated financial statements.

(18) Segment and Geographic Information

Segment Information

Our chief operating decision maker ("CODM"), the Chief Executive Officer, manages the Company's business activities as a single operating and reportable segment at the consolidated level. Accordingly, our CODM uses consolidated net income to measure segment profit or loss, allocate resources and assess performance. Further, the CODM reviews and utilizes functional expenses (cost of revenues, sales and marketing, research and development, and general and administrative) at the consolidated level to manage the Company's operations. Other segment items included in consolidated net income are interest income, other income (expense), net and the provision for income taxes, which are reflected in the condensed consolidated statements of comprehensive income.

Geographic Information

Revenues by geographic area, based on the location of our users, were as follows (in millions):

	Three Months Ended March 31,	
	2026	2025
North America[1]	$ 2,359	$ 1,963
EMEA[2]	979	782
Asia Pacific and other	432	343
Total revenues	$ 3,770	$ 3,088

Property and equipment, net by geographic area were as follows (in millions):

	March 31, 2026	December 31, 2025
North America[3]	$ 1,451	$ 1,437
EMEA[2]	522	563
Asia Pacific and other	277	289
Total property and equipment, net	$ 2,250	$ 2,289

(1) Revenues attributed to the United States were 96% and 94% of North America revenues for the three months ended March 31, 2026 and 2025, respectively.

(2) Europe, the Middle East and Africa ("EMEA").

(3) Property and equipment, net attributed to the United States were 82% of property and equipment, net attributable to North America as of March 31, 2026 and December 31, 2025.

(19) Subsequent Events

Revolving Credit Facility

On April 1, 2026, we entered into a credit agreement with certain institutional lenders that provides for a $3.0 billion unsecured revolving credit facility (the "Credit Facility"), with an option to increase the amount of the Credit Facility by up to $2.0 billion, subject to certain conditions, including board approval. The Credit Facility matures on April 1, 2031. Any borrowings under our Credit Facility bear interest, at our option, either at a base rate, or at an adjusted benchmark rate plus a spread of 0.60% to 1.00%, in each case, with such spread being determined based on our credit rating. We are also obligated to pay an ongoing commitment fee on undrawn amounts. Funds borrowed under the Credit Facility may be used for general corporate purposes.

Commercial Paper

On April 1, 2026, we established a commercial paper program pursuant to which we may issue short-term, unsecured commercial paper notes up to a total of $3.0 billion outstanding at any time, with maturities not to exceed 397 days from the date of issuance. The notes are sold at a discount from par or at par and bear interest at rates determined at the time of issuance. Net proceeds from this program are expected to be used for general corporate purposes. As of April 22, 2026, we have $2.1 billion of commercial paper outstanding.

Short-term Debt

On April 17, 2026, we entered into a credit agreement for a senior unsecured term loan (the “Term Loan”) of up to $4.0 billion and borrowed the full $4.0 billion under the Term Loan to fund a portion of the cash consideration for our acquisition of Armis Security Ltd. (“Armis”). The Term Loan matures on October 16, 2026, with an option to extend the maturity for an additional six months, subject to certain conditions. Any borrowings under our Term Loan bear interest at a secured overnight financing rate plus a spread of 0.60% to 1.00%; in each case, with such spread being determined based on our credit rating.

Business Combination

On April 20, 2026, we acquired all outstanding shares of Armis, a cyber-exposure management and cyber-physical security solutions provider, for approximately $7.8 billion cash consideration. The acquisition is intended to expand our security workflow offerings and advance AI-native, proactive cybersecurity and vulnerability response across all connected devices. Due to the timing of closing the acquisition and the issuance of the interim condensed consolidated financial statements, we are currently in the process of finalizing the accounting and related disclosures for this transaction and expect to complete the preliminary purchase price allocation in the second quarter of 2026.

Item 2. Management's Discussion and Analysis of Financial Condition and Results Of Operations

The following discussion and analysis of our financial condition, results of operations and cash flows should be read in conjunction with the (1) unaudited condensed consolidated financial statements and the related notes thereto included elsewhere in this Quarterly Report on Form 10-Q, and (2) the audited consolidated financial statements and notes thereto and management's discussion and analysis of financial condition and results of operations for the year ended December 31, 2025 included in the Annual Report on Form 10-K filed with the Securities and Exchange Commission (the "SEC"), on January 29, 2026. This Quarterly Report on Form 10-Q contains "forward-looking statements" within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These statements are often identified by the use of words such as "may," "will," "expect," "believe," "anticipate," "intend," "could," "estimate," or "continue," and similar expressions or variations. Forward-looking statements are subject to risks, uncertainties and other factors that could cause actual results and the timing of certain events to differ materially from future results expressed or implied by the forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to those identified herein, and those discussed in the section titled "Risk Factors" in Part I, Item 1A of our Annual Report on Form 10-K filed with the SEC on January 29, 2026 and in Part II, Item 1A of this Quarterly Report on Form 10-Q and in our other SEC filings. We disclaim any obligation to update any forward-looking statements to reflect events or circumstances after the date of such statements.

Investors and others should note that we announce material financial information to our investors using our investor relations website (https://www.servicenow.com/company/investor-relations.html), SEC filings, press releases, public conference calls and webcasts. We use these channels, as well as social media, to communicate with our investors and the public about our Company, our services and other issues. It is possible that the information we post on social media could be deemed to be material information. Therefore, we encourage investors, the media and others interested in our Company to review the information we post on the social media channels listed on our investor relations website.

Our free cash flow and non-GAAP consolidated income from operations measures included in the section entitled "Key Business Metrics—Free Cash Flow," and "Key Business Metrics—Non-GAAP Consolidated Income from Operations" are not in accordance with U.S. Generally Accepted Accounting Principles ("GAAP"). These non-GAAP financial measures are not intended to be considered in isolation or as a substitute for, or superior to, financial information prepared and presented in accordance with GAAP. These measures may be different from non-GAAP financial measures used by other companies, limiting their usefulness for comparison purposes. We encourage investors to carefully consider our results under GAAP, as well as our supplemental non-GAAP results, to more fully understand our business.

Overview

ServiceNow delivers solutions that help public and private organizations govern, secure and manage artificial intelligence and digitalize and streamline workflows to drive collaboration, productivity and better experiences across the enterprise. At the core of these solutions is the ServiceNow AI Platform ("Platform"), a robust, cloud-based Platform that facilitates comprehensive delivery of seamless workflows and drives digital transformation across all departments and personas within an organization. Our Platform's single data fabric and integrated data layer supports organizations' operationalization of their AI strategy with speed, scale and security. Our workflow applications built on the Platform are grouped into four areas: Technology, CRM and Industry, Core Business, and Creator and Other. We offer an innovative suite of products, including AI-powered applications, and services designed to automate workflows, integrate systems and empower employees, regardless of existing systems, cloud environments or collaboration tools. Our one platform architecture provides the foundation for organizations to seamlessly integrate AI, data, and workflows and create intelligent processes across their enterprise.

We are closely monitoring ongoing global conflicts. While those events are continuing to evolve and the outcomes remain highly uncertain, we do not believe they will have a material impact on our business and results of operations. However, if the conflicts persist or worsen, leading to greater global economic disruptions and uncertainty, our business and results of operations could be materially impacted.

Additionally, other macroeconomic events, including interest rates, global inflation and tariffs, have led to economic uncertainty in the global economy. To mitigate risk, our cash and cash equivalents are distributed across several large financial institutions and are not concentrated in one financial institution. We have not experienced any impact to our liquidity or to our current and projected business operations and financial condition due to recent macroeconomic events. Further, we have policy restrictions on the types of securities that can be purchased as part of our available-for-sale debt securities portfolio. These restrictions take industry and company concentration limits into consideration among other things. We will continue to monitor the direct and indirect impact of macroeconomic events on our business and financial results.

See the “Risk Factors” section in Part I, Item 1A of our Annual Report on Form 10-K filed with the SEC on January 29, 2026 for further discussion of the possible impact of conflicts and macroeconomic events on our business and financial results.

On December 5, 2025, our board of directors approved and declared a 5-for-1 split of our common stock (“Stock Split”), with a proportionate increase in the number of shares of authorized common stock. The Stock Split had a record date of December 16, 2025 and an effective date of December 17, 2025. The par value per share of our common stock remains unchanged at $0.001 per share after the Stock Split. Accordingly, an amount equal to the par value of the additional issued shares resulting from the Stock Split was reclassified from additional paid-in capital to common stock. All references made to common share, equity award and per share amounts throughout this Management's Discussion and Analysis of Financial Condition and Results of Operations have been retroactively adjusted to reflect the effects of the Stock Split.

Key Business Metrics

Remaining performance obligations. Transaction price allocated to remaining performance obligations (“RPO”) represents contracted revenue that has not yet been recognized, which includes deferred revenue and non-cancellable amounts that will be invoiced and recognized as revenue in future periods. RPO excludes contracts that are billed in arrears, such as certain time and materials contracts, as we apply the “right to invoice” practical expedient under relevant accounting guidance. Current remaining performance obligations (“cRPO”) represents RPO that will be recognized as revenue in the next 12 months.

As of March 31, 2026, our RPO was $27.7 billion, of which 46% represented cRPO. RPO and cRPO increased by 25% and 23%, respectively, compared to March 31, 2025. Factors that may cause our RPO to vary from period to period include the following:

- *Foreign currency exchange rates.* While a majority of our contracts have historically been in U.S. Dollars, an increasing percentage of our contracts in recent periods has been in foreign currencies, particularly the Euro and British Pound Sterling. Fluctuations in foreign currency exchange rates as of the balance sheet date will cause variability in our RPO.
- *Mix of offerings.* In a minority of cases, we allow our customers to host our software by themselves or through a third-party service provider. In self-hosted offerings, we recognize a portion of the revenue upfront upon the delivery of the software and as a result, such revenue is excluded from RPO.
- *Subscription start date.* From time to time, we enter into contracts with a subscription start date in the future and these amounts are included in RPO if such contracts are signed by the balance sheet date.
- *Timing of contract renewals.* While customers typically renew their contracts at the end of the contract term, from time to time, customers may do so either before or after the scheduled expiration date. For example, in cases where we are successful in selling additional products or services to an existing customer, a customer may decide to renew its existing contract early to ensure that all its contracts expire on the same date. In other

cases, prolonged negotiations or other factors may result in a contract not being renewed until after it has expired.

- *Contract duration.* While we typically enter into multi-year subscription services, the duration of our contracts varies. Further, we continue to see an increase in the number of 12-month agreements entered into with the U.S. federal government throughout the year, with the highest number of agreements entered into in the quarter ended September 30, driven primarily by timing of their annual budget expenditures. We sometimes also enter into contracts with durations that have a 12-month or shorter term to enable the contracts to co-terminate with the existing contract. The contract duration will cause variability in our RPO.

Number of customers with ACV greater than $5 million. We count the total number of customers with annual contract value ("ACV") greater than $5 million as of the end of the period. We had 630 and 516 customers with ACV greater than $5 million as of March 31, 2026 and 2025, respectively. For purposes of customer count, a customer is defined as an entity that has a unique Dunn & Bradstreet Global Ultimate ("GULT") Data Universal Numbering System ("DUNS") number and an active subscription contract as of the measurement date. The DUNS number is a global standard for business identification and tracking. We make exceptions for holding companies, government entities and other organizations for which the GULT, in our judgment, does not accurately represent the ServiceNow customer. For example, while all U.S. government agencies roll up to "Government of the United States" under the GULT, we count each government agency that we contract with as a separate customer. Our customer count is subject to adjustments for acquisitions, spin-offs and other market activity; accordingly, we restate previously disclosed number of customers with ACV greater than $5 million calculations to allow for comparability. ACV is calculated based on the foreign exchange rate in effect at the time the contract was signed. Foreign exchange rate fluctuations could cause some variability in the number of customers with ACV greater than $5 million. We believe information regarding the total number of customers with ACV greater than $5 million provides useful information to investors because it is an indicator of our growing customer base and demonstrates the value customers are receiving from the Platform.

Free cash flow. We define free cash flow, a non-GAAP financial measure, as GAAP net cash provided by operating activities plus cash outflows for legal settlements and business combination and other related costs including compensation expense, reduced by purchases of property and equipment. Purchases of property and equipment are otherwise included in cash used in investing activities under GAAP. We believe information regarding free cash flow provides useful information to investors because it is an indicator of the strength and performance of our business operations. However, our calculation of free cash flow may not be comparable to similar measures used by other companies. Our calculation of free cash flow is provided below:

	Three Months Ended March 31,		% Change
	2026	2025	
	(dollars in millions)		
GAAP net cash provided by operating activities	$ 1,670	$ 1,677	—%
Purchases of property and equipment	(141)	(205)	(31%)
Business combination and other related costs	136	5	NM
Non-GAAP free cash flow	$ 1,665	$ 1,477	13%

NM - not meaningful

We have historically seen higher collections in the quarter ended March 31 due to seasonality in timing of entering into customer contracts, which is significantly higher in the quarter ended December 31. Additionally, we have historically seen higher disbursements in the quarters ended March 31 and September 30 due to payouts under our annual commission plans, purchases under our employee stock purchase plan, payouts under our bonus plans and coupon payments related to our 2030 Notes.

Non-GAAP consolidated income from operations. Non-GAAP consolidated income from operations is identified as an additional measure of profit or loss. This non-GAAP measure is used by the chief operating decision maker to allocate resources and assess performance. We define non-GAAP consolidated income from operations as

income from operations excluding certain non-cash or non-recurring items, including stock-based compensation expense, amortization of purchased intangibles, legal settlements, impairment of assets, severance costs, contract termination costs and business combination and other related costs including compensation expense. We believe these adjustments provide useful supplemental information to investors and facilitate the analysis of our operating results and comparison of those results across reporting periods. The following table shows the reconciliation of our reported consolidated income from operations to non-GAAP consolidated income from operations.

	Three Months Ended March 31,		% Change
	2026	2025	
	(dollars in millions)		
GAAP income from operations	$ 503	$ 451	12%
Stock-based compensation	558	470	19%
Amortization of purchased intangibles	77	21	267%
Business combination and other related costs	43	11	291%
Severance costs	18	—	100%
Non-GAAP income from operations	$ 1,199	$ 953	26%

Renewal rate. We calculate our renewal rate by subtracting our attrition rate from 100%. Our attrition rate for a period is equal to the ACV from customers lost during the period, divided by the sum of (i) the total ACV from all customers that renewed during the period, excluding changes in price or users, and (ii) the total ACV from all customers lost during the period. Accordingly, our renewal rate is calculated based on ACV and is not based on the number of customers that have renewed. Further, our renewal rate does not reflect increased or decreased purchases from our customers to the extent such customers are not lost customers or lapsed renewals. A lost customer is a customer that did not renew an expiring contract and that, in our judgment, will not be renewed. Typically, a customer that reduces its subscription upon renewal is not considered a lost customer. However, in instances where the subscription decrease represents the majority of the customer's ACV, we may deem the renewal as a lost customer. For our renewal rate calculation, we define a customer as an entity with a separate production instance of our service and an active subscription contract as of the measurement date, instead of an entity with a unique GULT or DUNS number. We adjust our renewal rate for acquisitions, consolidations and other customer events that cause the merging of two or more accounts occurring at the time of renewal. Our renewal rate was 97% and 98% for the three months ended March 31, 2026 and 2025, respectively. As our renewal rate is impacted by the timing of renewals, which could occur in advance of, or subsequent to the original contract end date, period-to-period comparison of renewal rates may not be meaningful.

Components of Results of Operations

Revenues

Subscription revenues. Subscription revenues are primarily comprised of fees that give customers access to the ordered subscription service for both self-hosted offerings and cloud-based subscription offerings, and related standard and enhanced support and updates, if any, to the subscription service during the subscription term. For our cloud-based offerings, we recognize revenue ratably over the subscription term. For self-hosted offerings, a substantial portion of the sales price is recognized upon delivery of the software, which may cause greater variability in our subscription revenues and subscription gross margin. Pricing includes multiple instances, hosting and support services, data backup and disaster recovery services, as well as future updates, when and if available, offered during the subscription term. We typically invoice our customers for subscription fees in annual increments upon execution of the initial contract or subsequent renewal. Our contracts are generally non-cancellable during the subscription term, though a customer can terminate for breach if we materially fail to perform.

Professional services and other revenues. Our arrangements for professional services are primarily on a time-and-materials basis, and we generally invoice our customers monthly in arrears for the professional services based on actual hours and expenses incurred. Some of our professional services arrangements are on a fixed fee basis. Professional services revenues are recognized as services are delivered. Other revenues primarily consist of fees from customer training delivered on-site or through publicly available classes. Typical payment terms require our customers to pay us within 30 days of invoice.

We sell our subscription services primarily through our direct sales organization. We also sell services through managed service providers and resale partners. We also generate revenues from certain professional services and from training of customers and partner personnel, through both our direct team and indirect sales channel. Revenues from our direct sales organization represented 77% of our total revenues for each of the three months ended March 31, 2026 and 2025. For purposes of calculating revenues from our direct sales organization, revenues from systems integrators and managed services providers are included as part of the direct sales organization.

Seasonality. We have historically experienced seasonality in terms of when we enter into customer agreements. We sign a significantly higher percentage of agreements with new customers, as well as expansion with existing customers, in the fourth quarter of each year. The increase in customer agreements for the fourth quarter is primarily a result of both large enterprise account buying patterns typical in the software industry, which are driven primarily by the expiration of annual authorized budgeted expenditures, and the terms of our commission plans, which incentivize our direct sales organization to meet their annual quotas by December 31. Furthermore, we usually sign a significant portion of these agreements during the last month, and often the last two weeks, of each quarter. This seasonality of entering into customer agreements is sometimes not immediately apparent in our revenues, due to the fact that we recognize subscription revenues from our cloud offering contracts over the term of the subscription agreement, which is generally 12 to 36 months. In addition, we continue to see an increase in the number of 12-month agreements entered into with the U.S. federal government throughout the year, with the highest number of agreements entered into in the third quarter, driven primarily by the timing of their annual budget expenditures. This larger mix of contracts with 12-month renewal terms in the third quarter will generally cause variability in our RPO and cRPO in subsequent quarters until they are renewed. Although these seasonal factors may be common in the technology industry, historical patterns should not be considered a reliable indicator of our future sales activity or performance.

Cost of Revenues

Cost of subscription revenues. Cost of subscription revenues consists primarily of expenses related to hosting our services and providing support to our customers. These expenses are comprised of data center capacity costs, which include colocation costs associated with our data centers as well as interconnectivity between data centers, depreciation related to our infrastructure hardware equipment dedicated for customer use, amortization of intangible assets, expenses associated with software, public cloud service costs, IT services and dedicated customer support, personnel-related costs directly associated with data center operations and customer support, including salaries, benefits, bonuses, stock-based compensation and allocated overhead.

Cost of professional services and other revenues. Cost of professional services and other revenues consists primarily of personnel-related costs directly associated with our professional services and training departments, including salaries, benefits, bonuses and stock-based compensation, the costs of contracted third-party partners, travel expenses and allocated overhead.

Professional services are performed directly by our services team, as well as by contracted third-party partners. Fees paid by us to third-party partners are primarily recognized as cost of revenues as the professional services are delivered. Cost of revenues associated with our professional services engagements contracted with third-party partners as a percentage of professional services and other revenues was 37% and 34% for the three months ended March 31, 2026 and 2025, respectively.

Sales and Marketing

Sales and marketing expenses consist primarily of personnel-related expenses directly associated with our sales and marketing staff, including salaries, benefits, bonuses, stock-based compensation and allocated overhead. Sales and marketing expenses also include the amortization of commissions paid to our sales employees, including related payroll taxes and fringe benefits, and amortization of intangible assets. In addition, sales and marketing expenses include branding expenses, marketing program expenses, which include events such as Knowledge, and costs associated with purchasing advertising and marketing data, software and subscription services dedicated for sales and marketing use and allocated overhead.

Research and Development

Research and development expenses consist primarily of personnel-related expenses directly associated with our research and development staff, including salaries, benefits, bonuses, stock-based compensation and allocated overhead. Research and development expenses also include data center capacity costs, costs associated with outside services contracted for research and development purposes and depreciation of infrastructure hardware equipment that is used solely for research and development purposes.

General and Administrative

General and administrative expenses consist primarily of personnel-related expenses for our executive, finance, legal, human resources, facilities and administrative personnel, including salaries, benefits, bonuses, stock-based compensation, external legal, accounting and other professional services fees, other corporate expenses, amortization of intangible assets and allocated overhead.

Provision for Income Taxes

Provision for income taxes consists of federal, state and foreign income taxes. Our income tax provision for the three months ended March 31, 2026 is primarily attributable to the mix of earnings and losses in countries with differing statutory tax rates and stock-based compensation shortfalls. We continue to maintain a valuation allowance against our California deferred tax assets due to the uncertainty regarding realizability of these deferred tax assets as they have not met the “more likely than not” realization criteria, particularly as we expect research and development tax credit generation to exceed our ability to use the credits in future years.

Comparison of the Three Months Ended March 31, 2026 and 2025

Revenues

	Three Months Ended March 31,		% Change
	2026	2025	
	(dollars in millions)		
Revenues:			
Subscription	$ 3,671	$ 3,005	22%
Professional services and other	99	83	19%
Total revenues	$ 3,770	$ 3,088	22%
Percentage of revenues:			
Subscription	97%	97%	
Professional services and other	3%	3%	
Total	100%	100%	

Subscription revenues increased by $666 million for the three months ended March 31, 2026 compared to the three months ended March 31, 2025, primarily driven by increased purchases by new and existing customers. Included in subscription revenues is $138 million and $157 million of revenues recognized upfront from the delivery of software associated with self-hosted offerings during the three months ended March 31, 2026 and 2025.

We expect subscription revenues for the year ending December 31, 2026 to increase in absolute dollars and remain relatively flat as a percentage of revenue as we continue to add new customers and existing customers increase their usage of our products compared to the year ended December 31, 2025.

Our expectations for revenues, cost of revenues and operating expenses for the remainder of 2026 are based on the 31-day average of foreign exchange rates for March 31, 2026.

Professional services and other revenues increased by $16 million during the three months ended March 31, 2026 compared to the three months ended March 31, 2025, primarily due to an increase in services and trainings provided to new and existing customers.

We expect professional services and other revenues for the year ending December 31, 2026 to increase in absolute dollars and remain relatively flat as a percentage of revenue compared to the year ended December 31, 2025.

Cost of Revenues and Gross Profit Percentage

	Three Months Ended March 31,		% Change
	2026	2025	
	(dollars in millions)		
Cost of revenues:			
Subscription	$ 820	$ 561	46%
Professional services and other	120	90	33%
Total cost of revenues	$ 940	$ 651	44%
Gross profit (loss) percentage:			
Subscription	78%	81%	
Professional services and other	(21%)	(8%)	
Total gross profit percentage	75%	79%	
Gross profit	$ 2,830	$ 2,437	

Cost of subscription revenues increased by $259 million for the three months ended March 31, 2026 compared to the three months ended March 31, 2025, primarily due to increased headcount and increased costs to support the growth of our subscription offerings including costs to support customers in regulated markets. Personnel-related costs, including stock-based compensation and overhead expenses, increased by $114 million for the three months ended March 31, 2026 compared to the three months ended March 31, 2025. Depreciation expense related to infrastructure hardware equipment and expenses associated with software, maintenance and other costs, which together support the expansion of data center capacity, increased by $60 million for the three months ended March 31, 2026 compared to the three months ended March 31, 2025. Expenses associated with our contractual commitments with third-party cloud service providers increased by $41 million for the three months ended March 31, 2026 compared to the three months ended March 31, 2025. In addition, amortization of intangible assets increased by $41 million for the three months ended March 31, 2026 compared to the three months ended March 31, 2025 as a result of acquisitions.

We expect our cost of subscription revenues for the year ending December 31, 2026 to increase in absolute dollars as we provide subscription services to more customers and increase usage within our customer instances and increase as a percentage of revenue compared to the year ended December 31, 2025. We will continue to incur incremental costs to attract customers in regulated markets by adopting public cloud offerings as well as increased support for customers impacted by new and evolving data residency requirements. To the extent future acquisitions are consummated, our cost of subscription revenues may increase due to additional non-cash charges associated with the amortization of intangible assets acquired.

Our subscription gross profit percentage was 78% for the three months ended March 31, 2026 and 81% for the three months ended March 31, 2025. We expect our subscription gross profit percentage to decrease for the year ending December 31, 2026 compared to the year ended December 31, 2025, primarily due to the ongoing growth of our third-party cloud services usage and incremental amortization of intangible assets acquired.

Cost of professional services and other revenues increased by $30 million for the three months ended March 31, 2026 compared to the three months ended March 31, 2025, primarily driven by increased personnel-related costs and an increase in partner ecosystem spend to further help accelerate customer value realization.

Our professional services and other gross loss percentage was 21% for the three months ended March 31, 2026 compared to 8% for the three months ended March 31, 2025, and was primarily driven by personnel-related costs and partner ecosystem spend to further help accelerate customer value realization increasing at a faster rate than revenue. We expect our professional services and other gross loss percentage to increase for the year ending December 31, 2026 compared to the year ended December 31, 2025 as we continue to accelerate customer value realization and support our customers in gaining the maximum value of our latest offerings.

Sales and Marketing

	Three Months Ended March 31,		% Change
	2026	2025	
	(dollars in millions)		
Sales and marketing	$ 1,216	$ 1,054	15%
Percentage of revenues	32%	34%	

Sales and marketing expenses increased by $162 million for the three months ended March 31, 2026 compared to the three months ended March 31, 2025, primarily due to increased headcount resulting in an increase in personnel-related costs including stock-based compensation and overhead expenses of $73 million for the three months ended March 31, 2026 compared to the three months ended March 31, 2025. Amortization expenses associated with deferred commissions increased by $23 million for the three months ended March 31, 2026 compared to the three months ended March 31, 2025, primarily due to an increase in contracts with new customers, expansion and renewal contracts. Other sales and marketing program expenses, which include branding, costs associated with purchasing advertising, marketing events and market data, increased by $33

million for the three months ended March 31, 2026 compared to the three months ended March 31, 2025. In addition, amortization of intangible assets increased by $15 million for the three months ended March 31, 2026 compared to the three months ended March 31, 2025 as a result of acquisitions.

We expect sales and marketing expenses for the year ending December 31, 2026 to increase in absolute dollars and to decrease slightly as a percentage of revenue compared to the year ended December 31, 2025, as we continue to see leverage from increased sales productivity and marketing efficiencies.

Research and Development

	Three Months Ended March 31,		% Change
	2026	2025	
	(dollars in millions)		
Research and development	$ 823	$ 703	17%
Percentage of revenues	22%	23%	

Research and development expenses (“R&D”) increased by $120 million for the three months ended March 31, 2026 compared to the three months ended March 31, 2025, primarily due to increased headcount, resulting in an increase in personnel-related costs including stock-based compensation and overhead expenses of $116 million for the three months ended March 31, 2026 compared to the three months ended March 31, 2025.

We expect R&D expenses for the year ending December 31, 2026 to increase in absolute dollars but remain relatively flat as a percentage of revenue compared to the year ended December 31, 2025, as we continue to improve the existing functionality of our services, develop new applications to fill market needs and enhance our core platform.

General and Administrative

	Three Months Ended March 31,		% Change
	2026	2025	
	(dollars in millions)		
General and administrative	$ 288	$ 229	26%
Percentage of revenues	8%	7%	

General and administrative expenses (“G&A”) increased by $59 million for the three months ended March 31, 2026 compared to the three months ended March 31, 2025, primarily due to an increase in outside services of $35 million, largely related to acquisitions, and an increase in personnel-related costs.

We expect G&A expenses for the year ending December 31, 2026 to increase in absolute dollars but remain relatively flat as a percentage of revenue compared to the year ended December 31, 2025, as we continue to see leverage from continued G&A productivity.

Stock-based Compensation

	Three Months Ended March 31,		% Change
	2026	2025	
	(dollars in millions)		
Cost of revenues:			
Subscription	$ 84	$ 68	24%
Professional services and other	12	11	9%
Operating expenses:			
Sales and marketing	150	148	1%
Research and development	236	185	28%
General and administrative	76	58	31%
Total stock-based compensation	$ 558	$ 470	19%
Percentage of revenues	15%	15%	

Stock-based compensation increased by $88 million for the three months ended March 31, 2026 compared to the three months ended March 31, 2025, primarily due to additional grants to current and new employees and stock-based awards granted in connection with acquisitions.

Stock-based compensation is inherently difficult to forecast due to fluctuations in our stock price. Based upon our stock price as of March 31, 2026, we expect stock-based compensation to continue to increase in absolute dollars for the year ending December 31, 2026 as we continue to issue stock-based awards to our employees but remain relatively flat as a percentage of revenue compared to the year ended December 31, 2025. We expect stock-based compensation as a percentage of revenue to decline over time as we continue to grow.

Foreign Currency Exchange

Our international operations have provided and will continue to provide a significant portion of our total revenues. Revenues outside North America represented 37% and 36% for the three months ended March 31, 2026 and 2025, respectively.

Because we primarily transact in certain foreign currencies for sales outside of the United States, the general weakening of the U.S. Dollar relative to other major foreign currencies had a favorable impact on our revenues for the three months ended March 31, 2026. For entities reporting in currencies other than the U.S. Dollar, if we had translated our results for the three months ended March 31, 2026 at the exchange rates in effect for the three months ended March 31, 2025 rather than the actual exchange rates in effect during the period, our reported subscription revenues would have been $108 million lower, excluding the impact of our cash flow hedging program. The impact from foreign currency movements for the three months ended March 31, 2026 compared to the three months ended March 31, 2025 was not material for professional services and other revenues.

In addition, we primarily transact in several foreign currencies for cost of revenues and operating expenses outside of the United States. The movement of the U.S. Dollar had an immaterial impact on our expenses for the three months ended March 31, 2026.

Interest Income

	Three Months Ended March 31,		% Change
	2026	2025	
	(dollars in millions)		
Interest income	$ 88	$ 115	(23%)
Percentage of revenues	2%	4%	

Interest income decreased by $27 million for the three months ended March 31, 2026 compared to the three months ended March 31, 2025, primarily driven by a decrease in investment income from our managed portfolio resulting from lower average portfolio balances and lower interest rates.

Other Income (Expense), net

	Three Months Ended March 31,		% Change
	2026	2025	
	(dollars in millions)		
Interest expense	$ (6)	$ (6)	—%
Other	88	(5)	NM
Other income (expense), net	$ 82	$ (11)	NM
Percentage of revenues	2%	—%	

NM - Not meaningful

Other income (expense), net increased by $93 million for the three months ended March 31, 2026 compared to the three months ended March 31, 2025, primarily driven by unrealized gains on strategic investments.

To mitigate our risks associated with fluctuations in foreign currency exchange rates, we enter into foreign currency forward contracts with maturities of 12 months or less to hedge a portion of our net outstanding monetary assets and liabilities. These hedging contracts may reduce, but cannot entirely eliminate, the impact of adverse currency exchange rate movements. The gains (losses) recognized for these foreign currency forward contracts in other income (expense), net were immaterial for each of the three months ended March 31, 2026 and 2025.

Provision for Income Taxes

	Three Months Ended March 31,		% Change
	2026	2025	
	(dollars in millions)		
Income before income taxes	$ 673	$ 555	21%
Provision for income taxes	$ 204	$ 95	115%
Effective tax rate	30%	17%	

Our income tax provision was $204 million for the three months ended March 31, 2026 and was primarily attributable to the mix of earnings and losses in countries with differing statutory tax rates and stock-based compensation shortfalls. Our income tax provision was $95 million for the three months ended March 31, 2025 and was primarily attributable to the mix of earnings and losses in countries with differing statutory tax rates, offset by excess tax benefits of stock-based compensation.

On July 4, 2025, H.R. 1, the "One Big Beautiful Bill Act," was enacted into law, bringing significant amendments to the U.S. tax code. This legislation extends and modifies provisions from the 2017 Tax Cuts and Jobs Act and introduces new tax measures affecting both businesses and individuals. The enacted legislation had an immaterial impact on the Company's effective tax rate for the three months ended March 31, 2026. The Company will continue to monitor any future changes in its business or interpretations of the new tax law that could affect its tax position in subsequent periods.

Liquidity and Capital Resources

We generate cash inflows from operations primarily from selling subscription services which are generally paid in advance of provisioning services, and expend cash outflows to develop new services and core technologies that further enhance the Platform, engage our customers and enhance their experience, and enable and transform our business operations. Subscription services arrangements typically have a three-year duration, and we have experienced a renewal rate of 98% over the last three years. Cash outflows from operations are principally comprised of the salaries, bonuses, commissions, and benefits for our workforce, licenses and services arrangements, including cloud services, that are integral to our business operations and data centers and operating lease arrangements that underlie our facilities. We have generated positive operating cash flows for more than ten years as we continue to grow our business in pursuit of our business strategy, and we expect to grow our business and generate positive cash flows from operations during 2026. When assessing sources of liquidity, we also include cash and cash equivalents, marketable securities and long-term marketable securities totaling $7.9 billion as of March 31, 2026.

Our capital requirements are principally comprised of capital expenditures to support data center capacity expansion, non-contract workforce salaries, bonuses, commissions, and benefits and, to a lesser extent, cancellable and non-cancellable licenses, operating leases and services arrangements that are integral to our business operations. We also acquire technology and businesses to expand our service offerings and functionality. Operating lease obligations totaling $1.1 billion are principally associated with leased facilities and have varying maturities with $716 million due over the next five years.

Our supply chain finance ("SCF") program provides suppliers with the opportunity to sell their receivables due from us to a global financial institution. A supplier's election to receive early payment at a discounted amount from the financial institution does not change the amount that we must remit to the financial institution on our payment date, which is generally 90 days from the invoice date. As of March 31, 2026, our outstanding payment obligations to suppliers participating in the SCF program totaled $29 million. These obligations are included in accounts payable in our condensed consolidated balance sheets, and all activity related to these obligations is presented within operating activities in the condensed consolidated statements of cash flows.

We may repurchase our shares of common stock through open market purchases, accelerated share repurchase ("ASR") transactions, privately negotiated transactions or by other means, with the objective to return value to our stockholders and manage the dilution from future employee equity grants and employee stock purchase programs. In May 2023, our board of directors authorized a program to repurchase up to $1.5 billion of our common stock (the "Share Repurchase Program"). In January 2025 and January 2026, our board of directors authorized an additional $3.0 billion and $5.0 billion, respectively, in repurchases under the Share Repurchase Program.

On January 30, 2026, we entered into an ASR agreement with a financial institution to repurchase an aggregate of $2.0 billion of our common stock as part of the Share Repurchase Program. During the three months ended March 31, 2026, the Company completed the ASR transaction with 18.5 million shares of common stock repurchased at an average price of $107.97 per share, which was determined based on the volume weighted average price over the term of the ASR, less an agreed upon discount. Repurchased shares are recognized as treasury stock and held for future issuance.

During the three months ended March 31, 2026, the Company repurchased an additional 1.6 million shares of our common stock for $225 million in open market transactions. As of March 31, 2026, approximately $4.2 billion of the authorized amount under the Share Repurchase Program remained available for future repurchases.

We have also issued long-term debt to finance our business. In August 2020, we issued 1.40% fixed rate ten-year notes with an aggregate principal amount of $1.5 billion due on September 1, 2030 (the “2030 Notes”).

Our operating cash flows, together with our other sources of liquidity, are available to service our liabilities as well as our cancellable and non-cancellable arrangements. We anticipate cash flows generated from operations, cash, cash equivalents, marketable securities and long-term marketable securities, together with our available financing facilities, will be sufficient to meet our liquidity needs for at least the next 12 months. See Note 19 “Subsequent Events” for debt financing associated with the acquisition of Armis Security Ltd. As we look beyond the next 12 months, we seek to continue to grow cash flows necessary to fund our operations and grow our business. If we require additional capital resources, we may seek to finance our operations from the current funds available or additional equity or debt financing.

	Three Months Ended March 31,	
	2026	2025
	(dollars in millions)	
Net cash provided by operating activities	$ 1,670	$ 1,677
Net cash used in investing activities	$ (451)	$ (217)
Net cash used in financing activities	$ (2,236)	$ (398)
Net (decrease) increase in cash, cash equivalents and restricted cash	$ (1,022)	$ 1,067

Operating Activities

Net cash provided by operating activities was $1,670 million for the three months ended March 31, 2026, which was relatively flat compared to $1,677 million for the three months ended March 31, 2025.

Investing Activities

Net cash used in investing activities was $451 million for the three months ended March 31, 2026 compared to $217 million for the three months ended March 31, 2025. The net increase in cash used in investing activities was primarily due to a $1,307 million increase in cash used in business combinations and a $117 million increase in purchases of strategic investments partially offset by a $1,109 million decrease in purchases of marketable securities and a $64 million decrease in purchases of property and equipment.

Financing Activities

Net cash used in financing activities was $2,236 million for the three months ended March 31, 2026 compared to $398 million for the three months ended March 31, 2025. The net increase in cash used in financing activities is due to an increase in repurchases of common stock of $1,927 million, offset by a decrease in taxes paid related to net share settlement of equity awards of $89 million.

Critical Accounting Policies and Significant Judgments and Estimates

There have been no significant changes to our critical accounting policies and estimates as described in our Annual Report on Form 10-K for the year ended December 31, 2025, which was filed with the SEC on January 29, 2026.

Item 3. Qualitative and Quantitative Disclosures About Market Risk

There have been no material changes in our market risk compared to the disclosures in Part II, Item 7A in our Annual Report on Form 10-K for the year ended December 31, 2025, which was filed with the SEC on January 29, 2026.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Regulations under the Exchange Act require public companies, including our Company, to maintain "disclosure controls and procedures," which are defined in Rule 13a-15(e) and Rule 15d-15(e) to mean a company's controls and other procedures that are designed to ensure that information required to be disclosed in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is accumulated and communicated to management, including our principal executive officer and principal financial officer, or persons performing similar functions, as appropriate, to allow timely decisions regarding required or necessary disclosures. In designing and evaluating our disclosure controls and procedures, management recognizes that disclosure controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the disclosure controls and procedures are met. Additionally, in designing disclosure controls and procedures, our management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible disclosure controls and procedures. Our Chief Executive Officer and Chief Financial Officer have concluded, based on the evaluation of the effectiveness of the disclosure controls and procedures by our management as of March 31, 2026, that our disclosure controls and procedures were effective at the reasonable assurance level for this purpose.

Changes in Internal Control over Financial Reporting

There were no changes to our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the quarter ended March 31, 2026 that have materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Part II

Item 1. Legal Proceedings

We are party to certain litigation and other legal proceedings. While legal proceedings are inherently unpredictable and subject to uncertainties, we do not believe that the ultimate resolution of any such proceedings, whether taken individually or in the aggregate, is likely to have a material adverse effect on our business, financial position, results of operations or cash flows.

For additional information regarding legal proceedings, see Note 17 “Commitments and Contingencies” in the notes to our condensed consolidated financial statements in this Quarterly Report on Form 10-Q.

Item 1A. Risk Factors

The Company’s business, financial condition, results of operations and stock price can be affected by a number of factors, whether currently known or unknown, including those described under the section “Risk Factors” in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2025, which was filed with the SEC on January 29, 2026. When any one or more of these risks materialize from time to time, the Company’s business, financial condition, results of operations and stock price can be materially adversely affected. There have been no material changes to the Company’s risk factors since our Annual Report on Form 10-K.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Purchases of Equity Securities

Share repurchases of the Company's common stock for the three months ended March 31, 2026 were as follows:

Period	Total Number of Shares Purchased (in thousands)	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Program (in thousands)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program [1] (in billions)
January 1 - 31	1,631	$ 137.77	1,631	$ 6.20
February 1 - 28 [2]	13,674	107.97	13,674	4.20
March 1 - 31 [2]	4,849	107.97	4,849	4.20
First Quarter 2026	20,154	$ 110.38	20,154	$ 4.20

[1] On May 16, 2023, our board of directors authorized a program to repurchase up to $1.5 billion of our common stock (the "Share Repurchase Program"). In January 2025 and January 2026, our board of directors authorized an additional $3.0 billion and $5.0 billion, respectively, in repurchases under the Share Repurchase Program.

[2] Represents repurchases under the accelerated share repurchase agreement, which was entered into on January 30, 2026. During the three months ended March 31, 2026, the Company repurchased 18.5 million shares of common stock at an average price of $107.97 per share, concluding the program. Refer to Note 13 "Stockholders' Equity" in the notes to our condensed consolidated financial statements for more information.

Item 5. Other Information

Rule 10b5-1 Trading Plans

During the quarter ended March 31, 2026, the following Section 16 officers terminated trading arrangements that were intended to satisfy the affirmative defense of Rule 10b5-1(c):

- William R. McDermott, our Chief Executive Officer, terminated a trading plan on February 6, 2026. The plan, which was adopted on February 27, 2025 and was scheduled to expire May 19, 2026, previously permitted the sale of up to 100% of the net shares resulting from the vesting of 52,566 restricted stock units and performance-based restricted stock units during the plan period, subject to certain vesting conditions. Net shares were net of tax withholding.
- Gina Mastantuono, our President and Chief Financial Officer, terminated a trading plan on February 6, 2026. The plan, which was adopted on August 28, 2025 and was scheduled to expire May 26, 2026, previously permitted the sale of (i) up to 3,700 shares of our common stock and (ii) up to 100% of the net shares resulting from the vesting of 13,136 restricted stock units and performance-based restricted stock units during the plan period, subject to certain vesting conditions. Net shares were net of tax withholding.
- Jacqueline Canney, our Chief People and AI Enablement Officer, terminated a trading plan on February 6, 2026. The plan, which was adopted on February 27, 2025 and was scheduled to expire May 22, 2026, previously permitted the sale of 100% of the net shares resulting from the vesting of 13,248 restricted stock units and performance-based restricted stock units during the plan period, subject to certain vesting conditions. Net shares were net of tax withholding.
- Nick Tzitzon, our Vice Chairman, terminated a trading plan on February 6, 2026. The plan, which was adopted on February 28, 2025 and was scheduled to expire May 19, 2026, previously permitted the sale of (i) up to 649 shares of our common stock and (ii) 100% of the net shares resulting from the vesting of 11,552 restricted stock units and performance-based restricted stock units during the plan period, subject to certain vesting conditions. Net shares were net of tax withholding.
- Russell Elmer, our Special Counsel, terminated a trading plan on February 6, 2026. The plan, which was adopted on May 21, 2025 and was scheduled to expire May 18, 2026, previously permitted the sale of (i) 110 shares of our common stock and (ii) 100% of the net shares resulting from the vesting of 10,523 restricted stock units and performance-based restricted stock units during the plan period, subject to certain vesting conditions. Net shares were net of tax withholding.

In addition, on February 13, 2026, Mr. McDermott adopted a “non-Rule 10b5-1 trading arrangement,” as defined by Regulation S-K Item 408(c), by entering into a share purchase agreement with a broker that provided for the purchase of $3 million of shares of our common stock on February 27, 2026, at prevailing market prices.

Item 6. Exhibits

Exhibit Index

Exhibit Number	Description of Document	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
3.1	Restated Certificate of Incorporation of Registrant	8-K	001-35580	3.1	5/27/2025	
3.2	Restated Bylaws of Registrant	8-K	001-35580	3.1	2/12/2025	
10.1*	Forms of Global Restricted Stock Unit Award Agreement and Global Performance Restricted Stock Unit Award Agreement, effective February 9, 2026, under the Amended and Restated 2021 Equity Incentive Plan					X
10.2*	Employment Letter Agreement dated April 22, 2025, by and between the Registrant and Paul Fipps					X
31.1	Certification of Periodic Report by Chief Executive Officer under Section 302 of the Sarbanes-Oxley Act of 2002					X
31.2	Certification of Periodic Report by Chief Financial Officer under Section 302 of the Sarbanes-Oxley Act of 2002					X
32.1**	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					X
32.2**	Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					X
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.					X
101.SCH	Inline XBRL Taxonomy Extension Schema Document.					X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.					X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.					X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.					X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.					X
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)					X

* Indicates a management contract, compensatory plan or arrangement.

** The certifications on Exhibit 32 hereto are deemed not “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that Section. Such certifications will not be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

SERVICENOW, INC.

Date: April 22, 2026

By: /s/ William R. McDermott

William R. McDermott
Chief Executive Officer
(Principal Executive Officer)

Date: April 22, 2026

By: /s/ Gina Mastantuono

Gina Mastantuono
President and Chief Financial Officer
(Principal Financial Officer)

Date: April 22, 2026

By: /s/ Danielle Fontaine

Danielle Fontaine
Chief Accounting Officer
(Principal Accounting Officer)

SERVICENOW, INC.
AMENDED AND RESTATED 2021 EQUITY INCENTIVE PLAN
NOTICE OF GLOBAL RESTRICTED STOCK UNIT AWARD

Unless otherwise defined herein, the terms defined in the ServiceNow, Inc. (the "***Company***") Amended and Restated 2021 Equity Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of Global Restricted Stock Unit Award and the electronic representation of this Notice of Global Restricted Stock Unit Award established and maintained by the Company or a third party designated by the Company (the "***Notice***").

Name: As set forth in the electronic representation of this Notice of Global Restricted Stock Unit Award.

You ("***Participant***") have been granted an award of Restricted Stock Units ("***RSUs***") under the Plan subject to the terms and conditions of the Plan, this Notice and the Global Restricted Stock Unit Award Agreement, including any appendix to the Global Restricted Stock Unit Award Agreement for Participant's country (the "***Appendix***") (the Restricted Stock Unit Award Agreement and the Appendix are collectively referred to as the "***Agreement***").

Grant ID Number:	The "Grant Number" as set forth in the electronic representation of this Notice of Global Restricted Stock Unit Award.
Number of RSUs:	The "Total Number of RSUs" as set forth in the electronic representation of this Notice of Global Restricted Stock Unit Award.
Date of Grant:	The "Grant Date" as set forth in the electronic representation of this Notice of Global Restricted Stock Unit Award.
Expiration Date:	The "Expiration" as set forth in the electronic representation of this Notice of Global Restricted Stock Unit Award.
Vesting Schedule:	Subject to the limitations set forth in this Notice, the Plan and the Agreement, the RSUs will vest in accordance with the Vesting Schedule Appendix attached hereto.

By accepting (whether in writing, electronically or otherwise) the RSUs, Participant acknowledges and agrees to the following:

Participant understands that Participant's Service with the Company or a Parent, Subsidiary or Affiliate is for an unspecified duration and that nothing in this Notice, the Agreement or the Plan changes the nature of that relationship. Participant acknowledges that the vesting of the RSUs pursuant to this Notice is earned only by continuing Service as an Employee, Director or Consultant of the Company or Parent, Subsidiary or Affiliate. To the extent permitted by applicable law, Participant agrees and acknowledges that the Vesting Schedule Appendix attached hereto, may change prospectively in the event that Participant's Service status changes and/or in the event Participant is on a leave of absence, in accordance with Company policies relating to work schedules and vesting of Awards or as determined by the Committee to the extent permitted by applicable law. Participant also understands that this Notice is subject to the terms and conditions of both the Agreement and the Plan, both of which are incorporated herein

by reference. Participant has read both the Agreement and the Plan. Participant has read the Company's Insider Trading Policy and 10b5-1 Plan Guidelines, and agrees to comply with such policy, as it may be amended from time to time, whenever Participant acquires or disposes of the Company's securities. By accepting this RSU, Participant consents to the electronic delivery as set forth in the Agreement.

Participant should affirmatively accept this RSU by the last day of the calendar month immediately preceding the first month of vesting (the "***Acceptance Deadline***") through the online acceptance process. If Participant does not accept this RSU award though the online acceptance process by the Acceptance Deadline, the Company will automatically accept this RSU award, subject to all terms and conditions set forth in this Notice and Agreement and the Plan, on Participant's behalf. If Participant properly declines this RSU award by the Acceptance Deadline, the RSU award will be canceled, and Participant will not be entitled to any benefits from this RSU award nor any compensation or benefits in lieu of the canceled award.

SERVICENOW, INC.
AMENDED AND RESTATED 2021 EQUITY INCENTIVE PLAN
GLOBAL RESTRICTED STOCK UNIT AWARD AGREEMENT

Unless otherwise defined herein, the terms defined in the ServiceNow, Inc. (the "***Company***") Amended and Restated 2021 Equity Incentive Plan (the "***Plan***") shall have the same defined meanings in this Global Restricted Stock Unit Award Agreement (the "***Agreement***").

Participant has been granted Restricted Stock Units ("***RSUs***") subject to the terms, restrictions and conditions of the Plan, the Notice of Global Restricted Stock Unit Award (the "***Notice***") and this Agreement, including any appendix to this Agreement for Participant's country (the "***Appendix***").

1. **Settlement**. The RSUs shall be settled on or as soon as administratively practicable following each vest date under the Vesting Schedule Appendix attached hereto (and in no event later than 2 1/2 months following the end of the year in which such vest date occurs), provided that Participant continues to provide services to the Company or any Subsidiary or Affiliate through such vest date. Settlement of RSUs shall be in Shares.

2. **No Stockholder Rights**. Unless and until such time as Shares are issued in settlement of vested RSUs, Participant shall have no ownership of the Shares allocated to the RSUs and shall have no right dividends or to vote such Shares.

3. **Dividend Equivalents**. Dividends, if any (whether in cash or Shares), shall not be credited to Participant.

4. **Non-Transferability of RSUs**. RSUs may not be transferred in any manner other than by will or by the laws of descent or distribution or court order or unless otherwise permitted by the Committee on a case-by-case basis.

5. **Termination**. Except as may be otherwise set forth in the ServiceNow, Inc. Executive Severance Policy, as it may be amended or restated from time to time (the "***Severance Policy***"), if Participant's Service terminates for any reason, all unvested RSUs shall be forfeited to the Company forthwith, and all rights of Participant to such RSUs shall immediately terminate without payment of any consideration to Participant. If Participant's Service terminates due to Participant's death or Disability (as defined in the Severance Policy), or for other than Cause (as defined in the Severance Policy) on or after Participant attains the age of sixty-five (65) (such termination of Service, subject to further limitations in the Severance Policy, "***Retirement***"), or Participant incurs a Qualifying Termination (as defined in the Severance Policy), the RSUs will be treated in accordance with the terms of the Severance Policy. In case of any dispute as to whether a Qualifying Termination, Retirement or a termination due to Participant's death or Disability has occurred, the Committee shall have sole discretion to determine whether such a Qualifying Termination, Retirement or a termination due to Participant's death or Disability has occurred and the effective date of such termination.

6. **Withholding Taxes**. Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "***Employer***") the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant or deemed by the Company or the Employer, in its discretion, to be an appropriate charge to Participant, even if legally applicable or deemed applicable to the Company or the Employer

("***Tax-Related Items***"), is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer, if any. Participant further acknowledges that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSU, including, but not limited to, the grant, vesting or settlement of the RSU and the subsequent sale of Shares acquired pursuant to such settlement; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSU to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

In connection with any relevant taxable or tax withholding event, as applicable, Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

(i) withholding from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer;

(ii) withholding from proceeds of the sale of Shares acquired upon settlement of the RSU either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization);

(iii) withholding in Shares to be issued upon settlement of the RSU, provided the Company only withholds the amount of Shares necessary to satisfy the minimum statutory withholding amounts;

(iv) Participant's payment of a cash amount (including by check representing readily available funds or a wire transfer); or

(v) any other arrangement approved by the Committee and permitted under applicable law;

all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Plan Guidelines, if applicable; provided however, that if Participant is a Section 16 officer of the Company under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (i) – (v) above, and the Committee shall establish such method prior to the Tax-Related Items withholding event, and unless determined otherwise by the Committee in advance of a Tax-Related Items withholding event, the method of withholding for this RSU will be (ii) above, if such Participant is located outside of the United States or (iii) above, if such Participant is located within the United States.

The Company may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in Participant's jurisdiction(s). In the event of over-withholding, Participant may receive a refund of any over-

withheld amount in cash (with no entitlement to the equivalent in Shares), or if not refunded, Participant may seek a refund from the local tax authorities. In the event of under-withholding, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or Employer. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, Participant is deemed to have been issued the full number of Shares subject to the vested RSU, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items. The Fair Market Value of these Shares, determined as of the effective date when taxes otherwise would have been withheld in cash, will be applied as a credit against the Tax-Related Items withholding.

Finally, Participant agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items.

7. **No Advice Regarding Grant**. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares. Participant should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

8. **Appendix**. Notwithstanding any provisions in this Agreement, the RSUs grant shall be subject to any additional terms and conditions set forth in any appendix to this Agreement for Participant's country. Moreover, if Participant relocates to or otherwise becomes subject to the laws, rules and/or regulations of another country, the additional terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

9. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the RSU and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

10. **Acknowledgement**. The Company and Participant agree that the RSUs are granted under and governed by the Notice, this Agreement (including the Appendix) and the provisions of the Plan. Participant: (i) acknowledges receipt of a copy of the Plan and the Plan prospectus, (ii) represents that Participant has carefully read and is familiar with their provisions, and (iii) hereby accepts the RSUs subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice.

11. **Entire Agreement; Enforcement of Rights**. This Agreement (including the Appendix), the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

12. **Conditions to Issuance; Compliance with Laws and Regulations**. The issuance of Shares and any restriction on the sale of Shares will be subject to and conditioned upon compliance by the Company and Participant with all applicable state, federal and foreign laws and regulations, with all applicable requirements of any stock exchange or automated quotation system on which the Company's Shares may be listed or quoted at the time of such issuance or transfer and with any exchange control restrictions. Participant understands that the Company is under no obligation to register or qualify the Shares with any state, federal or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, Participant agrees that the Company shall have unilateral authority to amend the Plan and this Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares. Finally, the Shares issued pursuant to this Agreement shall be endorsed with appropriate legends, if any, determined by the Company. Further, notwithstanding any other provision of this Agreement, the Company shall not be required to issue Shares following the lapse of any such reasonable period of time following the vest date as the Company may from time to time establish for reasons of administrative convenience in accordance with Section 409A of the Code.

13. **Governing Law; Severability**. If one or more provisions of this Agreement are held to be unenforceable, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this grant, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that such litigation shall be conducted only in the courts of San Jose, California, or the federal courts for the United States for the Northern District of California, and no other courts, where this grant is made and/or to be performed.

14. **No Rights as Employee, Director or Consultant**. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent, Subsidiary or Affiliate, to terminate Participant's Service, for any reason, with or without Cause.

15. **Consent to Electronic Delivery of All Plan Documents and Disclosures.** By Participant's acceptance (whether in writing, electronically or otherwise) of the Notice, Participant and the Company agree that this RSU is granted under and governed by the terms and conditions of the Plan, the Notice and this Agreement (including the Appendix). Participant has reviewed the Plan, the Notice and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of the Plan, the Notice and this Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this Agreement. Participant further agrees to notify the Company upon any change in Participant's residence address. By acceptance of this RSU, Participant agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company and consents to the electronic delivery of the Notice, the Appendix, this Agreement, the Plan, account statements, Plan prospectuses required by the U.S. Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the RSU. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the

Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion.

16. **Code Section 409A.** For purposes of this Agreement, a termination of employment will be determined consistent with the rules relating to a "separation from service" as defined in Section 409A of the Internal Revenue Code and the regulations thereunder ("***Section 409A***"). Notwithstanding anything else provided herein, to the extent any payments provided under this Agreement in connection with Participant's termination of employment constitute deferred compensation subject to Section 409A, and Participant is deemed at the time of such termination of employment to be a "specified employee" under Section 409A, then such payment shall not be made or commence until the earlier of (i) the expiration of the six-month period measured from Participant's separation from service from the Company or (ii) the date of Participant's death following such a separation from service; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to Participant including, without limitation, the additional tax for which Participant would otherwise be liable under Section 409A(a)(1)(B) in the absence of such a deferral. To the extent any payment under this Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this section are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

17. **Award Subject to Company Clawback or Recoupment.** The RSUs, including any Shares or other benefits that Participant may receive hereunder, shall be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Company, including but not limited to, the terms of the ServiceNow, Inc. Incentive-Based Compensation Recovery Policy, or any successor thereto, as in effect from time to time, or as required to comply with any applicable laws, rules, regulations, stock exchange listing standards, or any current or future rules of the U.S. Securities and Exchange Commission, the New York Stock Exchange or any other governmental agency, as may be amended from time to time, including, without limitation, recoupment requirements imposed pursuant to Rule 10D-1 under the Exchange Act, Section 303A.14 of the New York Stock Exchange Listed Company Manual, the Sarbanes-Oxley Act of 2002, or the Dodd-Frank Wall Street Reform and Consumer Protection Act. In addition to any other remedies available under such policy, applicable law may require the cancellation of Participant's RSUs (whether vested or unvested) and the recoupment of any gains realized with respect to Participant's RSUs. By accepting these RSUs, Participant agrees to be bound by, and to comply with, the terms of any such recoupment requirements, including but not limited to those set forth in such policy, and agrees to promptly take any and all actions the Company reasonably requires to effectuate any such required recoupment provisions. In order to satisfy any such recoupment obligation arising under such policy or applicable laws, rules, regulations or stock exchange listing standards, among other things, Participant expressly and explicitly authorizes the Company to issue instructions, on Participant's behalf, to any brokerage firm and/or third party administrator engaged by the Company to hold any Shares or other amounts acquired pursuant to the RSUs to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company upon the Company's enforcement of this Section 17. In no event will any recovery of compensation pursuant to this Section 17 constitute any event giving rise to Participant's right to resign for "good reason" or "constructive termination" (or similar term) under any employment, compensation or other benefit plan, agreement, policy or other arrangement with, the Company, any Subsidiary and/or the Employer covering Participant.

BY ACCEPTING THIS AWARD OF RSUS, PARTICIPANT AGREES TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

SERVICENOW, INC.
AMENDED AND RESTATED 2021 EQUITY INCENTIVE PLAN
NOTICE OF GLOBAL PERFORMANCE RESTRICTED STOCK UNIT AWARD

Unless otherwise defined herein, the terms defined in the ServiceNow, Inc. (the "***Company***") Amended and Restated 2021 Equity Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of Global Performance Restricted Stock Unit Award and the electronic representation of this Notice of Global Performance Restricted Stock Unit Award and the performance and vesting terms set forth in Exhibit A attached hereto (the "***Vesting Appendix***") established and maintained by the Company or a third party designated by the Company (the Notice of Global Performance Restricted Stock Unit Award and the Vesting Appendix are collectively referred to as the "***Notice***").

Name: As set forth in the electronic representation of this Notice of Global Performance Restricted Stock Unit Award.

You ("***Participant***") have been granted an award of performance-based Restricted Stock Units ("***PRSUs***") under the Plan subject to the terms and conditions of the Plan, this Notice and the Global Performance Restricted Stock Unit Award Agreement, including any appendix to the Global Performance Restricted Stock Unit Award Agreement for Participant's country (the "***Appendix***") (the Global Performance Restricted Stock Unit Award Agreement and the Appendix are collectively referred to as the "***Agreement***").

Grant ID Number:	The "Grant Number" as set forth in the electronic representation of this Notice of Global Performance Restricted Stock Unit Award.
Target Number of PRSUs:	The "Target Number of PRSUs" as set forth in the electronic representation of this Notice of Global Performance Restricted Stock Unit Award.
Date of Grant:	The "Grant Date" as set forth in the electronic representation of this Notice of Global Performance Restricted Stock Unit Award.
Expiration Date:	The "Expiration" as set forth in the electronic representation of this Notice of Global Performance Restricted Stock Unit Award.
Vesting Schedule:	Subject to the limitations set forth in this Notice, the Plan and the Agreement, the PRSUs will vest in accordance with the Vesting Appendix as set forth in Exhibit A hereto.

By accepting (whether in writing, electronically or otherwise) the PRSUs, Participant acknowledges and agrees to the following:

Participant understands that Participant's Service with the Company or a Parent, Subsidiary or Affiliate is for an unspecified duration and that nothing in this Notice, the Agreement or the Plan changes the nature of that relationship. Participant acknowledges that the vesting of the PRSUs pursuant to this Notice is earned only by both achievement of the performance metrics set forth in the Vesting Appendix and continuing Service as an Employee, Director or Consultant of the Company or Parent, Subsidiary or Affiliate. To the extent permitted by applicable law, Participant agrees and acknowledges that the Vesting Schedule, as set forth in Exhibit A, may

change prospectively in the event that Participant's Service status changes and/or in the event Participant is on a leave of absence, in accordance with Company policies relating to work schedules and vesting of Awards or as determined by the Committee to the extent permitted by applicable law. Participant also understands that this Notice is subject to the terms and conditions of both the Agreement and the Plan, both of which are incorporated herein by reference. Participant has read both the Agreement and the Plan. Participant has read the Company's Insider Trading Policy and 10b5-1 Plan Guidelines, and agrees to comply with such policy, as it may be amended from time to time, whenever Participant acquires or disposes of the Company's securities. By accepting this PRSU, Participant consents to the electronic delivery as set forth in the Agreement.

Participant should affirmatively accept this PRSU by the last day of the calendar month immediately preceding the first month of vesting (the "***Acceptance Deadline***") through the online acceptance process. If Participant does not accept this PRSU award though the online acceptance process by the Acceptance Deadline, the Company will automatically accept this PRSU award, subject to all terms and conditions set forth in this Notice and Agreement and the Plan, on Participant's behalf. If Participant properly declines this PRSU award by the Acceptance Deadline, the PRSU award will be canceled, and Participant will not be entitled to any benefits from this PRSU award nor any compensation or benefits in lieu of the canceled award.

EXHIBIT A

VESTING APPENDIX

[ServiceNow to insert applicable performance metrics and vesting schedule.]

SERVICENOW, INC.
AMENDED AND RESTATED 2021 EQUITY INCENTIVE PLAN
GLOBAL PERFORMANCE RESTRICTED STOCK UNIT AWARD AGREEMENT

Unless otherwise defined herein, the terms defined in the ServiceNow, Inc. (the "***Company***") Amended and Restated 2021 Equity Incentive Plan (the "***Plan***") shall have the same defined meanings in this Global Performance Restricted Stock Unit Award Agreement (the "***Agreement***").

Participant has been granted performance-based Restricted Stock Units ("***PRSUs***") subject to the terms, restrictions and conditions of the Plan, the Notice of Global Performance Restricted Stock Unit Award, including the Vesting Appendix attached thereto (the "***Notice***") and this Agreement, including any appendix to this Agreement for Participant's country (the "***Appendix***").

1. **Settlement**. The PRSUs shall be settled on or as soon as administratively practicable following each vest date under the Vesting Schedule set forth in Exhibit A (and in no event later than 2 1/2 months following the end of the year in which such vest date occurs), provided that Participant continues to provide services to the Company or any Subsidiary or Affiliate through such vest date except as may be otherwise set forth in the Vesting Appendix. Settlement of PRSUs shall be in Shares.

2. **No Stockholder Rights**. Unless and until such time as Shares are issued in settlement of vested PRSUs, Participant shall have no ownership of the Shares allocated to the PRSUs and shall have no right dividends or to vote such Shares.

3. **Dividend Equivalents**. Dividends, if any (whether in cash or Shares), shall not be credited to Participant.

4. **Non-Transferability of PRSUs**. PRSUs may not be transferred in any manner other than by will or by the laws of descent or distribution or court order or unless otherwise permitted by the Committee on a case-by-case basis.

5. **Termination**. Except as may be otherwise set forth in the ServiceNow, Inc. Executive Severance Policy, as it may be amended or restated from time to time (the "***Severance Policy***"), if Participant's Service terminates for any reason, all unvested PRSUs shall be forfeited to the Company forthwith, and all rights of Participant to such PRSUs shall immediately terminate without payment of any consideration to Participant. If Participant's Service terminates due to Participant's death or Disability (as defined in the Severance Policy), or for other than Cause (as defined in the Severance Policy) on or after Participant attains the age of sixty-five (65) (such termination of Service, subject to further limitations in the Severance Policy, "***Retirement***"), or if Participant incurs a Qualifying Termination (as defined in the Severance Policy), the PRSUs will be treated in accordance with the terms of the Severance Policy. In case of any dispute as to whether a Qualifying Termination, Retirement or a termination due to Participant's death or Disability has occurred, the Committee shall have sole discretion to determine whether such Qualifying Termination, Retirement or a termination due to Participant's death or Disability has occurred and the effective date of such termination.

6. **Withholding Taxes**. Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "***Employer***") the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant or deemed by the Company or the Employer, in its discretion, to be an appropriate charge to Participant, even if legally applicable or deemed applicable to the Company or the Employer ("***Tax-Related Items***"), is and remains Participant's responsibility and may exceed the amount

actually withheld by the Company or the Employer, if any. Participant further acknowledges that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PRSU, including, but not limited to, the grant, vesting or settlement of the PRSU and the subsequent sale of Shares acquired pursuant to such settlement; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the PRSU to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result. Further, if Participant is subject to Tax-Related Items in more than one jurisdiction, Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

In connection with any relevant taxable or tax withholding event, as applicable, Participant agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, Participant authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

(i) withholding from Participant's wages or other cash compensation paid to Participant by the Company and/or the Employer;

(ii) withholding from proceeds of the sale of Shares acquired upon settlement of the PRSU either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization);

(iii) withholding in Shares to be issued upon settlement of the PRSU, provided the Company only withholds the amount of Shares necessary to satisfy the minimum statutory withholding amounts;

(iv) Participant's payment of a cash amount (including by check representing readily available funds or a wire transfer); or

(v) any other arrangement approved by the Committee and permitted under applicable law;

all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Plan Guidelines, if applicable; provided however, that if Participant is a Section 16 officer of the Company under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (i) – (v) above, and the Committee shall establish such method prior to the Tax-Related Items withholding event, and unless determined otherwise by the Committee in advance of a Tax-Related Items withholding event, the method of withholding for this PRSU will be (ii) above, if such Participant is located outside of the United States or (iii) above, if such Participant is located within the United States.

The Company may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in Participant's jurisdiction(s). In the event of over-withholding, Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Shares), or if not refunded, Participant may seek a refund from the local tax authorities. In the event of under-withholding, Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or Employer. If the obligation for Tax-Related Items is

satisfied by withholding in Shares, for tax purposes, Participant is deemed to have been issued the full number of Shares subject to the vested PRSU, notwithstanding that a number of the Shares are held back solely for the purpose of paying the Tax-Related Items. The Fair Market Value of these Shares, determined as of the effective date when taxes otherwise would have been withheld in cash, will be applied as a credit against the Tax-Related Items withholding.

Finally, Participant agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if Participant fails to comply with Participant's obligations in connection with the Tax-Related Items.

7. **No Advice Regarding Grant**. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares. Participant should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

8. **Appendix**. Notwithstanding any provisions in this Agreement, the PRSUs grant shall be subject to any additional terms and conditions set forth in any appendix to this Agreement for Participant's country. Moreover, if Participant relocates to or otherwise becomes subject to the laws, rules and/or regulations of another country, the additional terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

9. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on Participant's participation in the Plan, on the PRSU and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

10. **Acknowledgement**. The Company and Participant agree that the PRSUs are granted under and governed by the Notice, this Agreement (including the Appendix) and the provisions of the Plan. Participant: (i) acknowledges receipt of a copy of the Plan and the Plan prospectus, (ii) represents that Participant has carefully read and is familiar with their provisions, and (iii) hereby accepts the PRSUs subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice.

11. **Entire Agreement; Enforcement of Rights**. This Agreement (including the Appendix), the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

12. **Conditions to Issuance; Compliance with Laws and Regulations**. The issuance of Shares and any restriction on the sale of Shares will be subject to and conditioned upon compliance by the Company and Participant with all applicable state, federal and foreign laws and regulations, with all applicable requirements of any stock exchange or automated quotation system on which the Company's Shares may be listed or quoted at the time of such issuance or transfer and with any exchange control restrictions. Participant understands that the Company is under no obligation to register or qualify the Shares with any state, federal or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, Participant agrees that the Company shall have unilateral authority to

amend the Plan and this Agreement without Participant's consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares. Finally, the Shares issued pursuant to this Agreement shall be endorsed with appropriate legends, if any, determined by the Company. Further, notwithstanding any other provision of this Agreement, the Company shall not be required to issue Shares following the lapse of any such reasonable period of time following the vest date as the Company may from time to time establish for reasons of administrative convenience in accordance with Section 409A of the Code.

13. **Governing Law; Severability**. If one or more provisions of this Agreement are held to be unenforceable, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this grant, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that such litigation shall be conducted only in the courts of San Jose, California, or the federal courts for the United States for the Northern District of California, and no other courts, where this grant is made and/or to be performed.

14. **No Rights as Employee, Director or Consultant**. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent, Subsidiary or Affiliate, to terminate Participant's Service, for any reason, with or without Cause.

15. **Consent to Electronic Delivery of All Plan Documents and Disclosures.** By Participant's acceptance (whether in writing, electronically or otherwise) of the Notice, Participant and the Company agree that this PRSU is granted under and governed by the terms and conditions of the Plan, the Notice and this Agreement (including the Appendix). Participant has reviewed the Plan, the Notice and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of the Plan, the Notice and this Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this Agreement. Participant further agrees to notify the Company upon any change in Participant's residence address. By acceptance of this PRSU, Participant agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company and consents to the electronic delivery of the Notice, the Appendix, this Agreement, the Plan, account statements, Plan prospectuses required by the U.S. Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the PRSU. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion.

16. **Code Section 409A.** For purposes of this Agreement, a termination of employment will be determined consistent with the rules relating to a "separation from service" as defined in Section 409A of the Internal Revenue Code and the regulations thereunder ("***Section 409A***"). Notwithstanding anything else provided herein, to the extent any payments provided under this Agreement in connection with Participant's termination of employment constitute deferred compensation subject to Section 409A, and Participant is deemed at the time of such termination of employment to be a "specified employee" under Section 409A, then such payment shall not be made or commence until the earlier of (i) the expiration of the six-month period measured from Participant's separation from service from the Company or (ii) the date of Participant's death following such a separation from service; provided, however, that such deferral shall only be

effected to the extent required to avoid adverse tax treatment to Participant including, without limitation, the additional tax for which Participant would otherwise be liable under Section 409A(a)(1)(B) in the absence of such a deferral. To the extent any payment under this Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this section are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

17. **Award Subject to Company Clawback or Recoupment.** The PRSUs, including any Shares or other benefits that Participant may receive hereunder, shall be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Company, including but not limited to, the terms of the ServiceNow, Inc. Incentive-Based Compensation Recovery Policy, or any successor thereto, as in effect from time to time, or as required to comply with any applicable laws, rules, regulations, stock exchange listing standards, or any current or future rules of the U.S. Securities and Exchange Commission, the New York Stock Exchange or any other governmental agency, as may be amended from time to time, including, without limitation, recoupment requirements imposed pursuant to Rule 10D-1 under the Exchange Act, Section 303A.14 of the New York Stock Exchange Listed Company Manual, the Sarbanes-Oxley Act of 2002, or the Dodd-Frank Wall Street Reform and Consumer Protection Act. In addition to any other remedies available under such policy, applicable law may require the cancellation of Participant's PRSUs (whether vested or unvested) and the recoupment of any gains realized with respect to Participant's PRSUs. By accepting these PRSUs, Participant agrees to be bound by, and to comply with, the terms of any such recoupment requirements, including but not limited to those set forth in such policy, and agrees to promptly take any and all actions the Company reasonably requires to effectuate any such required recoupment provisions. In order to satisfy any such recoupment obligation arising under such policy or applicable laws, rules, regulations or stock exchange listing standards, among other things, Participant expressly and explicitly authorizes the Company to issue instructions, on Participant's behalf, to any brokerage firm and/or third party administrator engaged by the Company to hold any Shares or other amounts acquired pursuant to the PRSUs to re-convey, transfer or otherwise return such Shares and/or other amounts to the Company upon the Company's enforcement of this Section 17. In no event will any recovery of compensation pursuant to this Section 17 constitute any event giving rise to Participant's right to resign for "good reason" or "constructive termination" (or similar term) under any employment, compensation or other benefit plan, agreement, policy or other arrangement with, the Company, any Subsidiary and/or the Employer covering Participant.

BY ACCEPTING THIS PRSU AWARD, PARTICIPANT AGREES TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

servicenow

April 22, 2025

Paul Fipps

Dear Paul:

On behalf of ServiceNow, Inc. (the "***Company***"), this letter agreement (the "***Agreement***") updates and sets forth the terms and conditions of your employment with the Company and is effective as of April 23, 2025 (the "***Effective Date***").

1. Position. As of the Effective Date, you will serve as the Company's President of Global Customer Operations reporting directly to the Company's Chief Executive Officer (the "***CEO***"). You will have all of the duties, responsibilities and authority commensurate with the position. You will be expected to devote your full working time and attention to the business of the Company. Notwithstanding the foregoing, you may manage personal investments, participate in civic, charitable, professional and academic activities (including serving on boards and committees), and, subject to prior approval, serve on the board of directors (and any committees) of outside entities, provided that such activities do not at the time the activity or activities commence or thereafter (i) create an actual or potential business or fiduciary conflict of interest or (ii) individually or in the aggregate, interfere materially with the performance of your duties to the Company. As a matter of policy, the Company does not permit executive officers to serve on more than one outside board of directors for a for-profit company.

2. Term. Subject to the terms of this Agreement, this Agreement will remain in effect for a period commencing on the Effective Date and continuing until termination of your employment as set forth herein (the "***Employment Term***").

3. Cash Compensation.

    a. Base Salary. As of the Effective Date your annual base salary (the "***Base Salary***") will be Eight Hundred Thousand Dollars ($800,000), less required deductions and withholdings, payable in accordance with the Company's normal payroll practices. Thereafter, your annual base salary will be determined by the Leadership Development and Compensation Committee of the Company's Board of Directors (the "***Compensation Committee***"). Your Base Salary will be pro-rated for any partial years of employment during your Employment Term.

    b. Annual Target Bonus. During the Employment Term, you will be eligible to participate in our executive corporate bonus program. As of the Effective Date your annual bonus target will be One Hundred Twenty-Five percent (125%) of your Base Salary which equals One Million Dollars ($1,000,000) for the applicable fiscal year (your "***Target Bonus***"). Whether you receive the Target Bonus, and the amount of actual bonus amount awarded (your "***Actual***

Bonus") will be determined by the Compensation Committee based in all cases upon the achievement of both Company and individual performance objectives as established by the Compensation Committee. To earn any Actual Bonus, you must be employed by the Company on the last day of the period to which such bonus relates and at the time bonuses are paid, except as otherwise provided herein. Your bonus participation will be subject to all the terms, conditions and restrictions of the applicable Company bonus plan, as amended from time to time. The Actual Bonus shall be subject to required deductions and withholdings.

c. 2025 Quarterly Cash Incentive. You will also be eligible to earn a quarterly performance-based fiscal year 2025 cash incentive award (the "***2025 Cash Incentive***"). The 2025 Cash Incentive total target value is One Million Two Hundred Thousand Dollars ($1,200,000).

Provided that you remain employed throughout each of the respective full fiscal quarters as well as the payment dates for the 2025 Cash Incentive for Q2 2025, Q3 2025 and Q4 2025, you will earn and be paid your 2025 Cash Incentive in quarterly installments of Four Hundred Thousand Dollars ($400,000) for each of Q2 2025, Q3 2025 and Q4 2025 subject to your achievement of the Company's global NNACV goals for each quarter as set by the Company.

For the avoidance of doubt, the 2025 Cash Incentive quarterly installments will either be earned or forfeited based on the global NNACV attainment for the applicable quarter only. There is no carry forward of unearned 2025 Cash Incentive opportunity into a subsequent quarter. There is no pro-rata payment for partial achievement of the Company's quarterly NNACV goals. All amounts earned under the 2025 Cash Incentive will be subject to applicable taxes and withholdings and will be paid no later than the third (3rd) regular payroll date following quarter end.

4. Benefits, Vacation & Expenses.

a. You remain entitled to participate in all employee retirement, welfare, insurance, benefit and vacation programs of the Company as are in effect from time to time and in which other senior executives of the Company are eligible to participate, on the same terms as such other senior executives, pursuant to the governing plan documents.

b. The Company will, in accordance with applicable Company policies and guidelines, reimburse you for all reasonable and necessary expenses incurred by you in connection with your performance of services on behalf of the Company.

5. Equity Awards.

a. Prior Equity Awards. The Company has previously granted you equity awards under the Company's 2012 and/or 2021 Equity Incentive Plan. Such

awards will continue to be subject to their exiting terms and any additional terms set forth in this Agreement.

b. Promotion Grant. Subject to this Section 5 and subject to the approval of the Company's Board of Directors (the "***Board***") or the Compensation Committee, the Company will grant you awards with a total grant date value of Six Million Dollars ($6,000,000), as follows:

   i. a restricted stock unit award to acquire such number of shares of the Company's common stock equal to Two Million Four Hundred Thousand Dollars ($2,400,000) divided by the average daily closing price of the Company's common stock on the New York Stock Exchange for the twenty (20) trading days ending on the third trading day immediately prior to the Grant Date, rounded up to the nearest whole share (the "***Promotion RSU Award***") under the Company's 2021 Equity Incentive Plan, as amended and restated (the "***Equity Plan***"). The Promotion RSU Award will vest over a three-year period, with 8.33% of the shares vesting and settling on August 15, 2025, and the remaining shares vesting and settling thereafter in equal quarterly installments; and

   ii. a Fiscal Year 2025 Performance-Based Restricted Stock Unit ("***PRSU***") Award to acquire such number of shares of the Company's common stock equal to Three Million Six Hundred Thousand Dollars ($3,600,000) divided by the average daily closing price of the Company's common stock on the New York Stock Exchange for the twenty (20) trading days ending on the third trading day immediately prior to the Grant Date, rounded up to the nearest whole share (the "***Promotion PRSU Award***") under the Equity Plan. The Promotion PRSU Award shall be subject to the same performance metrics and vesting schedule as the Fiscal Year 2025 performance restricted stock units granted to you on February 18, 2025, with one-third of the Promotion PRSU Award scheduled to vest annually following the determination of Non-GAAP Subscription Revenues for each of 2025, 2026 and 2027, subject to the Company's relative total shareholder return ranking against the S&P 500 index for the applicable performance period. The award determination will not be pro-rated based on the Effective Date being after January 1, 2025.

   iii. Vesting of the Promotion RSU Award and Promotion PRSU Award will depend on your continued employment by the Company on the applicable time-based and performance-based vesting dates, respectively, and will be subject to the terms and conditions of the written agreement governing such grants, the Equity Plan and this Agreement.

c. Future Equity. You shall be eligible for future equity grants as determined by and pursuant to the terms established by the Compensation Committee. The

amount and performance metrics for subsequent performance-based restricted stock units will be determined by the Compensation Committee.

6. Effect of Termination of Employment. In the event of your termination of employment, you shall be entitled to the benefits and payments, if any, and subject to the terms and conditions, described in the Company's then effective Executive Severance Policy applicable to the CEO and P5 members (the "***Executive Severance Policy***").

7. Parachute Payments. In the event that the severance and other benefits provided for in this Agreement, the Executive Severance Policy or otherwise payable to you (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) but for this Section, would be subject to the excise tax imposed by Section 4999 of the Code, then, at your discretion, your severance and other benefits under this Agreement shall be payable either (i) in full, or (ii) as to such lesser amount which would result in no portion of such severance and other benefits being subject to the excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by you on an after-tax basis, of the greatest amount of severance benefits under this Agreement, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. Any reduction shall be made in the following manner: first a pro-rata reduction of (i) cash payments subject to Section 409A of the Code as deferred compensation and (ii) cash payments not subject to Section 409A of the Code, and second a pro rata cancellation of (i) equity-based compensation subject to Section 409A of the Code as deferred compensation and (ii) equity-based compensation not subject to Section 409A of the Code, with equity all being reduced in reverse order of vesting and equity not subject to treatment under Treasury regulation 1.280G- Q & A 24(c) being reduced before equity that is so subject. Unless the Company and you otherwise agree in writing, any determination required under this Section shall be made in writing by the Company's independent public accountants (the "***Accountants***"), whose determination shall be conclusive and binding upon you and the Company for all purposes. For purposes of making the calculations required by this Section, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and you shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Accountants shall deliver to the Company and you sufficient documentation for you to rely on it for purpose of filing your tax returns. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section.

8. Section 409A. To the extent (i) any payments to which you become entitled under this Agreement, the Executive Severance Policy, or any agreement or plan referenced herein, in connection with your termination of employment with the Company constitute deferred compensation subject to Section 409A of the Code and (ii) you are deemed at the time of such termination of employment to be a "specified" employee under Section 409A of the Code, then such payment or payments shall not be made or

commence until the earlier of (i) the expiration of the six (6)-month period measured from the date of your "separation from service" (as such term is at the time defined in regulations under Section 409A of the Code) with the Company; or (ii) the date of your death following such separation from service; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to you, including (without limitation) the additional twenty percent (20%) tax for which you would otherwise be liable under Section 409A(a)(1)(B) of the Code in the absence of such deferral. Upon the expiration of the applicable deferral period, any payments which would have otherwise been made during that period (whether in a single sum or in installments) in the absence of this paragraph shall be paid to you or your beneficiary in one lump sum (without interest).

Except as otherwise expressly provided herein, to the extent any expense reimbursement or the provision of any in-kind benefit under this Agreement (or otherwise referenced herein) is determined to be subject to (and not exempt from) Section 409A of the Code, the amount of any such expenses eligible for reimbursement, or the provision of any in-kind benefit, in one calendar year shall not affect the expenses eligible for reimbursement or in kind benefits to be provided in any other calendar year, in no event shall any expenses be reimbursed after the last day of the calendar year following the calendar year in which you incurred such expenses, and in no event shall any right to reimbursement or the provision of any in-kind benefit be subject to liquidation or exchange for another benefit.

To the extent that any provision of this Agreement is ambiguous as to its exemption or compliance with Section 409A, the provision will be read in such a manner so that all payments hereunder are exempt from Section 409A to the maximum permissible extent, and for any payments where such construction is not tenable, that those payments comply with Section 409A to the maximum permissible extent. To the extent any payment under this Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this Agreement (or referenced in this Agreement), and each installment thereof, are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the regulations under Section 409A.

9. At Will Employment. Employment with the Company is for no specific period of time. Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment at any time, with or without cause, and with or without advance notice. Any contrary representations that may have been made to you are superseded by this Agreement. This is the full and complete agreement between you and the Company on this term. Although your compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and a duly authorized officer of the Company (other than you).

10. Confidential Information and Other Company Policies. You will continue to be bound by and comply fully with the Company's standard confidentiality agreement

(which you have previously executed), insider trading policy, code of ethics, and any other policies and programs adopted by the Company regulating the behavior of its employees, as such policies and programs may be amended from time to time to the extent the same are not inconsistent with this Agreement, unless you consent to the same at the time of such amendment.

11. Company Records and Confidential Information.

    a. Records. All records, files, documents and the like, or abstracts, summaries or copies thereof, relating to the business of the Company or the business of any subsidiary or affiliated companies, which the Company or you prepare or have previously prepared or use or have previously used or come into contact with or have previously come into contact with, will remain the sole property of the Company or the affiliated or subsidiary company, as the case may be, and will be promptly returned upon termination of employment. You may retain any documents evidencing your terms of employment and compensation without violation hereto.

    b. Confidentiality. You acknowledge that you have acquired and will acquire knowledge regarding confidential, proprietary and/or trade secret information in the course of performing your responsibilities for the Company, and you further acknowledge that such knowledge and information is the sole and exclusive property of the Company. You recognize that disclosure of such knowledge and information, or use of such knowledge and information, to or by a competitor could cause serious and irreparable harm to the Company.

12. Indemnification. You and the Company will, by no later than the Effective Date, enter into the form of indemnification agreement provided to other similarly situated officers of the Company.

13. Arbitration. You and the Company agree to submit to mandatory binding arbitration, in Santa Clara County, California, before a single neutral arbitrator, any and all claims arising out of or related to this Agreement and your employment with the Company and the termination thereof, except that each party may, at its or his option, seek injunctive relief in court prior to such arbitration proceeding pursuant to applicable law. YOU AND THE COMPANY HEREBY WAIVE ANY RIGHTS TO TRIAL BY JURY IN REGARD TO SUCH CLAIMS. This agreement to arbitrate does not restrict your right to file administrative claims you may bring before any government agency where, as a matter of law, the parties may not restrict your ability to file such claims (including, but not limited to, the National Labor Relations Board, the Equal Employment Opportunity Commission and the Department of Labor). However, you and the Company agree that, to the fullest extent permitted by law, arbitration shall be the exclusive remedy for the subject matter of such administrative claims. The arbitration shall be conducted through the American Arbitration Association (the "***AAA***"). The arbitrator shall issue a written decision that contains the essential findings and conclusions on which the decision is based. The arbitration will be conducted in accordance with the AAA employment arbitration rules then in effect. The AAA rules may be found and reviewed at http://www.adr.org. If you are unable to access these rules, please let me know and I will provide you with a

hardcopy. The parties acknowledge that they are hereby waiving any rights to trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other in connection with any matter whatsoever arising out of or in any way connected with this Agreement.

14. Compensation Recoupment. All amounts payable to you hereunder shall be subject to recoupment pursuant to the Company's current compensation recoupment policy, and any additional compensation recoupment policy or amendments to the current policy adopted by the Board or the Compensation Committee from time to time hereafter, as allowed by applicable law.

15. Miscellaneous.

    a. At-Will Employment, Confidential Information and Invention Assignment Agreement and Arbitration Agreement. You previously executed the Company's At-Will Employment, Confidential Information and Invention Assignment Agreement and Arbitration Agreement. That agreement remains in full force and effect.

    b. Absence of Conflicts; Competition with Prior Employer. You represent that your performance of your duties under this Agreement will not breach any other agreement as to which you are a party. You agree that you have disclosed to the Company all of your existing employment and/or business relationships, including, but not limited to, any consulting or advising relationships, outside directorships, investments in privately held companies, and any other relationships that may create a conflict of interest. You are not to bring with you to the Company, or use or disclose to any person associated with the Company, any confidential or proprietary information belonging to any former employer or other person or entity with respect to which you owe an obligation of confidentiality under any agreement or otherwise. The Company does not need and will not use such information and we will assist you in any way possible to preserve and protect the confidentiality of proprietary information belonging to third parties. Also, we expect you to abide by any obligations to refrain from soliciting any person employed by or otherwise associated with any former employer and suggest that you refrain from having any contact with such persons until such time as any non-solicitation obligation expires.

    c. Successors. This Agreement is binding on and may be enforced by the Company and its successors and permitted assigns and is binding on and may be enforced by you and your heirs and legal representatives. Any successor to the Company or substantially all of its business (whether by purchase, merger, consolidation or otherwise) will in advance assume in writing and be bound by all of the Company's obligations under this Agreement and shall be the only permitted assignee.

    d. Notices. Notices under this Agreement must be in writing and will be deemed to have been given when personally delivered or two days after mailed by U.S. registered or certified mail, return receipt requested and postage prepaid.

Mailed notices to you will be addressed to you at the home address which you have most recently communicated to the Company in writing. Notices to the Company will be addressed to the CEO at the Company's corporate headquarters.

e. Waiver. No provision of this Agreement will be modified or waived except in writing signed by you and an officer of the Company duly authorized by its Board. No waiver by either party of any breach of this Agreement by the other party will be considered a waiver of any other breach of this Agreement.

f. Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

g. Withholding. All sums payable to you hereunder shall be reduced by all federal, state, local and other withholding and similar taxes and payments required by applicable law.

h. Entire Agreement. This Agreement represents the entire agreement between the parties concerning the subject matter herein and supersedes all prior agreements and understandings between you and the Company. It may be amended, or any of its provisions waived, only by a written document executed by both parties in the case of an amendment, or by the party against whom the waiver is asserted.

i. Governing Law. This Agreement will be governed by the laws of the State of California without reference to conflict of laws provisions.

j. Survival. The provisions of this Agreement shall survive the termination of your employment for any reason to the extent necessary to enable the parties to enforce their respective rights under this Agreement.

Please sign and date this Agreement, and return it to me if you wish to accept employment under the terms described above.

Best regards,
/s/ Jacqui Canney
Jacqui Canney
Chief People & AI Enablement Officer
ServiceNow, Inc.

I, the undersigned, hereby accept and agree to the updated terms and conditions of my employment with the Company as set forth in this Agreement.

Accepted and agreed to this 29th day of April, 2025:

By: /s/ Paul Fipps

Paul Fipps

EXHIBIT 31.1

CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, William R. McDermott, certify that:

1. I have reviewed this quarterly report on Form 10-Q of ServiceNow, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 22, 2026

/s/ William R. McDermott

William R. McDermott
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF PERIODIC REPORT UNDER SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Gina Mastantuono, certify that:

1. I have reviewed this quarterly report on Form 10-Q of ServiceNow, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 22, 2026

/s/ Gina Mastantuono

Gina Mastantuono
President and Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

I, William R. McDermott, Chief Executive Officer of ServiceNow, Inc. (the "Company"), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- the Quarterly Report on Form 10-Q of the Company for the period ended March 31, 2026 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 22, 2026

/s/ William R. McDermott

William R. McDermott
Chief Executive Officer
(Principal Executive Officer)

A signed original of this written statement required by Section 906 has been provided to ServiceNow, Inc. and will be retained by it and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 32.2

CERTIFICATION PURSUANT TO

18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

I, Gina Mastantuono, Chief Financial Officer of ServiceNow, Inc. (the "Company"), do hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- the Quarterly Report on Form 10-Q of the Company for the period ended March 31, 2026 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 22, 2026

/s/ Gina Mastantuono

Gina Mastantuono
President and Chief Financial Officer
(Principal Financial Officer)

A signed original of this written statement required by Section 906 has been provided to ServiceNow, Inc. and will be retained by it and furnished to the Securities and Exchange Commission or its staff upon request.