

MESSAGING SERVICE ORDERING AGREEMENT

This Messaging Service Ordering Agreement ("Agreement") is made between the ServiceNow entity ("ServiceNow") and the customer entity ("Customer") on the ordering document issued by ServiceNow and becomes effective on the last signature date of the ordering document ("Effective Date"). The Agreement includes the following, all of which are deemed incorporated by this reference: the General Terms and Conditions below; Order Forms; and any other terms expressly referenced anywhere in this Agreement. All capitalized terms not defined in the General Terms and Conditions will have the meaning given to them in other parts of the Agreement.

GENERAL TERMS AND CONDITIONS

1. Definitions

"Acceptable Use Policy" or **"AUP"** means certain terms and conditions relating to the use of the Messaging Service available at <https://www.twilio.com/legal/aup>.

"Affiliate" means any person or entity directly or indirectly Controlling, Controlled by, or under common Control with a party, where "Control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause direction of the general management of a legal entity.

"Beta Offerings" means services that are identified as alpha, beta, not generally available, limited release, developer preview, or any such similarly designated services, products, features, and documentation offered by Twilio.

"Customer Data" means data and other information made available by or for Customer, to ServiceNow, through the use of the Messaging Service under this Agreement.

"Documentation" means the documentation including usage guides and policies for the Messaging Service available at <https://www.twilio.com/docs>.

"End User" means any Customer authorized user of the Messaging Service.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Law" means any applicable law, rule, statute, decree, decision, order, regulation, judgment, code, and requirement of any government authority (federal, state, local, or international) having jurisdiction).

"Messaging Service" means the products and services that are ordered by Customer under an Order Form and includes both (a) the platform services, including access to any application programming interface ("**Twilio API**") and (b) where applicable, connectivity services, that link the Services to the telecommunication providers' networks via the Internet.

“Messaging Service Privacy Exhibit” means the terms relating to the processing of personal data applicable to the Messaging Service as set forth at <https://www.servicenow.com/upgrade-schedules.html> and incorporated into this Agreement.

“Messaging Service Support Exhibit” means the terms of support for the Messaging Service as set forth at <https://www.servicenow.com/upgrade-schedules.html> and incorporated into this Agreement.

“Messaging Service Security Overview” means the security related terms applicable to the Messaging Service as set forth at <https://www.servicenow.com/upgrade-schedules.html> and incorporated into this Agreement .

“Subscription Term” means the period of authorized access to and use of the Messaging Service, as set forth in an Order Form.

“Twilio” means the platform and service provider used by ServiceNow to deliver the Messaging Service.

“Messaging Service WhatsApp Addendum” means the terms, as set forth at <https://www.servicenow.com/upgrade-schedules.html> and incorporated into this Agreement, applicable to the extent Customer requests use of the WhatsApp functionality made available to Customer in connection with the Messaging Service.

2. Services

2.1 Provision of the Messaging Service. ServiceNow will: (a) make the Messaging Service available to Customer pursuant to this Agreement, the Documentation and any applicable Order Forms for use by Customer or its End Users; (b) comply with the security terms for the Messaging Service as set forth in the Messaging Service Security Overview; (c) provide the Messaging Service in accordance with Laws applicable to ServiceNow's provision of the Messaging Service to its customers generally (i.e. without regard for Customer's particular use of the Messaging Service), and subject to Customer's use of the Messaging Service in accordance with this Agreement, the Documentation, and any applicable Order Forms; and (d) provide Customer support and an availability SLA for the Messaging Service as described in the Messaging Service Support Exhibit. To the extent Customer requests use of the WhatsApp functionality made available to Customer in connection with the Messaging Service, ServiceNow shall make such functionality available, and Customer shall use such functionality, pursuant to this Agreement as supplemented and modified by the Messaging Service WhatsApp Addendum.

2.2 Customer Responsibilities. Customer will: (a) be solely responsible for all use (whether or not authorized) of the Messaging Service and Documentation under its account, including for the quality and integrity of Customer Data; (b) use Messaging Service only in accordance with this Agreement, the Acceptable Use Policy, the Documentation, any applicable Order Forms, and applicable Laws; (c) be solely responsible for all acts, omissions, and activities of its End Users, including their compliance with this Agreement, the Documentation, the Acceptable Use Policy, and any applicable Order Forms or other applicable terms related to the use of the

Messaging Service as mutually agreed to by the parties in writing and specifically made part of this Agreement; (d) use commercially reasonable efforts to prevent unauthorized access to or use of the Messaging Service and notify ServiceNow promptly of any such unauthorized access or use; (e) provide reasonable cooperation regarding information requests from law enforcement, regulators, or telecommunications providers; and (f) comply with the representations and warranties set forth in Section 5 (Warranties and Disclaimers) below.

2.3 Messaging Service Usage Restrictions. Customer will not (and will ensure its End Users do not): (a) transfer, resell, lease, license, or otherwise make available the Messaging Service to third parties (except to make the purchased Messaging Service available to its End Users), offer it on a standalone basis or use it in a manner that circumvents use limits or technological access control measures; (b) attempt to use the Messaging Service to contact or allow End Users to contact an official government-sponsored emergency telephone number (such as 911 in North America or 112 in the European Union and other locations worldwide) which is used to dispatch professional emergency responders ("**Emergency Services**"), unless the Messaging Service is expressly identified as approved by ServiceNow for Emergency Services in a written addendum to this Agreement; (c) use the Messaging Service in any manner that violates the Acceptable Use Policy or any applicable Law; or (d) use the Messaging Service to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or otherwise engage in a malicious act or disrupt its security, integrity, or operation.

2.4 Compliance with Country-Specific SMS Guidelines. Customer will use the Messaging Service only in accordance with the Country-Specific SMS Guidelines set forth at <https://www.twilio.com/guidelines/sms>.

2.5 Suspension of Messaging Service. ServiceNow may suspend the Messaging Service immediately upon notice to Customer for cause if: (a) Customer or an End User materially breaches (or ServiceNow reasonably believes that Customer or an End User has materially breached) any provision of this Agreement, including its obligations under the Acceptable Use Policy; (b) there is an unusual and material spike or increase in Customer's use of the Messaging Services and ServiceNow believes that such traffic or use is fraudulent or materially and negatively impacting the operating capability of the Messaging Service; (c) ServiceNow determines that its provision of the Messaging Service is prohibited by applicable Law; or (d) there is any use of the Messaging Service by Customer or an End User that in ServiceNow's reasonable judgment threatens the security, integrity, or availability of the Messaging Service. Except to the extent required by any third party (e.g., telecommunications carrier, regulatory body), ServiceNow shall, where reasonably practicable and insofar as the security, integrity or availability of Messaging Service is not threatened by such notice, provide Customer prior written notice before exercising its right to suspend the Messaging Service. However, ServiceNow will use commercially reasonable efforts under the circumstances to (x) provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension; (y) where practicable, limit the suspension based on the circumstances leading to the suspension (e.g., to certain phone numbers, or other subset of traffic); and (z) remove the suspension as quickly as reasonably practicable after the circumstances leading to the suspension have been resolved. If Customer's account is blocked because it is operating in a country or region prohibited under Section 5.1 (b), Customer will receive notice of its account being inoperable when Customer attempts to log into its account in the restricted country or region.

2.6 Changes to the Messaging Service. Customer acknowledges that the features and functions of the Messaging Service may change over time; provided, however, ServiceNow will

not materially decrease the overall functionality of the Messaging Service during the Subscription Term. Although ServiceNow endeavors to avoid changes to the Messaging Service's APIs that are not backwards compatible, if any such changes become necessary, ServiceNow will use commercially reasonable efforts to notify Customer prior to implementation. In the event that ServiceNow makes a non-backwards compatible change to a Messaging Service's API and such change materially and negatively impacts Customer's use of the Messaging Service ("**Adverse API Change**"), then (a) Customer shall notify ServiceNow of the Adverse API Change and (b) ServiceNow may agree to work with the Customer to resolve or otherwise address the Adverse API Change, except where ServiceNow, in its sole discretion, has determined that an Adverse API Change is required for security reasons, by telecommunications providers, or to comply with applicable Law. If the parties cannot, in good faith, find a mutually agreeable solution and the Adverse API Change: (a) imposes additional, material, adverse obligations or liability upon Customer, and (b) is not required by applicable Law or pursuant to requirements of telecommunications providers, then within thirty (30) days of such Adverse API Change notice, Customer may terminate this Agreement for convenience upon thirty (30) days prior written notice to ServiceNow. Customer must pay within thirty (30) days of the effective date of termination all amounts which have accrued prior to such termination and ServiceNow will refund any prepaid unused fees for the terminated Messaging Service.

2.7 Beta Offerings. From time to time, Beta Offerings may be made available to Customer. Customer may, in its sole discretion, choose to use such Beta Offerings. Beta Offerings may be discontinued at any time and Beta Offerings may never become generally available. For avoidance of doubt, such Beta Offerings are not the Messaging Service as contemplated under this Agreement.

3. Taxes

All payments required by this Agreement are stated exclusive of all taxes, duties, levies, imposts, fines, or similar governmental assessments, including sales and use taxes, value-added taxes ("**VAT**"), goods and services taxes ("**GST**"), excise, business, service, and similar transactional taxes imposed by any jurisdiction, and the interest and penalties on any and all of these (collectively, "Taxes"). Customer is solely liable for and will pay all Taxes associated with its purchase of, payment for, access to, or use of, the Messaging Service. For the avoidance of doubt, Taxes will not be deducted from payments to ServiceNow, except as required by Law, in which case Customer will increase the amount payable as necessary so that, after making all required deductions and withholdings, ServiceNow receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. When applicable, Customer will provide to ServiceNow its VAT or GST identification number(s) on the Order Form. Customer will use the ordered Service for Customer's business use in accordance with the provided VAT or GST identification number(s) of its business establishment(s).

4. Ownership, Feedback, Confidentiality, and Customer Data

4.1 Ownership Rights. As between the parties, ServiceNow and Twilio exclusively own and reserves all right, title, and interest in and to the Messaging Service, Documentation, and their Confidential Information. For avoidance of doubt, ServiceNow or Twilio own all anonymized and aggregated data resulting from use and operation of the Messaging Service, including, but not limited, to volumes, frequencies, or bounce rates, and that do not identify a natural person

as the source of the information. As between the parties, Customer exclusively owns and reserves all right, title, and interest in Customer's Confidential Information, including Customer Content, and the content of any communications that the Customer sends through the Messaging Service.

4.2 Feedback. Customer may provide recommendations, suggestions, improvement, or correction request, comments, or other feedback (collectively, "**Feedback**") to ServiceNow. Customer grants ServiceNow a worldwide perpetual, irrevocable, royalty-free license to use, exploit, and incorporate such Feedback into the Messaging Service. Feedback will not be treated as Customer's Confidential Information.

4.3 Confidentiality.

(a) Definition. "**Confidential Information**" means any information or data, regardless of whether it is in tangible form, disclosed by either party ("**Disclosing Party**") to the other party ("**Receiving Party**") that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding disclosure, including, without limitation, Customer Data, security reports and attestations, audit reports, customer lists, pricing, phone numbers, concepts, processes, plans, designs and other strategies, "know how", financial, and other business and/or technical information and materials of the Disclosing Party and its Affiliates. Confidential Information does not include any information which: (i) is publicly available through no breach of this Agreement or fault of the Receiving Party; (ii) was properly known by the Receiving Party, and to its knowledge, without any restriction, prior to disclosure by the Disclosing Party; (iii) was properly disclosed to the Receiving Party, and to its knowledge, without any restriction, by another person without violation of the Disclosing Party's rights; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party.

(b) Use and Disclosure. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, legal counsel, accountants, and contractors (collectively, "**Representatives**") who need that access for purposes consistent with this Agreement and who are legally bound to keep such information confidential consistent with the terms of this Section 4.3. Neither party will disclose the terms of this Agreement or any Order Form or other purchase of Services to any third party other than its Representatives without the other party's prior written consent, provided that a party will remain responsible for compliance with this Section 4.3 (Confidentiality) by its Affiliates and Representatives. Notwithstanding the foregoing, (x) ServiceNow or Twilio may disclose the terms of this Agreement and any applicable purchase transaction to a subcontractor to the extent necessary to perform the obligations under this Agreement; and (y) ServiceNow or Twilio may use and disclose Confidential Information of Customer solely to the extent necessary to provide the Messaging Service and as further described in the Messaging Service Privacy Exhibit. In each case of disclosures under (x) and (y) such disclosures shall be made under terms of confidentiality materially as protective as set forth herein.

(c) Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if so required pursuant to Law ("**Compelled Disclosure**"), provided the Receiving Party gives the Disclosing Party notice of a Compelled Disclosure (to the extent legally permitted). The Disclosing Party shall cover the Receiving Party's reasonable legal fees for preparation of witnesses, deposition, and testimony to the extent such Compelled Disclosure is in connection with a lawsuit or legal proceeding to which the Disclosing Party is a party or to the extent fees are incurred in connection with reasonable assistance provided to the Disclosing Party in connection with the Disclosing Party's efforts to contest a Compelled Disclosure.

(d) Injunctive Relief. The parties expressly acknowledge and agree that no adequate remedy exists at Law for an actual or threatened breach of this Section 4.3 and that, in the event of an actual or threatened breach of the provisions of this Section 4.3, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it.

4.4 Use of Customer Data.

Customer instructs ServiceNow to use and disclose Customer Data solely to the extent necessary to (a) provide the Messaging Service in accordance with Section 4.3 (Confidentiality), this Section 4.4, and the Messaging Service Privacy Exhibit. For clarity, ServiceNow or Twilio may use Customer Data to detect, prevent, and investigate security incidents, fraud, spam, or unlawful use of the Messaging Service by third-parties and support the Messaging Service by responding to Customer's technical problems or queries, and ensure the proper working of the Messaging Service. Customer acknowledges that the Internet and telecommunications providers' networks are inherently insecure. Accordingly, Customer agrees that neither ServiceNow nor Twilio are not liable for any changes to, interception of, or loss of Customer Data while in transit via the Internet or a telecommunications provider's network.

5. **Warranties and Disclaimers**

5.1 Mutual Warranties.

(a) Power and Authority Representation. Each party represents and warrants that it has validly entered into this Agreement and has the legal power to do so.

(b) Export Controls. The Messaging Service may be subject to applicable export control and economic sanctions laws of the U.S. and other jurisdictions. ServiceNow and Customer each agree to comply strictly with all domestic and international export laws and economic sanctions regulations, in the case of ServiceNow, in providing the Messaging Service, and, in the case of Customer, in receiving and using the Messaging Service respectively, and to the extent consistent with the Agreement, Customer will obtain any necessary license or other authorization to export, re-export, or transfer the Messaging Service. These laws include restrictions on destinations, End Users, and end use. Without limitation, Customer may not transfer the Messaging Service without U.S. government authorization to any entity on a U.S. government exclusion list (e.g., the Department of Commerce's List of Denied Persons, Entity, or Unverified List, and the Treasury Department's List of Specially Designated Nationals and Consolidated Sanctions List). ServiceNow represents that ServiceNow is

not named on a U.S. government exclusion list. Customer represents that Customer or any End User using the Messaging Service is not named on a U.S. government exclusion list, and Customer further warrants that Customer will immediately discontinue use of the Messaging Service if Customer or any End User using the Messaging Service becomes placed on any such list.

5.2 Customer's Warranties.

(a) Recordings and Communication Monitoring. Customer agrees that if it or its End Users record or monitor telephone calls, SMS messages, or other communications using the Messaging Service, then Customer will: (i) comply with all applicable Laws prior to doing so, and (ii) provide all required notices and secure all required consents prior to recording or monitoring communications using the Messaging Service. Customer acknowledges that these obligations are essential to ServiceNow's ability to provide Customer with access to recording and monitoring features that are part of the Messaging Service.

5.3 ServiceNow Warranties.

(a) Messaging Service. ServiceNow warrants that, during the Subscription Term the Messaging Service will perform materially in accordance with the applicable Documentation. If any non-conformity to the Documentation (excluding any non-conformity caused by a modification to the Messaging Service made by Customer or a third-party acting at Customer's direction), persists without relief more than 30 days after Customer's notice of the non-conformity, then Customer may terminate the affected Messaging Service immediately on written notice of termination, and as Customer's exclusive remedy ServiceNow will refund to Customer any prepaid subscription fees covering the remainder of the applicable Subscription Term for the non-conforming Messaging Service after the date of termination.

5.4 Disclaimers.

(a) GENERAL DISCLAIMER. WITHOUT LIMITING A PARTY'S EXPRESS WARRANTIES AND OBLIGATIONS AS STATED IN THIS SECTION 5, AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE MESSAGING SERVICE IS PROVIDED "AS IS," AND NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE ABOVE, SERVICENOW DOES NOT WARRANT THAT THE MESSAGING SERVICE: (1) WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS; (2) WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR; OR (3) IS DESIGNED FOR ANY PURPOSE REQUIRING FAIL-SAFE PERFORMANCE FOR WHICH FAILURE COULD RESULT IN DEATH, PERSONAL INJURY OR SEVERE PHYSICAL, PROPERTY, OR ENVIRONMENTAL DAMAGE. SERVICENOW AND TWILIO ADDITIONALLY DISCLAIM ALL WARRANTIES RELATED TO THIRD PARTY TELECOMMUNICATIONS PROVIDERS. BETA OFFERINGS ARE PROVIDED "AS IS" AND "AS

AVAILABLE" WITH NO WARRANTIES WHATSOEVER, AND NEITHER SERVICENOW NOR TWILIO SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A BETA OFFERING.

(b) EMERGENCY SERVICES DISCLAIMER. NEITHER SERVICENOW NOR TWILIO WILL BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY CLAIM, DAMAGE, OR LOSS (AND CUSTOMER WILL HOLD SERVICENOW AND TWILIO HARMLESS AGAINST ANY AND ALL SUCH CLAIMS) ARISING FROM OR RELATING TO THE INABILITY TO USE THE MESSAGING SERVICE TO CONTACT EMERGENCY SERVICES, AS DEFINED IN THIS AGREEMENT. CUSTOMER AND ITS END USERS SHALL NOT USE THE MESSAGING SERVICE FOR CONTACTING EMERGENCY SERVICES, UNLESS THE MESSAGING SERVICE IS EXPRESSLY APPROVED FOR SUCH PURPOSE AS DESCRIBED IN SECTION 2.3(b).

6. Mutual Indemnification

6.1 Indemnification by ServiceNow.

(a) Scope of Indemnification. ServiceNow will defend Customer and Customer's directors, officers, employees, and Affiliates (collectively the "**Customer Indemnified Parties**") from and against any claim, demand, suit or proceeding made or brought against a Customer Indemnified Party by a third party alleging or arising out of ServiceNow's provision of the Messaging Service that infringes or misappropriates such third party's intellectual property rights ("**Infringement Claim**"). ServiceNow will indemnify Customer from any settlement amount or final award of damages, attorney fees, and costs awarded against Customer Indemnified Parties for such Infringement Claim, or for amounts paid by Customer Indemnified Parties in accordance with Section 6.3 below, to settle an Infringement Claim.

(b) Infringement Options. If the use of the Services by Customer has become, or in ServiceNow's opinion is likely to become, the subject of any Infringement Claim, ServiceNow may at its option and expense: (i) procure for Customer the right to continue using the Messaging Service as set forth herein; (ii) modify the Messaging Service to make them non-infringing; or (iii) if the foregoing options are not reasonably practicable, in ServiceNow's reasonable determination, terminate this Agreement or, if applicable, the Messaging Service that are the subject of the Infringement Claim, and refund Customer any unused pre-paid fees.

(c) Limitations. ServiceNow will have no liability or obligation under this Section 6.1 with respect to any Infringement Claim arising out of (i) the use of the Messaging Service by Customer in breach of this Agreement, to the extent the Claim would have been avoided without such breach; (ii) the combination, operation, or use of the Messaging Service with other applications, portions of applications, products, or services where the Messaging Service would not by itself be infringing; or (iii) the use of any Beta Offerings.

6.2 Indemnification by Customer. Customer will defend ServiceNow and ServiceNow's directors, officers, employees, and Affiliates (collectively the "**ServiceNow Indemnified Parties**") from and against any claim, demand, suit or proceeding made or brought against a ServiceNow Indemnified Party by a third party alleging or arising out of: (a) Customer's or any of its End Users' use of the Messaging Service in violation of applicable Law or which gives rise to a

material violation of the specific and applicable industry standard governing Customer's or any of its End Users' use of the Messaging Service and published by: the CTIA (Cellular Telecommunications Industry Association), the Mobile Marketing Association, or other generally recognized industry association or regulated telecommunications provider guidelines and usage requirements for which ServiceNow has given adequate notice to Customer; or (b) any claims that the Customer Application or the Customer's or its End User's use of the Customer Application infringes or misappropriates such third party's intellectual property rights, where a Customer Application means any software application or service that Customer makes available to End Users that interfaces with the Messaging Service (collectively, "**Customer Indemnifiable Claims**") and will indemnify ServiceNow from any settlement amount or final award of damages, attorney fees, and costs finally awarded against ServiceNow Indemnified Parties for such Customer Indemnifiable Claims, or for amounts paid by ServiceNow Indemnified Parties in accordance with Section 6.3 below to settle a Customer Indemnifiable Claim.

6.3 Conditions of Indemnification. As a condition of the foregoing indemnification obligations: (a) the indemnified party ("**Indemnified Party**") will promptly notify the indemnifying party ("**Indemnifying Party**") of any Customer Indemnifiable Claim or as applicable Infringement Claim (individually or collectively referred to herein as a "**Claim**"); provided, however, that the failure to give prompt notice shall not relieve the Indemnifying Party of its obligations hereunder, except to the extent that the Indemnifying Party was actually and materially prejudiced by such failure; (b) the Indemnifying Party will have the sole authority to defend or settle any such Claim (provided that, the Indemnifying Party will obtain the Indemnified Party's consent in connection with any act or forbearance required by the Indemnified Party, which consent will not be unreasonably withheld); and (c) the Indemnified Party will reasonably cooperate with the Indemnifying Party in connection with the Indemnifying Party's activities hereunder, at the Indemnifying Party's expense. The Indemnified Party reserves the right, at its own expense, to participate in the defense of a Claim. Notwithstanding anything herein to the contrary, the Indemnifying Party will not settle any Claims for which it has an obligation to indemnify under this Section 6 admitting liability or fault on behalf of the Indemnified Party, nor create any obligation on behalf of the Indemnified Party without the Indemnified Party's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

6.4 Exclusive Remedy. This Section 6 (Mutual Indemnification) states the Indemnifying Party's sole liability to, and the Indemnified Party's exclusive remedy against, the other party for any third party claims.

7. Limitation of Liability

7.1 Limited Liability. EXCEPT FOR AMOUNTS PAYABLE UNDER A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 (MUTUAL INDEMNIFICATION) OF THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE PRODUCTS AND SERVICES PROVIDED UNDER IT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR USE OF THE PRODUCTS OR PROVISION OF THE SERVICES GIVING RISE TO THE CLAIM DURING THE 12-MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT.

7.2 Excluded Damages. TO THE EXTENT PERMITTED BY LAW, NEITHER SERVICENOW NOR CUSTOMER WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (DIRECT OR INDIRECT), FOR LOSS OF USE OR DATA, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE.

7.3 Applicability. THE LIMITS IN SECTION 7.1 AND EXCLUSIONS IN SECTION 7.2 DO NOT APPLY TO: (1) CUSTOMER'S OBLIGATIONS TO PAY FOR PRODUCTS, SERVICES OR TAXES; (2) EITHER PARTY'S OBLIGATIONS TO PAY THIRD PARTIES UNDER SECTION 6; (3) INTELLECTUAL PROPERTY INFRINGEMENT; OR (4) AN ACTION IN TORT, SEPARATE AND DISTINCT FROM A CAUSE OF ACTION FOR BREACH OF THIS AGREEMENT, FOR THE PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. Term, Termination, and Survival

8.1 Agreement Term. This Agreement will commence on the Effective Date and will continue in effect until either party provides notice of termination no less than thirty (30) days prior to the intended effective date of termination ("*Term*"). Notwithstanding the foregoing, if there are any Order Forms in effect, then this Agreement will not terminate until all such Order Forms have expired or have been terminated in accordance with the terms therein.

8.2 Termination.

(a) Material Breach. Either party may terminate this Agreement (including all Order Forms and Messaging Service that are in effect) in the event the other party commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice of such breach. For the avoidance of doubt, a material breach of any links expressly referenced, incorporated to this Agreement will be considered a material breach of this Agreement. If ServiceNow terminates the Agreement because of Customer's material breach, then ServiceNow will also close Customer's account.

(b) Insolvency. Subject to applicable Law, either party may terminate this Agreement immediately by providing written notice in the event of the other party's liquidation, commencement of dissolution proceedings or any other proceeding relating to a receivership, failure to continue business, assignment for the benefit of creditors, or becoming the subject of bankruptcy.

(c) Updates. ServiceNow may give adequate notice to Customer of any generally recognized industry association or regulated telecommunications provider guidelines and usage requirements applicable to the Messaging Service ("*Regulatory Update*") by providing written notice to Customer. If Customer objects to compliance with the Regulatory Update communicated by ServiceNow and the parties cannot, in good faith, find a mutually agreeable solution to the Regulatory Update, then within thirty (30) days of ServiceNow's written notice of the Regulatory Update Customer may terminate this Agreement for convenience upon thirty (30) days prior written notice to ServiceNow. Customer must pay within thirty (30) days of the effective date of termination all amounts which have accrued prior to such termination.

8.3 Survival.

Sections 2.3 (Messaging Service Usage Restrictions), 3 (Taxes), 4.1 (Ownership Rights), 4.3 (Confidentiality) 5 (Warranties and Disclaimers) (solely in accordance with its terms), 6 (Mutual Indemnification), 7 (Limitation of Liability), 8 (Term, Termination, and Survival) (solely in accordance with its terms), and 9 (General Provisions), together with any other terms required for their construction or enforcement, will survive termination or expiration of this Agreement.

9. **General Provisions**

9.1 Assignment. Neither party may assign or novate its rights or obligations under this Agreement, by operation of Law or otherwise (collectively, “**Assign**”), without the other's prior written consent. Notwithstanding the foregoing, on notice and without consent: (1) either party may in connection with a merger, reorganization, or sale of all or substantially all of such party's assets or equity, Assign this Agreement in its entirety to such party's successor; and (2) ServiceNow may Assign this Agreement in its entirety to any ServiceNow Affiliate. Any attempted or purported Assignment in violation of this Section 9.1 is null and void. Subject to the foregoing, this Agreement binds and inures to the benefit of the parties, their respective successors, and permitted assigns.

9.2 Relationship. The parties are independent contractors. Nothing in this Agreement will be construed to create a partnership, joint venture, agency, or other relationship. Neither party has any right or authority to assume or create any obligation of any kind, express or implied, in the other's name or on its behalf. No third-party is a third-party beneficiary of, or liable under, this Agreement.

9.3 Notices. Except as otherwise provided in this Agreement, all notices will be in writing and deemed given on: (1) personal delivery; (2) when received by the addressee if sent by a recognized overnight courier (receipt requested); (3) the third business day after mailing; or (4) the first business day after sending by email with confirmation of receipt, except that email will not be sufficient for notices regarding any legal claim or alleged breach.

9.4 Law. This Agreement and any dispute or controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with the Laws of New York, without regard to its conflict of laws principles. The parties to this Agreement irrevocably consent to exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction in New York City, New York to adjudicate any dispute arising out of or relating to this Agreement. To the extent permitted by applicable Law, the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or equitable relief, including but not limited to, emergency interim and/or injunctive relief, in any court of competent jurisdiction to protect its intellectual property rights.

9.5 Country Specific Provisions. For any Customer domiciled outside the United States, Canada, or Mexico, the country-specific provisions following this Section 10 shall replace or supplement the equivalent provisions of the Agreement depending on the following: (a) if Customer is executing its Order Form with ServiceNow Nederland B.V., then “the Netherlands” provisions apply; (b) if Customer is executing its Order Form with ServiceNow UK Ltd., then the “United Kingdom” provisions apply; (c) if Customer is executing its Order Form with ServiceNow Australia Pty Ltd, then the “Australia” provisions apply; and (d) if Customer is executing its Order Form with ServiceNow Brasil Gerenciamento de Serviços Ltda., then the “Brazil” provisions apply.

9.6 Force Majeure. Except for payment obligations, neither party will be liable to the other if performance is prohibited or delayed by acts outside of the other party's reasonable control, including: strikes, lock-outs, or other industrial disputes, or government action; failure of Internet

connectivity or backbone or other telecommunications failures, in each case outside of ServiceNow's local network; fire, flood, natural disaster, extreme adverse weather, or other acts of God (each a "**Force Majeure Event**"). ServiceNow will use reasonable efforts to mitigate the effects of Force Majeure Events.

9.7 Waiver; Amendment. Failure by a party to enforce any part of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Only written waivers signed by an authorized representative of the waiving party are effective. Except as otherwise provided in this Agreement, any modification of this Agreement must be in writing and signed by authorized representatives of both parties.

9.8 Severability. If any term of this Agreement is held invalid, unenforceable, or void by a court of competent jurisdiction, it will be enforced to the maximum extent permissible, and it will be deemed amended or replaced by a valid and enforceable term matching the intent of the original language as closely as possible. Such holding will not affect the remaining terms.

9.9 Construction. ServiceNow may provide the Messaging Service only in the English language, unless otherwise agreed in writing. The parties have expressly requested that this Agreement and all related documents be drafted in English. *Les parties confirment avoir expressément exigé que le présent contrat et les documents de ServiceNow qui y sont attachés soient rédigés en anglais.* Section headings are for convenience only and are not to be used in interpreting this Agreement. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. URLs are understood to also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at such URLs.

9.10 Entirety; Execution. This Agreement: (1) is the parties' entire contract regarding its subject and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings, negotiations, letters of intent, and proposals, with respect to that subject; (2) excludes any other terms Customer seeks to impose or incorporate or that may be implied by trade, custom, practice, or course of dealing; and (3) may be executed in counterparts and by electronic means to accurately send images (e.g., email or electronic signature service), and neither party will contest its validity solely because of such execution. Customer has not relied on any statement, promise, or representation not expressly included in this Agreement, including related to any possible future functionality that ServiceNow may provide or offer.

THE NETHERLANDS

If Customer is executing its Order Form with ServiceNow Nederland B.V., the following language shall replace Section 9.4 of the General Terms and Conditions:

This Agreement and any dispute or claim including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The parties to this Agreement irrevocably consent to exclusive jurisdiction of, and venue in, any court of competent jurisdiction in London, England, United Kingdom to adjudicate any dispute or claim arising out of or relating to this Agreement. To the extent permitted by applicable Law, the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or

equitable relief, including but not limited to, emergency interim and/or injunctive relief, in any court of competent jurisdiction to protect its intellectual property rights.

UNITED KINGDOM

If Customer is executing its Order Form with ServiceNow UK Ltd., the following language shall replace Section 9.4 of the General Terms and Conditions:

This Agreement and any dispute or claim including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The parties to this Agreement irrevocably consent to exclusive jurisdiction of, and venue in, any court of competent jurisdiction in London, England, United Kingdom to adjudicate any dispute or claim arising out of or relating to this Agreement. To the extent permitted by applicable Law, the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or equitable relief, including but not limited to, emergency interim and/or injunctive relief, in any court of competent jurisdiction to protect its intellectual property rights.

AUSTRALIA

If Customer is executing its Order Form with ServiceNow Australia Pty Ltd, the following changes apply:

The following language shall be added as a new Section 5.5 of the General Terms and Conditions:

Compliance With Consumer Laws. To the extent, if any, that the terms and conditions of the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, or other statutory Law prevent ServiceNow from excluding certain liability as set forth in the Agreement, ServiceNow's liability will be limited to the extent permitted by such Laws. No provision of this Agreement may be construed to derogate from any requirement to provide a refund under the Australian Consumer Law.

The following language shall replace section 9.4 of the General Terms and Conditions:

This Agreement and any dispute or claim including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of New South Wales, Australia. The parties to this Agreement irrevocably consent to exclusive jurisdiction of, and venue in, any court of competent jurisdiction in New South Wales, Australia, to adjudicate any dispute or claim arising out of or relating to this Agreement. To the extent permitted by applicable Law, the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or equitable

relief, including but not limited to, emergency interim and/or injunctive relief, in any court of competent jurisdiction to protect its intellectual property rights.

BRAZIL

If Customer is executing its Order Form with ServiceNow Brasil Gerenciamento de Serviços Ltda., the following changes apply:

The following language shall replace Section 3 of the General Terms and Conditions:

TAXES. ServiceNow offers a remotely hosted service, so under this Agreement Customer may initiate purchases from, and pay from, any of its Affiliates inside or outside of Brazil, and may use and access the Messaging Service and receive Professional Services inside or outside of Brazil, without restriction and as controlled by Customer (with the exception of US embargoed countries as described in Section 5.1 (b) (Export)). Different Taxes may apply depending on where the services are purchased and paid for, and in some cases, where the services are accessed or used.

For purchases of, payment for, access to, and use of the Messaging Service in Brazil, the following terms shall apply: "Taxes" shall mean all taxes, duties, levies, imposts, fines or similar governmental assessments including sales and use taxes, excise, business, service, and similar transactional taxes imposed by any taxing jurisdiction in Brazil and the interest and penalties thereon. ServiceNow shall issue a valid tax invoice to Customer and this invoice shall be inclusive of all Taxes as applicable by Brazilian Law. Where required by Brazilian Law, Customer will withhold Taxes with no impact on the final price. If withholding tax should apply to any purchase or Order Form, any pricing limitation herein or in an Order Form may be subject to renegotiation for future Order Forms.

For purchases of, payment for, access to or use of the Messaging Service from outside of Brazil by a foreign affiliate or a foreign place of business of Customer or its affiliates, the following terms shall apply: "Taxes" shall mean all taxes, duties, levies, imposts, fines or similar governmental assessments including sales and use taxes, excise, business, service, and similar transactional taxes imposed by any taxing jurisdiction and the interest and penalties thereon, value-added taxes ("VAT"), goods and service taxes ("GST"). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Messaging Service . Taxes shall not be deducted from the payments to ServiceNow, except as required by Law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, ServiceNow receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. Each party is responsible for and shall bear taxes imposed on its net income. If ServiceNow is required to invoice or collect Taxes associated with Customer's purchase of, payment for, access to or use of the Messaging Service, ServiceNow will issue an invoice to Customer including the amount of those Taxes, itemized where required by Law. Customer shall provide to ServiceNow its VAT or GST identification number(s) on the Order Form for: (a) the country where Customer has established its business; and/or (b) any other country where Customer has a fixed establishment. Customer shall use the ordered Messaging

Service for Customer's business use in the foregoing location(s) in accordance with the provided VAT or GST identification number(s). The parties' obligations under this Section shall survive the termination or expiration of this Agreement.

TAX EXEMPTION. Customer hereby represents that it is not a tax-exempt entity, nor claims exemption from any Taxes under this Agreement. In the event that Customer claims exemption from any Taxes under this Agreement, Customer shall provide a tax exemption number on the Order Form and a certificate upon execution of the Order Form and, after receipt of valid evidence of exemption, ServiceNow shall not charge Customer any Taxes from which it is exempt.

The following language shall replace Section 9.4 of the General Terms and Conditions:

This Agreement and any dispute or claim including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Brazil. The parties to this Agreement irrevocably consent to exclusive jurisdiction of, and venue in, any court of competent jurisdiction in the city of São Paulo, state of São Paulo, to adjudicate any dispute or claim arising out of or relating to this Agreement. To the extent permitted by applicable Law, the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Notwithstanding the foregoing, either party to this Agreement may, at any time, and without waiving any other rights under this Agreement, seek appropriate legal or equitable relief, including but not limited to, emergency interim and/or injunctive relief, in any court of competent jurisdiction to protect its intellectual property rights and/or Confidential Information.