

MESSAGING SERVICE PRIVACY EXHIBIT

This Messaging Service Privacy Exhibit (“**Privacy Exhibit**”) forms a part of the Messaging Service Ordering Agreement and reflects Customer’s and ServiceNow’s agreement with respect to the Processing of Personal Data in connection with the Messaging Service. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

1. DEFINITIONS

1.1 “Customer Account Data” means Personal Data that relates to Customer’s relationship with ServiceNow and Twilio, including the names and/or contact information of individuals authorized by Customer to access Customer’s account and billing information of individuals that Customer has associated with its account. Customer Account Data also includes any data Twilio may need to collect for the purpose of identity verification, or as part of its legal obligation to retain subscriber records.

1.2 “Customer Content” means (a) Personal Data exchanged by means of use of the Messaging Service, such as text, message bodies, voice and video media, images, email bodies, email recipients, and sound, and (b) data stored on Customer’s behalf such as communication logs within the Messaging Service; in each case (a) and (b) processed as Customer Data.

1.3 “Customer Usage Data” means data processed by Twilio for the purposes of transmitting or exchanging Customer Content, including data used to identify the source and destination of a communication, such as (a) individual data subjects’ telephone numbers, data on the location of the device generated in the context of providing the Messaging Service, and the date, time, duration and the type of communication and (b) activity logs used to identify the source of Messaging Service requests, optimize and maintain performance of the Messaging Service, and investigate and prevent system abuse.

1.4 “Data Controller” means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of Processing of Personal Data.

1.5 “Data Processor” means the natural or legal person, public authority, agency, or other body which Processes Personal Data on behalf of the Data Controller.

1.6 “Personal Data” means any information relating to a data subject and processed in connection with the Messaging Services.

1.7 “Process” or “Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.8 “Sensitive Data” means (a) social security number, passport number, driver’s license number, or similar identifier (or any portion thereof); (b) credit or debit card number (other than the truncated (last four digits) of a credit or debit card), financial information, banking account numbers or passwords; (c) employment, financial, genetic, biometric or health information; (d) racial, ethnic, political or religious affiliation, trade union membership, or information about sexual life or sexual orientation; (e) account passwords, mother’s maiden name, or date of birth; (f) criminal history; or (g) any other information or combinations of information that falls within the definition of “special categories of data” or related concepts under any applicable law relating to privacy and data protection.

1.9 “Sub-Processor” means any legal person or entity engaged in the Processing of Personal Data as a Data Processor by another Data Processor.

2. RELATIONSHIP OF THE PARTIES AND COMMUNICATION

2.1 PROCESSING OF CUSTOMER CONTENT. The parties agree that with regard to the processing of Customer Content, Customer is the Data Controller, ServiceNow is the Data Processor, and Twilio is a Data Processor acting as the Sub-Processor engaged by ServiceNow to carry out specific Processing activities for Customer for provision of the Messaging Service. Customer authorizes Twilio as a Sub-Processor engaged by ServiceNow on behalf of Customer for the provision of the Messaging Service.

2.2 Twilio as a Controller of Customer Account Data. The parties acknowledge and agree that, with regard to the processing of Customer Account Data, Twilio is an independent Data Controller, not a joint Data Controller with Customer or ServiceNow.

2.3 Twilio as a Controller of Customer Usage Data. The parties acknowledge and agree that, with regard to the processing of Customer Usage Data, Twilio is an independent Data Controller, not a joint Data Controller with Customer or ServiceNow.

3. COMPLIANCE

Customer is responsible for ensuring that it has complied, and will continue to comply, with Data Protection Laws in its use of the Messaging Service. Customer has, and will continue to have, the right to transfer, or provide access to, the Personal Data contained within Customer Content to ServiceNow and Twilio for processing in accordance with the terms of the Agreement and this Privacy Exhibit.

4. PROCESSOR OBLIGATIONS

4.1 CUSTOMER INSTRUCTIONS. Customer agrees that Twilio's Processing of Customer Content shall be in accordance with Customer's instructions, as conveyed by ServiceNow or Customer, and are: (a) as set forth in the Agreement, including this Privacy Exhibit, and solely to provide the Messaging Service to Customer (which may include investigating security incidents and preventing spam or fraudulent activity, and detecting and preventing network exploits and abuse); and (b) as strictly necessary to comply with applicable law ("**Permitted Purposes**").

4.2 LAWFULNESS OF INSTRUCTIONS. Customer will ensure that ServiceNow and its Sub-Processors (collectively, "**Processors**") Processing of Customer Content, when done in accordance with Customer's instructions, will not cause Processors to violate any applicable law, regulation, or rule, including Data Protection Laws.

4.3 DATA SECURITY MEASURES. Customer agrees that the security measures for the Messaging Service will be as described in Security Overview.

4.4 DELETION OF PERSONAL DATA. Upon termination or expiration of the Agreement, ServiceNow will follow the process outlined in Section 2 of Schedule 1 (Details of Processing) to return or delete Personal Data processed by Twilio as Customer Content.

5. DATA SUBJECT REQUESTS

Customer shall either: (a) have the ability to fulfill to access, correct, rectify, erase, or block Personal Data within Customer Content, or to transfer or port such Personal Data as may be required under Data Protection Laws (collectively, "**Data Subject Requests**") using the functionality within the Messaging Service, or (b) in the event Customer does not have the ability to fulfill such requests independently, then ServiceNow shall provide reasonable assistance to fulfill such Data Subject Request

6. BREACH OF MESSAGING SERVICE

Customer agrees that ServiceNow will notify Customer of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure, of or access to Customer Content processed within the Messaging Service ("**Breach of Services**") without undue delay following notification from Twilio to ServiceNow that a Breach of the Messaging Service has occurred.

7. CUSTOMER MONITORING RIGHTS

Customer agrees that Customer's monitoring rights with respect to the Messaging Service shall be limited to reviewing independent third-party provided reports for the objectives stated in ISO 27001, PCI-DSS and SOC 2 Type 2 (or equivalent standards) for the privacy and security program supporting the Messaging Service, which shall be provided to Customer upon written request.

8. TWILIO'S USE OF DOWNSTREAM SUB-PROCESSORS

8.1 TWILIO'S USE OF SUB-PROCESSORS. Customer expressly authorizes Twilio to engage downstream sub-processors ("**Downstream Sub-Processors**") in connection with the Messaging Service.

8.2 ADDITIONAL INFORMATION. Upon written request by Customer, ServiceNow shall make available the then-current list of Downstream Sub-Processors that Process Personal Data within Customer Content and provide reasonable additional information regarding such Downstream Sub-Processors' ability to perform the relevant Processing activities in accordance with this Privacy Exhibit.

9. INTERNATIONAL DATA TRANSFERS

9.1 PROCESSING IN THE UNITED STATES. Customer acknowledges that, as of the Effective Date, Twilio's primary processing facilities are in the United States of America.

9.2 TRANSFER MECHANISM. In the event that the Messaging Service is covered by more than one transfer mechanism for transfers of Personal Data outside of the European Union to a non-adequate country, the transfer of Personal Data will be subject to a single transfer mechanism in accordance with the following order of precedence: (a) Twilio's binding corporate rules only in connection with the Messaging Service; (b) the Standard Contractual Clauses; and, if neither (a) nor (b) is applicable, then (c) other applicable data transfer mechanisms permitted by Data Protection Laws and approved by the European Commission.

9.3 BINDING CORPORATE RULES. Customer agrees that Twilio will process Personal Data in the Messaging Service in accordance with Twilio's Binding Corporate Rules ("BCRs"). Customer further agree that, with respect to the Messaging Service, the Twilio BCRs will be the lawful transfer mechanism of Customer Account Data, Customer Content and Customer Usage Data from the EEA, Switzerland, or the United Kingdom to Twilio in the United States, or any other non-EEA Twilio entity subject to the binding corporate rules.

10. GENERAL

10.1 SENSITIVE DATA. In the event Customer Processes Sensitive Data as part of Customer Content, then Customer is solely responsible for determining if the Messaging Service provides suitable safeguards prior to transmitting or processing, any Sensitive Data via the Messaging Service.

10.2 NOTIFICATION COOPERATION. Customer acknowledges that Twilio, as a Data Controller, may be required by Data Protection Laws to notify European Union regulatory authority of security incidents involving Customer Usage Data. If the regulatory authority requires Twilio to notify impacted Data Subjects, Customer will provide reasonable assistance to ServiceNow and Twilio for such notification.

SCHEDULE 1
DETAILS OF PROCESSING

1. Nature and Purpose of the Processing. Twilio will process Personal Data as necessary to provide the Messaging Service under the Agreement.

1.1 Customer Content. Twilio will process Customer Content in accordance with Section 4.1 (Customer Instructions) of this Privacy Exhibit.

1.2 Customer Account Data. Twilio will process Customer Account Data as a Data Controller (a) in order to manage the relationship with ServiceNow and Customer; (b) carry out Twilio's core business operations, such as accounting and filing taxes; and (c) in order to detect, prevent, or investigate security incidents, fraud and other abuse and/or misuse of the Messaging Service.

1.3 Customer Usage Data. Twilio will process Customer Usage Data as a Data Controller in order to carry out the necessary functions as a communications service provider, such as: (a) Twilio's accounting, tax, billing, audit, and compliance purposes; (b) to provide, optimize, and maintain the Messaging Service and platform and security; (c) to investigate fraud, spam, wrongful or unlawful use of the Messaging Service; and/or (d) as required by applicable law.

2. Duration of the Processing.

2.1 Customer Content. Prior to the termination of the Agreement, Twilio will process stored Customer Content for the Permitted Purposes until Customer or ServiceNow elect to delete such Customer Content via the Messaging Service. Prior to the termination of the Agreement, Customer agrees that it is solely responsible for deleting Customer Content via the Messaging Service to the extent such functionality exists within the Messaging Service, and in the event Customer is unable to fulfill such deletions using such functionality, ServiceNow shall reasonably assist Customer to make such deletions. Upon termination of the Agreement, Customer must (i) request a copy of any stored Customer Content via the Messaging Service within thirty (30) days from termination. Customer agrees that Twilio will automatically delete any stored Customer Content thirty (30) days after the termination effective date; and automatically delete any stored Customer Content on Twilio's back-up systems sixty (60) days after the termination effective date. Any Customer Content archived on Twilio's back-up systems will be securely isolated and protected from any further processing, except as otherwise required by applicable law.

2.2 Customer Account Data. Twilio will process Customer Account Data as long as needed to provide the Messaging Service to Customer as required for Twilio's legitimate business needs, or as required by law.

2.3 Customer Usage Data. Upon termination of the Agreement, Twilio may retain, use, and disclose Customer Usage Data for the purposes set forth in Section 1.3 of this Schedule 1.

3. Categories of data

The Personal Data transferred concern the following categories of data:

Personal Data transferred by data exporter to data importer to provide 2 Factor Authentication Services, namely data subjects' telephone numbers and email addresses and any other Personal Data provided by the data exporter and/or needed for authentication purposes.

Customer Account Data: As defined in Section 1 (Definitions) of this Privacy Exhibit.

Customer Usage Data: As defined in Section 1 (Definitions) of this Privacy Exhibit.