

## Messaging Service Support Exhibit

This Messaging Service Support Exhibit forms a part of the Messaging Service Ordering Agreement. All capitalized terms not defined in this Messaging Service Support Exhibit will have the meaning given to them in other parts of the Agreement.

### 1. CUSTOMER SUPPORT

1.1 SCOPE. Customer support is provided to resolve defects in the Services ("**Support**"). A resolution to a defect may consist of a fix, workaround, or other relief, as ServiceNow deems reasonable. Support does not include performing the following:

- implementation, configuration, integration or customization services;
- training or assistance with administrative functions;
- resolving immaterial defects or defects due to modifications of the Messaging Service made by any person other than ServiceNow or a person acting at ServiceNow's direction; or
- resolving defects on any instance of the Service not in conformance with Section 3 (Upgrades and Updates).

1.2 CUSTOMER SUPPORT ACCESS. Customer Support is available Monday through Friday, excluding local holidays, 7:00AM to 7:00PM Local Time via the support portal <https://support.servicenow.com/now> ("**Support Portal**"). Local Time for access to Customer Support means the designated Customer Support window when ServiceNow technical Support personnel will be addressing Customer's cases for the purposes of the Target Level of Effort. ServiceNow will provide visibility to Customer to Local Time within the Support Portal.

1.3 CASE PRIORITY; TARGET RESPONSE TIME; TARGET LEVEL OF EFFORT

Priority	Definition	Target Response Time
P1	Any defect in the Messaging Service that causes the Service to be unavailable.	1 hour
P2	Any defect in the MessagingService that causes a critical function of the Messaging Service to fail.	4 business hours

P3	Any defect in the MessagingService that significantly impedes work or progress in the Messaging Service.	3 business days
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1.4 CUSTOMER RESPONSIBILITIES.

1.4.1. Customer will receive from ServiceNow communications via email, phone, or through the Support Portal regarding the Messaging Service and acknowledges that access to the Support Portal may require multi-factor authentication by Customer.

1.4.2. Customer will appoint a reasonable number of contacts ("**Customer Authorized Contacts**") to engage Support for questions and technical issues and Customer must maintain current contact information for the Authorized Contacts in the Support Portal who have been trained to administer the Messaging Service.

**2. MESSAGING SERVICES SLA**

2.1 Definitions: The following defined terms apply to this service level agreement for the Messaging Service ("**SLA**").

(a) "**Actual Monthly Uptime Percentage**" = 
$$\frac{AA+BB+CC}{AA}$$

Where:

- A = Total Monthly Time (defined below);
- B = Unavailable Monthly Time (defined below); and
- C = Excluded Monthly Times (defined below).

- (b) "**Monthly Uptime Percentage SLA**" means the percentage listed in the table below under the heading, "Monthly Uptime Percentage SLA."
- (c) "**Service Credit**" means the dollar credit that ServiceNow will credit to a Customer's eligible account if the Actual Monthly Uptime Percentage is less than the Monthly Uptime Percentage SLA and which is calculated by multiplying the Service Credit percentage listed in the table below by Customer's monthly Messaging Service fee in the applicable calendar month.
- (d) "**Total Monthly Time**" means the total number of minutes in the applicable calendar month.
- (e) "**Unavailable Monthly Time**" means the number of minutes in the applicable calendar month during which the Messaging Service was unavailable for use.

Applicable Services	Monthly Uptime Percentage SLA	Service Credit
Messaging Service	99.95%	5%

2.2 Service Credits:

(a) If, during any month throughout the Term, Customer is using the most current Messaging Service API and the Actual Monthly Uptime Percentage falls below the Monthly Uptime Percentage Threshold SLA, then Customer will be eligible to receive a Service Credit per the table above, subject to Customer's compliance with Section 3 below.

(b) Customer may request ServiceNow apply a Service Credit to the next invoice for Messaging Service fees. Customer must request all Service Credits in writing to ServiceNow within 15 days of the end of the month in which the Monthly Uptime Percentage SLA was not met. ServiceNow may delay issuing Service Credits until such amounts reach \$1,000 USD or equivalent currency specified in the applicable Order Form.

(c) Excluded Monthly Times: Notwithstanding any provision in this Agreement to the contrary, no Unavailable Monthly Time will be deemed to have occurred if downtime: (i) is caused by factors outside of ServiceNow's reasonable control, including, without limitation, telecommunications provider-related problems or issues, Internet access or related problems occurring beyond the point in the network where ServiceNow maintains access and control over the Messaging Service; (ii) results from any actions or inactions of Customer or any third party (except for ServiceNow's agents and subcontractors); (iii) results from Customer's equipment, software or other technology, add-on services not contemplated in the applicable Order Form, or third party equipment, software or other technology (except for equipment within ServiceNow's direct control); (iv) occurs during scheduled maintenance (v) occurs during emergency maintenance (maintenance that is necessary for purposes of maintaining the integrity or operation of the Messaging Service) or (vi) results from any alpha, beta, developer preview, development test bed environments, descriptions of similar import or not otherwise generally available Services features or products; or (vii) periods of Unavailable Monthly Time that are less than five (5) minutes of continuous unavailability in duration.

2.5 Entire SLA Liability: With respect to any failure of ServiceNow to meet the Monthly Uptime Percentage Threshold, this SLA states ServiceNow's sole and entire liability to Customer and Customer's sole remedy.

**3. UPDATES** "Updates" are ServiceNow's releases (including patches, hotfixes, and API changes) of the Messaging Service during the Subscription Term that provide problem fixes or other changes. ServiceNow shall use reasonable efforts to give Customer 10 days' prior notice of any Update. Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of an Update if, in the reasonable judgment of ServiceNow it is necessary to: (i) maintain the availability, security, or performance of the Messaging Service; (ii) comply with Law; or (iii) avoid infringement or misappropriation of any third-party intellectual property right. ServiceNow is not responsible for defects of the Messaging Service if Customer is not operating on the latest available version provided by ServiceNow.