

MESSAGING SERVICE WHATSAPP ADDENDUM

This Messaging Service WhatsApp Addendum (“**WhatsApp Addendum**”) forms a part of the Messaging Service Ordering Agreement and reflects Customer’s and ServiceNow’s agreement to the extent Customer requests use of the WhatsApp functionality made available to Customer in connection with the Messaging Service (“**WhatsApp Business Solution**”). By requesting to use such WhatsApp Business Solution, Customer agrees to the terms set forth herein. In the event of any inconsistency or conflict between this WhatsApp Addendum and the Messaging Service Ordering Agreement or an applicable Order Form, the terms and conditions of this WhatsApp Addendum shall control with respect to Customer’s use of the WhatsApp Business Solution unless otherwise expressly specified herein. All capitalized terms not defined herein shall have the meaning set forth in the Messaging Service Ordering Agreement.

1. DEFINITIONS

1.1 “Acceptable Use Policy” or “AUP” as defined in the Messaging Service Ordering Agreement shall additionally include the certain terms and conditions relating to Customer’s use of the WhatsApp Business Solution set forth in the WhatsApp Business Solution Terms.

1.2 “Documentation” as defined in the Messaging Service Ordering Agreement shall additionally include the documentation including usage guides, policies, and technical notes for the WhatsApp Business Solution Terms available at <https://developers.facebook.com/docs/whatsapp/on-premises/guides>, <https://www.whatsapp.com/legal/business-policy>, <https://www.whatsapp.com/legal/business-terms/>, and <https://www.whatsapp.com/legal/business-data-processing-terms>, all as may be updated from time to time.

1.3 “Messaging Service” as defined in the Messaging Service Ordering Agreement shall additionally include, and applicable references to Messaging Service in the Messaging Service Ordering Agreement shall therefore extend to the WhatsApp Business Solution made available through Twilio to the extent utilized by Customer, except to the extent the WhatsApp Business Solution is distinguished from the Messaging Service herein.

1.4 “WhatsApp” means the platform and service provider made available through Twilio used by ServiceNow to make certain additional functionality available to Customer within the Messaging Service.

1.5 “WhatsApp Business Account” means the Customer-specific account created by ServiceNow at Customer’s direction.

1.6 “WhatsApp Business Solution Terms” means all terms and conditions, including any additional terms and references incorporated therein, as set forth at <https://www.whatsapp.com/legal/business-solution-terms>, as may be updated from time to time.

1.7 “WhatsApp Business Terms of Service” means all terms and conditions, including any additional terms and references incorporated therein, as set forth at <https://www.whatsapp.com/legal/business-terms/>, as may be updated from time to time.

1.8 “WhatsApp Business Data Security Terms” means the security related terms applicable to the WhatsApp Business Solution as set forth at

<https://www.whatsapp.com/legal/business-data-security-terms>, as may be updated from time to time.

1.9 “WhatsApp Business Data Processing Terms” means the data processing related terms applicable to the WhatsApp Business Solution as set forth at <https://www.whatsapp.com/legal/business-data-processing-terms>, as may be updated from time to time.

2. SERVICES

2.1 Provision of the Messaging Service. ServiceNow shall make the Messaging Service available to Customer as set forth in Section 2.1 of the Messaging Service Ordering Agreement, provided, however, that the availability SLA specified in subsection (d) and further described in the Messaging Service Support Exhibit shall not apply to the WhatsApp Business Solution.

2.2 Customer Responsibilities. In addition to the Customer Responsibilities set forth in Section 2.1 of the Messaging Service Ordering Agreement, Customer acknowledges and accepts that by directing ServiceNow to create a WhatsApp Business Account, where applicable, and by requesting to use the WhatsApp Business Solution functionality in the Messaging Service, Customer accepts the WhatsApp Business Solution Terms. Customer is solely responsible for providing ServiceNow with complete and accurate information required to create a WhatsApp Business Account on Customer's behalf, and for any failure or delay in establishing the WhatsApp Business Account caused by ServiceNow's reliance on the provision of such information by Customer.

2.3 Use Verification. Customer agrees to provide ServiceNow with reports related to Customer's usage of the WhatsApp Business Solution, no later than 30 days following ServiceNow's written request.

2.4 Compliance with Country-Specific Guidelines. In addition to the usage requirements set forth in Section 2.4 of the Messaging Service Ordering Agreement, Customer further agrees to only use the WhatsApp Business Solution in accordance with the WhatsApp Business Policy set forth at <https://www.whatsapp.com/legal/business-policy>.

2.5 Changes to the Messaging Service. Notwithstanding Section 2.6 of the Messaging Service Ordering Agreement, Customer acknowledges that the features and functions of the WhatsApp Business Solution may be modified, interrupted, or discontinued in part or in whole due to third party actions outside of ServiceNow's control. While ServiceNow will use commercially reasonable efforts to continue to make the WhatsApp Business Solution available to Customer during the Subscription Term, ServiceNow does not guarantee such continued functionality through the Messaging Service.

2.6 Messaging Service Security Overview. Notwithstanding anything to the contrary in the Messaging Service Ordering Agreement, the Messaging Service Security Overview shall not apply to the WhatsApp Business Solution, or Customer Data transferred thereto. The WhatsApp Business Data Security Terms shall apply to the WhatsApp Business Solution.

2.7 Messaging Service Privacy Exhibit. Notwithstanding anything to the contrary in the Messaging Service Ordering Agreement, the Messaging Service Privacy Exhibit shall not apply to the WhatsApp Business Solution, or Customer Data transferred thereto. The WhatsApp Business Data Processing Terms shall apply to the WhatsApp Business Solution.

3. OWNERSHIP, FEEDBACK, CONFIDENTIALITY, AND CUSTOMER DATA

3.1 Ownership Rights. To the extent Customer utilizes the WhatsApp Business Solution, then, as between the parties, ServiceNow, Twilio, and WhatsApp exclusively own and reserves all right, title, and interest in and to the Messaging Service, WhatsApp Business Solution,

Documentation, and their Confidential Information. For avoidance of doubt, ServiceNow, Twilio, or WhatsApp, as applicable, 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, including the WhatsApp Business Solution.

3.2 Feedback. Further to Section 4.2 of the Messaging Service Ordering Agreement, Messaging Service Feedback may additionally include Feedback Customer may provide with respect to the WhatsApp Business Solution.

3.3 Confidentiality. Further to Section 4.3(b)(x) and (y) of the Messaging Service Ordering Agreement, shall further specify, "ServiceNow, Twilio, or WhatsApp", to the extent applicable.

3.4 Use of Customer Data. Further to Section 4.4 of the Messaging Service Ordering Agreement, where such use of Customer Data shall extend to WhatsApp and the WhatsApp Business Solution, Customer further grants to WhatsApp, with respect to Customer Data and any content used in Customer's business profile ("**Customer Content**") a worldwide, non-exclusive, sub-licensable, and transferable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and publicly perform or display such Customer Content, solely for the purposes of providing, operating, developing, promoting, updating, and improving the WhatsApp Business Solution, and researching and developing new services, features, or uses.

4. WARRANTIES & INDEMITIES

4.1 ServiceNow Warranties. Section 5.3(a) of the Messaging Service Ordering Agreement with respect to the Messaging Service shall not extend to the WhatsApp Business Solution.

4.2 Indemnification by ServiceNow. Section 6.1 of the Messaging Service Ordering Agreement with respect to the Messaging Service shall not extend to the WhatsApp Business Solution.

5. TERM, TERMINATION, AND SURVIVAL

5.1 Further to Section 8.2 of the Messaging Service Ordering Agreement, upon termination, Customer Content shall be deleted in accordance with the [WhatsApp Business Terms of Service](#).

6. OTHER TERMS

6.1 Except to the extent otherwise set forth in this WhatsApp Addendum, all terms set forth in the Messaging Service Ordering Agreement and its associated exhibits, including applicable Order Forms and any other terms expressly referenced anywhere therein, shall otherwise remain unchanged and in full force and effect; this includes the provisions on governing law, jurisdiction and venue as set forth in the Messaging Service Ordering Agreement.