

## SUBSCRIPTION SERVICE GUIDE

Capitalized terms not defined herein shall have the meaning set forth in the ordering agreement or the use agreement between Customer and ServiceNow.

### 1. SUPPORT

During the Subscription Term, ServiceNow shall use reasonable efforts to resolve Defects (defined below) in the Subscription Service (“**Support**”). Support does not include: implementation services; configuration services; integration services; customization services or other custom software development; support for modifications of the ServiceNow Applications by any person other than ServiceNow or a person acting at ServiceNow's direction; support for Development Materials or Custom Applications; training or “how-to”; assistance with administrative functions; other professional services; corrections of immaterial Defects or corrections that will degrade the Subscription Service.

A “**Defect**” means a problem causing the Subscription Service to not conform to the Product Overview. Customer may request Support for a Defect at the online portal <https://hi.service-now.com/> or any successor site. ServiceNow or ServiceNow's authorized reseller, as applicable, will use commercially reasonable efforts to initially respond to the Support request in the following target time frames:

Nature of Defect	Production Instance Target Initial Response Time	Non-Production Instance Target Initial Response Time
Availability Defect	Classified as P1 Defect Within 30 minutes at all times	Classified as P2 Defect Within 2 hours at all times
Critical Defect	Classified as P2 Defect Within 2 hours at all times	Classified as P3 Defect Within 12 hours on ServiceNow business days, excluding holidays
Non-Critical Defect	Classified as P3 Defect Within 12 hours on ServiceNow business days, excluding holidays	Classified as P4 Defect Within 24 hours on ServiceNow business days, excluding holidays
Other	No target initial response time	No target initial response time

The priority level will be assigned by these guidelines: “**P1**” is a production instance of the Subscription Service not Available (as defined below); “**P2**” is a non-production instance not Available or a Defect in a critical function of a production instance; “**P3**” is a production instance Defect that is not a P1 or P2 request or a Defect in a critical function of a non-production instance; and “**P4**” is a Defect that is not a P1, P2 or P3 request.

### 2. UPGRADES

2.1. **INCLUDED IN SUBSCRIPTION SERVICE.** “**Upgrades**” are ServiceNow's releases of the Subscription Service for repairs, enhancements or new features applied by ServiceNow to Customer's instances of the Subscription Service at no additional fee during the Subscription Term. ServiceNow has the discretion to provide new functionality either: (i) as an Upgrade, or (ii) as different software or service for a separate fee. ServiceNow determines whether and when to develop, release and apply any Upgrade to Customer's instances of the Subscription Service.

2.2. **NOTICE OF UPGRADES; MAINTENANCE DOWNTIME.** ServiceNow shall use reasonable efforts to give Customer thirty (30) days' notice of any Upgrade to the ServiceNow Applications or the ServiceNow Platform. ServiceNow shall use reasonable efforts to give Customer ten (10) days' notice of any Upgrade to the infrastructure network, hardware or software used by ServiceNow to operate and deliver the Subscription Service if ServiceNow in its reasonable judgment believes that the cloud infrastructure Upgrade will impact Customer's use of its production instances of the Subscription Service. ServiceNow will use commercially reasonable efforts to limit the period of time during which the Subscription Service is unavailable due to the application of Upgrades to no more than two (2) hours per month (“**Maintenance Downtime**”). Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of an Upgrade if necessary, in the reasonable judgment of ServiceNow, to maintain the availability, security or performance of the Subscription Service for other ServiceNow customer(s) or the ability of ServiceNow to efficiently provide the Subscription Service to other ServiceNow customer(s).

### 3. AVAILABILITY SERVICE LEVEL

If Customer's production instances of the Subscription Service are not Available ninety-nine and eight-tenths percent (99.8%) of the time or more in any calendar month (“**SLA**”), then Customer's exclusive remedy for failure of the Subscription Service to meet the SLA is for Customer either: (1) to request that the affected Subscription Term be extended for the number of minutes the Subscription Service was not Available in the month in excess of the SLA; or (2) to request that ServiceNow issue a service credit to Customer for the dollar value of the number of minutes the Subscription Service was not Available in the month in excess of the SLA (determined at the deemed per minute rate ServiceNow or ServiceNow's authorized reseller charged to Customer for Customer's use of the affected Subscription Service), which Customer may request ServiceNow or ServiceNow's authorized reseller, as applicable, to apply to the next invoice for subscription fees. “**Available**” means that the Subscription Service can be accessed by Customer via a secure password protected web site(s) hosted by ServiceNow, except for: (i) Maintenance Downtime in an amount fewer than two (2) hours per calendar month; and (ii) downtime caused by circumstances beyond ServiceNow's control, including without limitation modifications of the ServiceNow Applications by any person other than ServiceNow or a

person acting at ServiceNow's direction, Custom Applications, a Force Majeure Event, such as, for example, general Internet outages, failure of Customer's infrastructure or connectivity (including without limitation, direct connectivity and virtual private network (VPN) connectivity to the Subscription Service), computer and telecommunications failures and delays not within ServiceNow's control, and network intrusions or denial-of-service or other criminal attacks.

Customer must request all service credits or service extensions in writing to ServiceNow or ServiceNow's authorized reseller, as applicable, within thirty (30) days of the end of the month in which the SLA was not met, identifying the Support requests relating to the lack of Availability. The total amount of service extension or credits for any month may not exceed the subscription fee for the affected Subscription Service for the month, and has no cash value. Customer agrees that ServiceNow or ServiceNow's authorized reseller, as applicable, may delay issuing service credits until such amounts reach a minimum threshold of one thousand U.S. dollars (\$1,000 USD).