

ServiceNow Credentialing Program Agreement

The following Agreement describes the terms and conditions under which SERVICENOW, INC. ("ServiceNow") offers you the opportunity to become ServiceNow Certified. By clicking on the "I Agree" button below or by participating, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT, YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. This ServiceNow Credentialing Program Agreement (the "Agreement") sets forth the terms and conditions agreed upon between ServiceNow and you ("Applicant" or "you"), the individual applying for participation in the ServiceNow Credentialing Program ("Program"). The parties to the Agreement are ServiceNow, Inc. and Applicant. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND SERVICENOW, INC. PLEASE CAREFULLY REVIEW THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY INDICATING YOUR ACCEPTANCE BELOW, YOU CERTIFY THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, THAT YOU ARE BECOMING A PARTY TO THIS AGREEMENT, AND THAT YOU CONSENT TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, DECLINE WHERE INSTRUCTED, AND YOU WILL NOT BE ABLE TO TAKE THE SERVICENOW EXAM AS APPLICABLE OR PARTICIPATE IN THE PROGRAM. THIS AGREEMENT IS EFFECTIVE AS OF THE DATE APPLICANT CLICKS "I AGREE." In consideration of the mutual promises and covenants contained in this Agreement, ServiceNow, Inc. and Applicant hereby agree to the following:

1. DEFINITIONS

- 1.1. "Certification Requirements" means the requirements listed in Exhibit A, which may be changed by ServiceNow, Inc. from time to time in ServiceNow, Inc.'s sole discretion.
- 1.2 "Effective Date" means the date on which Applicant agrees to this Agreement by clicking "I Agree."
- 1.4 "Exam Content" means the questions and other content included in ServiceNow certification exams, certification exam vouchers, and Delta maintenance exams. Includes both proctored and unproctored exams.
- 1.5 "Materials" means marketing or branding materials provided by ServiceNow, Inc. and such other related items, if any, provided by ServiceNow, Inc. to Applicant under this Agreement.
- 1.6 "Registration Fee" means the registration fees set forth in Exhibit A, as amended from time to time by ServiceNow, Inc. in its sole discretion.
- 1.7 "Trademarks" means the ServiceNow, Inc. logo and all ServiceNow, Inc. trademarks in word form, or in any style or translated form, which designates the product(s) for which Applicant has qualified pursuant to a ServiceNow certification exam, as applicable.
- 1.8 "Use Guidelines" means the Program Trademarks Use Restrictions set forth in Exhibit B, as amended from time to time by ServiceNow, Inc. in its sole discretion.

2. LICENSE GRANT

Upon ServiceNow, Inc.'s receipt of satisfactory evidence of Applicant's successful completion of the Certification Requirements; and upon Applicant's receipt of notice from ServiceNow of their acceptance into the Program, subject to the terms and conditions of this Agreement, ServiceNow, Inc. grants to Applicant a personal, nonexclusive, non-assignable, non-sublicensable, nontransferable, revocable license to use the Trademarks and Materials (i) strictly in accordance with the Use Guidelines and (ii) solely in reference to Applicant's approved services related to the particular versions of a ServiceNow, Inc. product for which certification

has been granted and for no other products or product versions. ServiceNow, Inc. reserves the right to modify the Use Guidelines from time to time upon thirty (30) days' prior notice to the Applicant, and the Applicant must promptly and strictly adhere to such modified Use Guidelines. The Applicant may not alter, modify or change the Trademarks or Materials in any way. This license shall immediately terminate if Applicant fails to successfully complete and pass any of the available Delta Maintenance Exam, as applicable, within ninety (90) days after it is first published by ServiceNow, Inc.

3. INTELLECTUAL PROPERTY

3.1 Exam Content. All Exam Content is the copyrighted work of ServiceNow and owned exclusively by ServiceNow, notwithstanding any other provision in this Agreement. Except as expressly provided in this Agreement, all rights in the Exam Content are reserved and ServiceNow does not grant Applicant any rights, express or implied or by estoppel, or ownership therein.

3.2 Restrictions. Applicant shall not (and shall not permit others to) do any of the following with respect to the Exam Content: (a) copy, create derivative works of, or otherwise modify it, except as expressly permitted hereunder; (b) remove or modify a copyright or other propriety rights notice in it; (c) reproduce, distribute, display, or use it without first obtaining the permission of ServiceNow.

3.3 Copyright Infringement. No Exam Content may be duplicated, photocopied, or reproduced in any manner. Federal copyright law prohibits unauthorized reproduction and use of copyrighted Exam Content.

4. TERM AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue until terminated by either party as provided below.

4.2 Termination. ServiceNow, Inc. may terminate this Agreement upon ten (10) days' prior notice to Applicant. Applicant expressly acknowledges that the Trademarks and Materials contain valuable intellectual property rights of ServiceNow, Inc., and ServiceNow, Inc. may terminate for many reasons including, without limitation, ServiceNow, Inc.'s disapproval at any time during the term of this Agreement of the nature or quality of Applicant's products or services rendered in connection with use of the Trademarks.

4.3 Effect of Termination; Survival. Upon termination of this Agreement or suspension from the Program, Applicant's participation in the Program and the license to the Trademarks and Materials shall terminate immediately, and Applicant's existing certifications shall be voided. The Applicant shall discontinue any and all uses of the Trademarks and Materials and either destroy or return all Trademarks and Materials to ServiceNow, Inc. within thirty (30) days of the termination date. If Applicant chooses to destroy the Trademarks and Materials, then Applicant shall provide ServiceNow, Inc. with written verification of such destruction. Each party understands that the rights of termination hereunder are absolute. Neither party shall incur any liability whatsoever for any damage, loss or expense of any kind suffered or incurred by the other arising from or incident to any termination of this Agreement by such party, whether or not such terminating party is aware of any such damage, loss or expense. In particular, without in any way limiting the foregoing, neither party shall be entitled to any damages in connection with loss of business profits or revenues. Sections 3, 5-9 shall survive termination of this Agreement for any reason.

5. MODIFICATION BY SERVICENOW

Upon ten (10) days' notice to the Applicant including notice by posting on its website at <https://learning.servicenow.com>. ServiceNow, Inc., in its sole discretion, reserves the right to modify the terms and conditions of this Agreement. These modifications shall become effective immediately at the end of such notice period and shall be deemed to modify and supplement the terms and conditions of this Agreement. APPLICANT'S CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING SUCH NOTICE WILL CONSTITUTE BINDING ACCEPTANCE OF THE MODIFICATIONS. IF ANY MODIFICATION IS UNACCEPTABLE TO THE APPLICANT, THE APPLICANT'S ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT WITHIN TEN (10) DAYS OF SUCH NOTICE.

6. CONFIDENTIALITY.

You agree that the terms and conditions of this Agreement, Exam Content and any information provided to you in connection with the ServiceNow Certification Program will be considered and referred to as "ServiceNow Confidential Information"). Notwithstanding the foregoing, ServiceNow Confidential Information shall not include: (a) information that is generally and legitimately available to the public through no fault or breach of Applicant; (b) information that is generally made available to the public by ServiceNow; (c) information that is independently developed by Applicant without the use of any ServiceNow Confidential Information; (d) information that was rightfully obtained from a third party who had the right to transfer or disclose it to Applicant without limitation; or (e) any third party software and/or documentation provided to Applicant by ServiceNow and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation.

Unless otherwise expressly agreed or permitted in writing by ServiceNow, you agree not to disclose, publish, or disseminate any ServiceNow Confidential Information to anyone. You agree not to use ServiceNow Confidential Information in any way, including, without limitation, for your own or any third party's benefit without the prior written approval of an authorized representative of ServiceNow in each instance. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of ServiceNow Confidential Information. You acknowledge that unauthorized disclosure or use of ServiceNow Confidential Information could cause irreparable harm and significant injury to ServiceNow that may be difficult to ascertain. Accordingly, you agree that ServiceNow will have the right to seek immediate injunctive relief to enforce your obligations under this Agreement in addition to any other rights and remedies ServiceNow may have. If you are required by law, regulation or pursuant to the valid binding order of a court of competent jurisdiction to disclose ServiceNow Confidential Information, you may make such disclosure, but only if you have notified us before making such disclosure and have used commercially reasonable efforts to limit the disclosure and to seek confidential, protective treatment of such information. A disclosure pursuant to the previous sentence will not relieve you of your obligations to hold such information as ServiceNow Confidential Information.

7. DISCLAIMER OF WARRANTIES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SERVICENOW, INC. MAKES, AND APPLICANT RECEIVES, NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, UNDER THE LAWS OF ANY COUNTRY OR JURISDICTION RELATED TO OR ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES UNDER THIS AGREEMENT. SERVICENOW, INC. SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, EXCEPT INsofar AS CANNOT BE

EXCLUDED OR LIMITED BY COMPULSORY LAW. IN NO EVENT SHALL SERVICENOW, INC. BE LIABLE FOR ANY INDIRECT, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR THE INABILITY TO USE ANY OF THE MATERIALS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT, EVEN IF SERVICENOW, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. LIMITATION OF LIABILITY.

SERVICENOW, INC.'S LIABILITY (i) WITH RESPECT TO ANY PROVISION OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT, (ii) FOR ANY DAMAGES CAUSED BY A PRODUCT OR DEFECT OR FAILURE IN ANY PRODUCT, OR (iii) IN THE EVENT THAT A COURT OF COMPETENT JURISDICTION HOLDS ANY OF THE ABOVE DISCLAIMERS OF WARRANTIES INVALID, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY APPLICANT UNDER THIS AGREEMENT. SERVICENOW, INC.'S LIABILITY IS CUMULATIVE, WITH ALL OF APPLICANT'S LOSSES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. APPLICANT HEREBY RELEASES AND FOREVER DISCHARGES SERVICENOW, INC. FROM ANY AND ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THE FOREGOING LIMITATION. THE PARTIES ACKNOWLEDGE THAT OTHER PROVISIONS OF THIS AGREEMENT RELY UPON THE INCLUSION OF THIS SECTION. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential, special, or incidental damages or the exclusion of implied warranties, some of the above limitations and disclaimers may not apply to Applicant. This Agreement does not exclude, restrict or modify any liability imposed under law that cannot, by such law, be excluded, restricted or modified when applied to Applicant.

9. INDEMNITY.

Applicant hereby agrees that it will be solely responsible for and that it will indemnify, defend and hold ServiceNow, Inc. and ServiceNow, Inc.'s officers, directors, agents, employees and representatives harmless from and against any and all claims, suits, damages, actions, proceedings, losses, obligations, penalties and expenses, including attorneys' fees, arising out of, related to, or caused directly or indirectly by (i) Applicant's use of the Trademarks and Materials, (ii) Applicant's provision of services or goods in connection with this Agreement, (iii) Applicant's negligent or illegal acts or omissions, or (iv) Applicant's breach of its obligations under this Agreement.

10. NO OTHER PRODUCT WARRANTIES BY APPLICANT.

Neither Applicant nor any of its employees or agents shall have any right to make any representation, warranty, or promise to any third party on behalf of ServiceNow, Inc. that is not explicitly stated in an applicable end user license for a ServiceNow, Inc. product or as authorized in writing by ServiceNow, Inc.

11. EXAM SCORE VALIDATION AND PROGRAM SUSPENSION

11.1 Individual Score Reviews. In some cases, information may come to the attention of ServiceNow that raises questions about the validity of Applicant's exam score. In these cases, ServiceNow may choose to conduct an individual score review. If ServiceNow has a good faith reason to believe that Applicant's scores are invalid, ServiceNow reserves the right to cancel Applicant's score. Proof of misconduct is not required to cancel scores. If ServiceNow cancels Applicant's score, ServiceNow will notify Applicant in writing to the email address linked in Applicant's Now Learning account, and Applicant will forfeit test and registration fees. A score

cancellation does not mean that Applicant is suspended from the Program. The Applicant may retake the exam for the cancelled score upon payment for additional retakes.

11.2 Program Suspension. If ServiceNow finds that Applicant has engaged in misconduct in connection with an exam, ServiceNow reserves the right to suspend Applicant from the Program for a period of time to be determined by ServiceNow. In such case, ServiceNow will notify the Applicant in writing to the email address linked in Applicant's Now Learning account with the reason(s) for the suspension. The Applicant will have fourteen (14) days from the date of receipt to submit information to refute the suspension. Upon receipt of Applicant's response, ServiceNow will notify Applicant of its decision within seven (7) business days, and such decision will be considered final. Applicants who fail to respond within fourteen (14) days of ServiceNow's initial notice will be suspended. Upon suspension from the Program, the Applicant's access to Webassessor and Now Learning will be terminated immediately and Applicant's existing certifications will be voided.

12. TESTING

12.1 Applicant Responsibility. To protect the quality and standardization of ServiceNow assessments, test takers must agree to 1. Follow all test procedures as required in this Agreement. 2. Refrain from duplicating or in any way reproducing any Exam Content, including but not limited to test questions and answers. 3. Not obtain or share ServiceNow certification or training content with any individual, online forums or communities, or unauthorized organizations. 4. Abstain from transferring certification vouchers to anyone. 5. Follow all prompts and instructions of the exam proctor. 6. Report any violation of this Agreement.

12.2 Program Security. To maintain the security and integrity of the Program, the proctor may interrupt your exam session and ask that you plan your room with your camera. This random pan does not suggest there has been aberrant behavior. If asked to complete a pan, the time remaining for your exam is paused, so you will not lose any of the allotted exam time. Failure to complete the pan will result in your exam being canceled and you may be subject to further penalties as they relate to this Agreement.

12.3 Unscored Items. ServiceNow may occasionally embed unpublished test items into operational ServiceNow tests in order to maintain and build its item bank. These items are not scored. The security of these items cannot be compromised and must be maintained in the same manner as all Exam Content.

12.4 Unsanctioned Training and Certification Material. ServiceNow highly recommends that testers never use or rely on unsanctioned training or certification materials. ServiceNow offers robust training which is tied to the content of our certifications. Unsanctioned materials are unreliable and can drastically affect your learning experience

12.5 Identification Requirements (Testing Centers). All candidates are required to provide the Exam Proctor with two (2) forms of identification (one must be a government issued photo ID). Secondary identification does not require a photo and may be a credit card, bank debit card, or employee identification card.

NOTE: In the United States a Social Security card is not an acceptable form of identification.

12.6 Reschedules, Cancellations, Missed Exams, and Late Arrivals. Candidates may reschedule or cancel their exam in the Webassessor system at any time without cost or penalty up to

seventy-two (72) hours in advance of the scheduled exam appointment time. Any cancellations or rescheduling of the exam within seventy-two (72) hours of the scheduled exam appointment time will incur a penalty fee. Candidates who miss an exam entirely will forfeit their original registration fee (if any) and incur a separate fee to sit for the exam again. If a candidate arrives so late that the exam session cannot begin without disturbing the delivery location schedule for that date, a cancellation/reschedule fee may be charged to the candidate's account.

12.7 Emergency Situations. Unforeseen emergencies (death in the family, family or health emergencies) that directly affect a candidate's ability to take an exam during the scheduled exam appointment time will be addressed on a case-by-case basis. Please contact certification@servicenow.com as soon as possible and provide complete information about the emergency, contact information, which exam was scheduled and the appointment time, and availability for reschedule.

12.8 Special Accommodations. Requests for special accommodation must be sent to certification@servicenow.com at least thirty (30) days prior to the scheduled exam appointment date. Special accommodation may incur an additional fee. Requests must be approved and arrangements made with the host center prior to the test session. If you require special accommodation and have not already planned, please click the Cancel button below and contact certification@servicenow.com.

13. MISCELLANEOUS

13.1 Notice. Any notices required or permitted to be given pursuant to this Agreement shall be in writing, sent via email, certified mail, return receipt requested, postage pre-paid, or delivered by hand, to the business or email addresses of the parties set forth in the examination registration form or to such other address as may be furnished in writing to the other party. Notices shall be deemed effective on the earlier date of receipt or the fourth day after deposited in the mail. If notice is sent to ServiceNow, Inc., it shall be sent to the attention of the General Counsel. In addition, Applicant will refer to the web sites specified herein from time to time during the term of this Agreement to ensure Applicant's continued compliance with the terms of this Agreement, including without limitation, the websites specified in Section 3 of Exhibit A and Section 5 of Exhibit B. ServiceNow, Inc. may provide notice to Applicant by posting such notice on its website at www.nowlearning.service-now.com.

13.2 Privacy. Information collected about Applicant in connection with the exams is subject to the ServiceNow Privacy Policy, which may be updated from time-to-time. Please review the ServiceNow Privacy Policy to understand how we use and share your information, including with our affiliates and third parties, and how to opt-out and change your choices. ServiceNow's Privacy Policy can be obtained at: <https://www.servicenow.com/privacy-statement.html>.

13.3 Relationship of the Parties. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. Applicant is solely responsible for payment of, and will pay when due, all applicable business license fees, value added tax (VAT) and similar taxes, withholding taxes, and business and income taxes related to its activities in connection with this Agreement.

13.4 Governing Law; Forum. This Agreement shall be governed by and interpreted in all respects by the laws of the State of California, without reference to conflict of laws principles, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. In any event, the United Nations Convention on Contracts for the

International Sale of Goods, the application of which is expressly excluded, will not govern this Agreement. All disputes arising under this Agreement may be brought in Superior Court of the State of California or the Federal District Court in San Diego, California, as permitted by law.

13.5 Attorneys' Fees. In the event an action is commenced to enforce either party's rights under this Agreement, the prevailing party in such action shall be entitled to recover its costs and attorneys' fees.

13.6 Assignment. Applicant may not assign its rights or obligations under this Agreement. Any attempted assignment by the Applicant shall be null and voided.

13.7 Remedies. The parties expressly agree that a violation of Section 2.2 of this Agreement will cause irreparable harm to ServiceNow, Inc. and that a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, ServiceNow, Inc. will be entitled to an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation or any or all of the provisions hereof. Applicant hereby waives any requirement that ServiceNow, Inc. post a bond or other security in conjunction with any application for injunctive or other equitable relief.

13.8 Waiver; Severability. The waiver by a party of a breach of any provisions contained herein shall be deemed effective only when in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself. In the event that any provision of this Agreement is determined to be invalid or unenforceable under any law or by a court of competent jurisdiction, then the other provisions hereof shall continue unabated and in full force and effect. Such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable invalid provision within the limits of applicable law of applicable court decisions.

13.9 Conflicts. Applicant acknowledges that ServiceNow certification exams are proctored by a third party that may require Applicant to agree to additional terms and conditions. In the event of a conflict between the third party's terms and conditions and this Agreement, the terms and conditions of this Agreement shall govern with respect to the subject matter herein.

13.10 Entire Agreement. Each Exhibit attached hereto, and the Materials delivered separately is incorporated by reference and made a part of this Agreement as if its terms were fully set forth in the body of this Agreement. This Agreement, including all such Exhibits and such Materials, constitutes the entire agreement between ServiceNow, Inc. and Applicant, and supersedes and terminates any and all prior agreements or contracts, written or oral, entered into between the parties relating to the subject matter hereof.

13.11 Independent Investigation. THE APPLICANT ACKNOWLEDGES THEY HAVE READ THIS AGREEMENT, HAVE HAD AN OPPORTUNITY TO CONSULT WITH THEIR OWN LEGAL ADVISERS, IF THEY SO DESIRED, AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. APPLICANT AGREES THAT, IN INTERPRETING THIS AGREEMENT, NO WEIGHT SHALL BE PLACED UPON THE FACT THAT THIS AGREEMENT HAS BEEN DRAFTED BY SERVICENOW, INC.

EXHIBIT A – CREDENTIALING REQUIREMENTS AND REGISTRATION FEE

All of the following requirements must be met for each ServiceNow, Inc. product and version for which Applicant seeks credentials under the terms and conditions of this Agreement:

1. Applicant must accept the terms and conditions of the Agreement for each ServiceNow, Inc. product and version for which Applicant seeks credentialing.
2. Applicant must successfully complete and pass the ServiceNow credentialing exam for each product for which credentialing is sought. Successful completion of the ServiceNow credentialing exam is good only for the particular product and version that is the subject of the examination.
3. ServiceNow certification exam vouchers are valid for use only by the candidate for whom the exam voucher was issued and may not be transferred, sold, gifted, shared, or exchanged with or to any other individual. Candidates should not purchase, accept, or use an exam voucher that is not issued to the candidate directly by ServiceNow. ServiceNow certification exam vouchers may only be redeemed for the specific certification intended. Failure to comply with these requirements will result in immediate confiscation of the exam voucher without a refund, termination of the candidate's participation in any current or future ServiceNow certification programs and training courses.
4. Upon release of a new product version, ServiceNow will release a Delta maintenance exam to applicants who have a current and valid certification for the particular product. Applicants must successfully complete and pass the Delta maintenance exam for each product and version for which certification is sought within ninety (90) days after it is made available to keep the certification in good standing. Successful completion of the Delta maintenance exam is good only for the particular product and version that is the subject of the examination. Failure to successfully complete the Delta maintenance exam within ninety (90) days of the exam release date will result in an expired certification status.
5. Upon expiration of Applicant's credential pursuant to the preceding section, the license granted to Applicant under Section 2.2 for the applicable version of the product shall terminate and Applicant shall immediately cease any and all uses of the Trademarks and Materials; provided, however, that Applicant may continue to use only text references to Applicant's credential under the Program if and provided that Applicant clearly states the version of the ServiceNow, Inc. product for which he/she was credentialed pursuant to this Agreement and otherwise adheres to the terms of the Agreement.
6. Applicants who fail to successfully pass a credential exam or a Delta maintenance exam on the first try may retake a credential exam or Delta maintenance exam up to three (3) additional times (for a total of four(4) times) at a reduced exam fee provided that the Delta maintenance exam retakes occur within the ninety (90) day period after the exam is made available.
7. Applicants with an expired credential status may re-enter the Program by successfully completing and passing the applicable ServiceNow credential exam.

EXHIBIT B - TRADEMARKS USE RESTRICTIONS

The following guidelines are restrictions on use of the Trademarks and are mandatory. Applicant's failure to abide by these provisions may result in termination of this Agreement by ServiceNow, Inc.

1. Under no circumstances may the Trademarks be used by Applicant in any manner until Applicant has successfully completed, to ServiceNow, Inc.'s satisfaction, all Credential Requirements for at least one ServiceNow, Inc. product.
2. If Applicant has not obtained a credential from ServiceNow, Inc. with respect to a product within ninety (90) days following the date that a Delta maintenance exam is first published by ServiceNow, Inc. for such product, Applicant must discontinue any and all use of the Trademarks in relation to such product; provided, however, that Applicant may continue to use only text references to Applicant's credential under the Program if and provided that Applicant clearly states the version of the ServiceNow, Inc. product for which he/she was credentialed pursuant to this Agreement and otherwise adheres to the terms of the Agreement. To "discontinue all use" includes, but is not necessarily limited to, destroying or revising all stationery, business cards, advertisements, brochures, and training manuals showing the Trademarks used in reference to ServiceNow, Inc.
3. Applicant agrees to use the Trademarks only in connection with services that: (a) meet or exceed all applicable U.S. and foreign laws and regulations; (b) are advertised in compliance with all applicable U.S. and foreign fair advertising laws and regulations; (c) comply with all other applicable U.S. and foreign laws and regulations; (d) are of a quality and reputation consistent with the high quality of ServiceNow, Inc. products and services; and (e) are advertised in a manner consistent with industry standards.
4. Upon reasonable request from ServiceNow, Inc., Applicant shall notify ServiceNow, Inc. of the locations of Applicant's use of the Trademarks and furnish ServiceNow, Inc. with suitable specimens of Applicant's use of the Trademarks. If ServiceNow, Inc. so requests, Applicant agrees to submit to ServiceNow, Inc. any uses of the Trademarks for ServiceNow, Inc.'s approval prior to the dissemination of these materials, such approval not to be unreasonably withheld. Applicant agrees to undertake such steps as ServiceNow, Inc. may reasonably request to assist in monitoring and maintaining the quality and form of use of the Trademarks. ServiceNow, Inc. may review Applicant's use of the Trademarks at any time to evaluate Applicant's compliance with the quality standards described in this Agreement. If at any time ServiceNow, Inc. determines that the Applicant is not maintaining adequate quality standards, Applicant shall be considered in breach of this Agreement and subject to the termination provisions of Section 3 of the Agreement. Applicant shall remedy any material deficiencies in its use of the Trademarks, as determined by ServiceNow, Inc. in its sole discretion and upon reasonable notice from ServiceNow, Inc., as soon as reasonably possible but in any event not later than thirty (30) days following notice from ServiceNow, Inc.
5. Applicant's use of the Trademarks, including without limitation marking requirements, shall always comply with this Agreement, as modified from time to time in ServiceNow, Inc.'s sole discretion.
6. Applicant acknowledges ServiceNow, Inc.'s ownership of the Trademarks. Applicant shall employ best efforts to use the Trademarks in a manner that does not derogate from ServiceNow,

Inc.'s rights and will take no action that will interfere with or diminish ServiceNow, Inc.'s right in the Trademarks. Further, Applicant shall not use the Trademarks in a manner that is likely to mislead any third-party regarding Applicant's relationship to ServiceNow, Inc., or in connection with any obscene, pornographic, libelous, or defamatory material, product or services.