



## Training and Certification Terms and Conditions

### Overview

ServiceNow makes available to Customers certain training classes (both live and on-demand), certifications, training services, and certification vouchers (collectively, "Training and Certification Products") solely for Customer's internal business purposes as set forth on the Now Learning website currently located at <https://www.servicenow.com/services/training-and-certification.html>. As used herein, "Customer" means the party, entity or individual purchasing, or otherwise registering for, the Training and Certification Products from ServiceNow or an authorized ServiceNow reseller ("Reseller"). If you are an individual purchasing or registering for the Training and Certification Products, you represent to ServiceNow that you are doing so for your own personal use. By proceeding with purchasing or registering for Training and Certifications Products, you represent and agree to these terms.

### Location and Schedule

Publicly Available Classes: The location and schedule for publicly available classes, which are instructor-led classes in a physical or virtual classroom environment are published on the Now Learning website.

Private Training Classes: The location and start date for private training classes will be mutually agreed upon by ServiceNow and Customer. For private training classes that are held at Customer's location, Customer shall provide ServiceNow an appropriate training room with a projector and an adequate Internet connection (including a hard-line connection if Wi-Fi is not adequate) and other requirements or capabilities reasonably requested by ServiceNow that are necessary for the training.

On-Demand Classes. On-Demand courses are self-paced training classes that Customers can access via the internet as set forth on the Now Learning website.

### Learning Credits

ServiceNow Learning Credits may be redeemed for certain ServiceNow Training and Certification Products as specified in and according to the Learning Credit Terms and Conditions set forth at <https://www.servicenow.com/upgrade-schedules.html>.

### Cancellation and Rescheduling Policy for Instructor-led Classes

#### Customer Cancellation for Instructor-led Classes

Customer must self-cancel enrollment no less than fourteen (14) calendar days prior to the class start date. The self-cancellation must be made through the Now Learning website <https://nowlearning.servicenow.com/lxp>, otherwise, the Customer will forfeit 100% of the pre-paid training fees and reimburse ServiceNow or Reseller (as applicable) for all reasonable travel expenses incurred in connection with such cancelled training.

#### Customer Rescheduling for Instructor-led Classes

Customer will provide written notice of reschedule request no less than fourteen (14) calendar days prior to the class start date; otherwise, Customer will forfeit 100% of the pre-paid training fees and reimburse

ServiceNow for all reasonable travel expenses incurred in connection with such cancelled training. Customer must send such notice directly to [training@servicenow.com](mailto:training@servicenow.com).

### **ServiceNow Cancellation and Rescheduling for Instructor-led Classes**

ServiceNow may cancel training classes more than fourteen (14) calendar days prior to the start date of the class ("Cancellation"). Customer will be notified by phone or email record on file with ServiceNow. Customer is responsible for any expenses Customer incurs arising from such Cancellation. In the event of a Cancellation, Customer will be able to register for a substitute class, if requested, and to the extent available.

## **Certifications and Certification Vouchers**

ServiceNow certifications and certification vouchers are subject to the terms and conditions in this document and the ServiceNow Certification Program Agreement terms located at [https://www.servicenow.com/content/dam/servicenow/other-documents/SN%20Certification\\_LegalAgreement\\_Feb07.pdf](https://www.servicenow.com/content/dam/servicenow/other-documents/SN%20Certification_LegalAgreement_Feb07.pdf). Certification exams are proctored by a third-party testing company and subject to the additional terms, conditions and policies posted on the third-party website. Certifications will be issued upon successful completion of the applicable requirements.

## **Terms and Conditions**

Customer agrees to pay the total fee amount on the related Order Form or as specified on the applicable Training and Certification Product webpage if purchasing directly from ServiceNow. Fees paid for ServiceNow training classes may not be used for certification vouchers or training delivered under a Statement of Work.

If Customer is purchasing directly from ServiceNow, then as between ServiceNow and Customer the Training and Certifications Products as described herein are provided pursuant to these Terms and Conditions, and the terms and conditions in the Order Form (if any) and the underlying master agreement executed by the parties (if any) and in the absence thereof the Ordering Agreement incorporated by reference herein from <https://www.servicenow.com/upgrade-schedules.html> (the "Agreement"). In the event of a conflict between these Terms and Conditions and the Order Form (if any) and the Agreement, these Terms and Conditions shall prevail.

If Customer is purchasing from a ServiceNow authorized Reseller, then as between ServiceNow and Customer, the Training and Certifications Products are provided pursuant to these Terms and Conditions and the terms and conditions in the Use Authorization as issued by ServiceNow and the underlying master subscription service agreement executed by the parties (if any) and in the absence thereof the Subscription Service Agreement incorporated by reference herein from <https://www.servicenow.com/upgrade-schedules.html> (the "Subscription Services Agreement"). In the event of a conflict between these Terms and Conditions and the Use Authorization (if any) and applicable Subscription Services Agreement, these Terms and Conditions shall prevail.

All Training and Certification Products are non-cancellable, non-transferable, non-refundable, cannot be used for services or activities other than for those purchased or registered, and not subject to acceptance. All Training and Certification Products must be fully consumed within twelve (12) months from the

effective date of the purchase as specified on an ordering document or the applicable Training and Certification Product website following Customer's purchase or registration (the "Effective Date"). Services and other activities are not included in this offering unless specifically identified as included in this document. Any unused Training and Certification Products shall expire in their entirety within twelve (12) months from the Effective Date with no further credit or refund and shall have no value thereafter. Customer shall reimburse ServiceNow for all reasonable travel expenses, where applicable, incurred in connection with performance of the Training and Certification Products. Unless otherwise specified in the signed definitive agreement, Order Form or Use Authorization between ServiceNow and Customer, all fees and expenses for Training and Certifications Products and services hereunder will be paid within 30 days after the invoice date.

ServiceNow training classes are subject to ServiceNow's Privacy Statement described at <https://www.servicenow.com/privacy-statement.html> and ServiceNow's applicable visitor policies, which are subject to change. Further information can be obtained through ServiceNow's respective, then-current visitor registration process.

For On-Demand Training and Certification Products, unless otherwise stated in the class description, Customer's access to an On-Demand class will expire twelve (12) months from the Effective Date.

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. ServiceNow certification exam candidates should not purchase, accept, or use an exam voucher that is not issued to such 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, and termination of any previously issued certifications obtained in violation of these Terms and Conditions.

Any course materials provided or made available in connection with Training and Certification Products is deemed ServiceNow Core Technology, as defined in the Agreement or Subscription Services Agreement. In addition to the restrictions in the Agreement or Subscription Service Agreement, and to the fullest extent permitted by applicable law, no part of any course materials may be used for any other purpose, reproduced, stored in a retrieval system, disseminated, transmitted, or published in any form or by any means, including without limitation, electronic, mechanical, photocopying, photographing, recording or otherwise, or translated into any language without the prior written permission from ServiceNow.

ServiceNow may provide advertisements of third parties on our website and/or feature information, materials, products, or services provided by third parties, including without limitation, third party credit card processing services (collectively, "Third Party Offerings"). ServiceNow makes no representations with respect to, nor does it guarantee or endorse the quality, non-infringement, accuracy, completeness, timeliness, or reliability of such Third Party Offerings. Notwithstanding anything to the contrary in this document or the Agreement, any correspondence, terms and conditions, agreements and any other dealings between Customer and any third parties regarding Third Party Offerings are solely between Customer and the specific third party or third parties, and ServiceNow is not a party. ServiceNow has no control over and expressly disclaims responsibility and liability for all third party provided information, materials, programs, products, and services covered on or accessed through a ServiceNow website. By

proceeding with purchasing or registering for Training and Certifications Products, you agree that ServiceNow shall not be responsible for any warranties, indemnities, or any losses or damages of any sort incurred as a result of any of these dealings or as the result of the presence of such third parties on ServiceNow's website.

TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICENOW SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE TRAINING AND CERTIFICATION PRODUCTS INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM DEFECTS OR VIRUSES, OR AVAILABILITY.

FOR PURPOSES OF THESE TERMS AND CONDITIONS, EXCEPT TO THE EXTENT PROHIBITED UNDER LAW, SERVICENOW SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE TRAINING AND CERTIFICATION PRODUCTS, INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, COVER AND COSTS OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND WHETHER IN CONTRACT, IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT SERVICENOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SERVICENOW REVIEWED, MODERATED, COMMENTED ON OR CREATED THE TRAINING AND CERTIFICATION PRODUCTS GIVING RISE TO DAMAGES. IF SERVICENOW IS LIABLE TO CUSTOMER FOR DAMAGES OF ANY KIND, THEN SERVICENOW'S TOTAL, CUMULATIVE LIABILITY TO CUSTOMER, ARISING OUT OF OR RELATED TO THE TRAINING AND CERTIFICATION PRODUCTS, WHETHER IN CONTRACT, IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT EXCEED (A) \$1,000.00 USD FOR THOSE TRAINING AND CERTIFICATION PRODUCTS WHICH ARE PROVIDED BY SERVICENOW AT NO CHARGE, OR (B) THE FEES CHARGED BY SERVICENOW AS SPECIFIED ON AN ORDER OR NOW LEARNING WEBSITE DURING THE 12 MONTH PERIOD BEFORE SUCH LIABILITY AROSE. MULTIPLE CLAIMS WILL NOT INCREASE THIS LIMIT. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SET FORTH HEREIN WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

ServiceNow reserves the right to amend these Terms and Conditions from time to time.

These terms and conditions, including the provisions incorporated herein by reference, constitute the complete and entire agreement of the parties with respect to its subject matter and supersede and replace all prior understandings, whether oral or in writing.