

## **SYMANTEC EDUCATION – CORPORATE PASS TERMS AND CONDITIONS**

This Symantec Corporate Pass Certificate (“Certificate”) is a legal agreement between the individual or organization (“Passholder”, “You” or “Your”) named on the face of this Certificate, and Symantec Corporation and/or its subsidiaries (“Symantec”). This Certificate states the terms and conditions under which Symantec training will be delivered to you. By ordering training, you acknowledge that such training is delivered subject to Symantec’s then current Corporate Pass Policy located at <http://eval.symantec.com/downloads/edu/CorpSavingsPassTC.pdf>

IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU ARE NOT ELIGIBLE TO RECEIVE TRAINING FROM SYMANTEC. ACCEPTANCE OF TRAINING INDICATES YOUR AGREEMENT TO THESE TERMS.

**IMPORTANT:** The serial number provided with this Certificate is required to register for courses. This Certificate entitles the registered user to a specific number of days of training (“Training Days”) at a Symantec Education Training Center. Please refer to the web site at <http://www.symantec.com/enterprise/training/evoucher/index.html> and follow the instructions provided to redeem your certificate.

**CORPORATE PASS:** The Symantec Education Corporate Pass is valid for a period of twelve (12) months from the date of purchase (“Term”) and is non-transferable, non-refundable, and may not be combined with other discounts, offers or promotions. The Symantec Education Corporate Pass entitles Passholders to attend the number of days of training specified on the face of this Certificate.

**TRAINING COURSES – DELIVERY OPTIONS:** Symantec Education currently delivers its standard training courses based on four (4) different delivery models: 1) Open Enrollment, 2) Dedicated training, 3) Mobile training and 4) Onsite training. Open Enrollment offers training for Passholders at an Authorized Symantec regional training center. Similar to Open Enrollment, Dedicated training is offered at Authorized Symantec regional training centers, except that with Dedicated training, the training facility is dedicated solely to a Passholder’s employees. Mobile training offers training at a site selected by the Passholder, with Symantec providing the instructors, software, course materials, computers and connectivity necessary to conduct the training at the site selected by the Passholder. Onsite training is offered by Symantec’s instructors to Passholders at their sites, using Passholder equipment and facilities.

**DELIVERY OPTION COSTS –CONVERSION FACTORS FOR EXCHANGES IN TYPE OF ELECTED TRAINING DELIVERY OPTION:** Open Enrollment is offered to Passholders as a standard priced training delivery option with a one (1) to one (1) conversion rate for Open Enrollment Training days for Corporate Pass days. Specifically, one (1) Open Enrollment Training Day is equivalent to, and may be exchanged for one (1) Education Corporate Pass Day. Symantec’s alternate delivery options (Mobile, Dedicated and On Site training) are all additional cost options priced in accordance with Symantec’s then current education services policy at the time an order for education services is placed with Symantec. The current conversion rate for the exchange of Mobile, Dedicated or Onsite training days for Education Corporate Pass days is one (1) to ten (10). Specifically, one (1) Mobile, Dedicated or Onsite day is equivalent to and may be exchanged for ten (10) Education Corporate Pass days.

**CLASS SIZE LIMITS/MINIMUM COURSE LENGTH REQUIREMENTS:** While Open Enrollment classes are limited by the size of the regional training facility and the ratio of instructors to students, the maximum number of students permitted to participate in a Mobile, Dedicated or Onsite training course is 10, 12, and 12 respectively. For Mobile, Dedicated or Onsite training courses, if class size exceeds the stated maximum number of student enrollees, and if Symantec agrees to accommodate one or more additional students above the stated maximum class size, a conversion factor will be applied to the quoted price for any additional students enrolled for the training. Please consult your Symantec training coordinator for the then current conversion factor pricing. In the event You choose to exchange Education Corporate Pass days for Mobile, Dedicated or Onsite training days, the minimum length of any such Mobile, Dedicated or Onsite training course shall be two (2) days.

Any employee of a Passholder may use the Symantec Education Corporate Pass to attend the class on behalf of the Passholder, provided always that every Passholder employee attending a class will be counted towards the total Training Days’ value of the Pass .

**TRAINING DAYS:** A Training Day entitles the Passholder to attend Symantec standard training as provided in Symantec’s then-current in-country standard education catalog in effect at the time the Passholder registers for training or custom training. Privileges apply only to individual employees or independent contractors of the Passholder while he/she is employed by the Passholder. When registering for a Training Day, the Passholder must identify himself/herself by providing his/her Symantec Education Corporate Pass serial number.

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Training Days are valid for use at any Authorized Symantec regional training center location in the country for which Training Days were purchased. The Symantec Education Corporate Pass may not be used to purchase eLearning CD's, web-based training, webcasts, or eLearning site licenses.

The Passholder may use Training Days to acquire Symantec education courses of equal or lesser value (as specified in Symantec's then-current in-country standard education services catalog) to the number of unused Training Days available. The Training Days shall not be used as partial payment for any education services, e.g. if the applicable charge for an education course is greater than the unused Training Days connected with this Certificate, such Training Days may not be applied against such education course. The Passholder shall be responsible for all travel or out-of-pocket expenses incurred by its personnel in attending Training Days or any other Symantec education courses.

**CANCELLATION/RESCHEDULE POLICY:** Use of Training Days shall also be subject to the then-current in-country Symantec Education Cancellation/Reschedule policy. Refer to the Symantec Education Cancellation/Reschedule policy for further information.

**TERMINATION OF TRAINING DAY PERIOD:** At the end of the applicable Corporate Pass Term, any pre-paid, remaining unused Training Days under this Certificate shall expire and shall be forfeited. No refunds shall be provided based on any remaining, pre-paid unused Training Days. All classes must be registered and attended during the Term; provided, however, if Symantec Education cancels and reschedules a class past the "expiration date" of the Term, you may use the applicable Training Days for such class.

**COURSE AVAILABILITY:** All education courses and registration are subject to space availability.

**REPLACEMENT:** Symantec is not responsible for a lost, expired, or invalid Certificate. In order to obtain a replacement Certificate, You must provide valid proof of purchase from either Symantec or the Symantec Authorized Reseller from whom you obtained the Certificate.

**COPYRIGHT WARNING; RESTRICTIONS ON USE:** All Symantec Education training and class materials, including supplemental information ("Materials"), are the sole property of Symantec, protected by the Copyright Laws of the United States (Title 17, United States Code), and the laws of other countries where courses are available, governing the making of copies or other reproductions of copyrighted material. Each class is designed for an authorized, single user only. Any copy, distribution or disclosure of the contents of class Materials without the written authorization of Symantec is strictly prohibited. You may not use the Materials for any purpose other than for Your own education purposes and no additional license is implied. You may not copy, transfer, lease, assign, make available for timesharing or sublicense Symantec copyrighted Materials, in whole or in part, nor modify, reproduce nor distribute the Materials electronically or otherwise. No right, title or interest to any trademarks, service marks or trade names of Symantec is hereby granted. Unauthorized or improper use of Materials may result in civil and criminal penalties.

**DISCLAIMER OF DAMAGES.** SOME STATES AND COUNTRIES, INCLUDING MEMBER COUNTRIES OF THE EUROPEAN ECONOMIC AREA, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE BELOW LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. SYMANTEC PROVIDES THE MATERIALS TO YOU "AS IS" and DISCLAIMS ANY IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE PROVISION OF TRAINING COURSES AND MATERIALS TO LICENSEE EVEN IF SYMANTEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL SYMANTEC'S LIABILITY EXCEED THE PURCHASE PRICE SET FORTH ON THE FACE OF THIS CERTIFICATE.

**INTEGRATION:** This Certificate constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes any and all written or oral agreements with respect to such subject matter.