

## SYMANTEC EDUCATION - EDUCATION PACK TERMS AND CONDITIONS

This Symantec Education Pack Certificate ("Certificate") is a legal agreement between the individual or organization ("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 Education Pack Policy located at < <http://eval.symantec.com/downloads/edu/EducationPackTC.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. Use the web site <http://www.symantec.com/enterprise/training/evoucher/index.html> and follow the instructions provided to redeem your certificate.

**TRAINING DAYS:** A Training Day entitles you to acquire Symantec standard training services for your employee or independent contractor as provided in Symantec then-current in-country standard education catalog in effect at the time you register for training.

Training Days are valid for a period of six (6) months from the date of purchase (the "Training Day Period") and are non-transferable and non-refundable. The pricing for Training Days may not be combined with other discounts, offers or promotions. Training Days are valid for use at any Authorized Symantec regional training center location for the country/region specific Education Pack purchased. Training Days can only be used to purchase Live Instructor-Led training.

You may use any remaining, pre-paid unused Training Days to acquire Symantec Education courses of equal or lesser value of Training Days (as specified in Symantec then-current-in-country standard education catalog) during the Training Day Period. The Training Days shall not be used as partial payment for any education services, e.g., if the applicable charge in Training Days for an education course is greater than the pre-paid, remaining unused Training Days connected with this Voucher, such Training Days may not be applied against the Training Days for such education course. You shall be responsible for any reimbursing any personnel for any travel or out-of-pocket expenses incurred by such personnel in attending 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 Training Day Period, any pre-paid, remaining unused Training Days under this Education Pack 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 Training Day Period; provided, however, if Symantec Education cancels and reschedules a class past the "expiration date", 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.

**SYMANTEC EDUCATION - EDUCATION PACK  
TERMS AND CONDITIONS**

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.