

SYMANTEC COURSE MATERIALS - TERMS AND CONDITIONS

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND SYMANTEC CORPORATION AND ITS AFFILIATED ENTITIES ("SYMANTEC").

SYMANTEC AND ITS LICENSORS AGREE TO GRANT THE RIGHT TO USE THESE SYMANTEC COURSE MATERIALS ("COURSE MATERIALS") TO YOU (PERSONALLY AND/OR ON BEHALF OF YOUR EMPLOYER) ONLY IF YOU ACCEPT ALL THE TERMS CONTAINED IN THIS AGREEMENT. BY ACCEPTING THESE TERMS AND CONDITIONS, YOU ARE (1) REPRESENTING THAT YOU ARE OVER THE AGE OF 18 AND HAVE THE CAPACITY AND AUTHORITY TO BIND YOURSELF AND YOUR EMPLOYER, AS APPLICABLE, TO THESE TERMS AND CONDITIONS AND (2) CONSENTING ON BEHALF OF YOURSELF AND/OR AS AN AUTHORIZED REPRESENTATIVE OF YOUR EMPLOYER, AS APPLICABLE, TO BE BOUND BY THESE SYMANTEC TERMS AND CONDITIONS ("TERMS AND CONDITIONS"). EACH TIME YOU OR YOUR AGENT ACCESS THE COURSE MATERIALS, YOU ACCEPT, ON EACH SUCH OCCASION, THESE TERMS AND CONDITIONS.

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS THEN DO NOT INSTALL THE COURSE MATERIALS OR PROCEED WITH THE TRAINING.

1. RIGHT TO USE COURSE MATERIALS

Subject to your compliance with these Terms and Conditions and the payment of the applicable fees, Symantec and its licensors grant to you a personal, non-transferable, non-exclusive, limited right (or license), without right to sublicense, to use the Course Materials solely for your personal training and education. This right is granted for one user only.

2. RESTRICTIONS ON USE OF COURSE MATERIALS.

You may NOT copy, reproduce, modify, rent, lease, distribute, sell, sublicense, transfer or use in any way except for in accordance with the limited right granted herein the Course Materials or any part thereof. You may not assign this right without the prior written consent of Symantec. You agree to use the information contained in the Course Materials solely for yourself and not to disclose or make available to any person any information contained therein, except that you may discuss such information with other persons who have also rightfully received the same Symantec Course Materials from Symantec. Except for the limited right to use granted herein, all rights in and to the Course Materials, and all copies thereof, are retained by Symantec and its licensors, including, without limitation, all patent rights, copyrights, trademark rights and trade secret rights. You acknowledge and agree that the Course Materials are owned and copyrighted by Symantec and/or its licensors and are protected by U.S. copyright law and international treaties. You agree not to remove or alter any copyright or other proprietary rights notice of Symantec and/or its licensors in or on the Course Materials.

3. NO WARRANTIES

THE COURSE MATERIALS AND RELATED TRAINING SERVICES ARE PROVIDED TO YOU "AS IS". SYMANTEC AND ITS LICENSORS MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND SPECIFICALLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ABSENCE OF HIDDEN DEFECTS, ANY WARRANTY OF TITLE, NON-INFRINGEMENT, AND ANY WARRANTY THAT MAY ARISE BY REASON OF USAGE OF TRADE, CUSTOM OR COURSE OF DEALING.

4. VERIFICATION

You understand that Symantec may contact you, using the information provided by you, and that Symantec may verify such contact information in accordance with Symantec's then current privacy policy. Symantec has no obligation to allow you to use the Course Materials, unless Symantec is satisfied, in its discretion, that you are a bona fide trainee, that you have paid the applicable fees for use of the Course Materials, and that the information provided by you to Symantec in registering for this Symantec training is current, accurate and complete.

5. LIMITATION OF LIABILITY.

IN NO EVENT SHALL SYMANTEC OR ITS LICENSORS OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY PERSON FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS OR SERVICES, LOSS OF PROFITS, LOSS OF, OR CORRUPTION OF DATA, LOSS OF PRODUCTION, LOSS OF BUSINESS, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME, OR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY AND ALL OTHER SIMILAR DAMAGES OR LOSS EVEN IF SYMANTEC, ITS RESELLERS, SUPPLIERS OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS LIMITED BY APPLICABLE LAW, REGARDLESS OF THE LEGAL BASIS FOR YOUR CLAIM, SYMANTEC'S AND ITS LICENSORS' AND ITS SUPPLIERS' TOTAL LIABILITY UNDER THESE TERMS AND CONDITIONS SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY YOU FOR THE COURSE MATERIALS OR SERVICES GIVING RISE TO THE CLAIM. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6. TERMINATION.

These Terms and Conditions are in effect until terminated. These Terms and Conditions, along with your right to use these Course Materials will terminate immediately and without notice if you fail to comply with your obligations under these Terms and Conditions. If these Terms and Conditions are terminated, you must immediately discontinue use of these Course Materials. Your payment obligations for the right to use the Course Materials will survive termination of these Terms and Conditions.

7. U.S. GOVERNMENT RIGHTS.

The Course Materials are deemed to be "commercial computer software" and "commercial computer software documentation" as defined in FAR Section 12.212 and DFARS Section 227.7202, as applicable. Any use, modification, reproduction release, performance, display or disclosure of the Course Materials by the U.S. Government shall be solely in accordance with the terms of these Terms and Conditions.

8. COMPLIANCE WITH LAW.

Each party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under these Terms and Conditions. Without limiting the foregoing, You acknowledge that the Course Materials, including documentation and other technical data, is subject to export controls imposed by the U.S. Export Administration Act of 1979, as amended (the "Act"), and the regulations promulgated thereunder and other applicable foreign export control laws. You shall not export or re-export (directly or indirectly) the Course Materials except in compliance with the Act and its implementing regulations or other applicable foreign export control laws.

9. GENERAL.

You agree to pay any tax assessed on the Course Materials, other than taxes based on Symantec's net income or corporate franchise tax. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California, exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any amendments thereto, and without regard to

principles of conflicts of law. Any suits concerning these Terms and Conditions shall be brought in the federal courts for the Northern District of California or the state courts in Santa Clara County, California. These Terms and Conditions are personal and may not be assigned or assumed (including by operation of law) without Symantec's prior written consent. In the event You misuse the Course Materials, such misuse may cause Symantec irreparable harm, and therefore Symantec shall be entitled to seek injunctive relief against You without the necessity of posting a bond. During the period these Terms and Conditions remain in effect, and for three years thereafter, Symantec has the right to verify Your compliance with these Terms and Conditions on Your premises during normal business hours and in a manner that minimizes disruption to Your business. Symantec may use an independent auditor for this purpose with Your prior approval which You will not unreasonably withhold. If any provision of these Terms and Conditions held to be unenforceable, it shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force. A waiver of any breach or default under these Terms and Conditions shall not constitute a waiver of any other subsequent breach or default. Unless You have entered into a separate, written and signed agreement with Symantec for the supply of the Course Materials, these Terms and Conditions are the complete and exclusive statement of the agreement between us which supersedes any proposal, prior agreement, oral or written, purchase order or similar terms issued by You, or any other communications between us in relation to the subject matter of these Terms and Conditions. Any modifications to these Terms and Conditions shall be made in writing and must be duly signed by authorized representatives of both parties or they shall be void and of no effect.