



Veritas Education Services Training Certificate (UNITS & DAYS)

This Veritas Training Program Certificate ("Certificate") is a legal agreement between the individual or organization ("You" or "Your") and Veritas Technologies LLC and/or its subsidiaries ("Veritas"). This Certificate states the terms and conditions under which Veritas training will be available to You and delivered to you upon registration for course(s) ("Eligible Course(s)") identified in Veritas' then-current in-country standard education services catalog ("Education Services Catalog") for Your respective region. This Certificate applies to the products and/or services identified on the front of this Certificate (or if not on the face of this Certificate then in the entitlement details page of Your Veritas Licensing Portal account).

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

IMPORTANT: Your sales order number is required to register for Eligible Courses. Based on the product SKU description on the face of this Certificate, You are entitled to a specific number of training units ("Training Units") or training days ("Training Days") which may be redeemed by You for Eligible Courses provided under one of the delivery models identified below for Instructor-Led Training or, for Training Units only, additional Services listed in the Education Services Catalog (e.g. certification exams). Please refer to the web site at <http://go.veritas.com/training-voucher> and follow the instructions provided to redeem the Training Units and/or Days. Training Unit and/or Day values are calculated based on the currency in which they are purchased ("Purchasing Currency") as indicated in the Education Services Catalog, and, upon Your prior written request, may be redeemed to purchase an Eligible Course offered in a different currency. If You request to redeem Training Units and/or Days for a course offered in a different currency from Your Purchasing Currency, then Veritas will convert the Purchasing Currency to the currency associated with the redeemed Eligible Course(s) using a fixed exchange rate based on the then current in-country list price of the Eligible Courses and the corresponding Training Units and/or Days will be deducted from Your account balance.

TERM: The Training Units and/or Days must be redeemed for Eligible Courses or certification exams ("Exams") that are registered and attended/taken within the timeframe listed in the product SKU description on the face of this Certificate commencing on the Issue Date ("Term") and are non-transferable and non-refundable. In the event no timeframe is specified in the product SKU description, the Term shall be twelve (12) months. Use of Training Units and/or Days is limited to You and, as applicable, Your individual employees or contractors. When registering, Your employee or contractor must use the Certificate sales order number for identification.

The Education Services Catalog will identify the number of Training Units and/or Days required for enrollment for each Eligible Course. The number of Training Units and/or Days required for an Exam can be identified at <http://go.veritas.com/training>. You may use Training Units and/or Days to acquire Eligible Courses or Exams of equal or lesser value than the number of unused Training Units and/or Days available under this Certificate. As Training Units and/or Days are redeemed, the Training Units and/or Days will be reduced from Your then remaining balance available. Training Unit and/or Day values for Eligible Courses and Exams are calculated by rounding to the nearest whole number. If a Training Unit and/or Day value does not convert to a whole number, but includes a remainder that is .5 or higher, then the Training Unit and/or Day value is rounded up to the next higher whole number. If a converted Training Unit and/or Day value includes a remainder that is .49 or lower, then the Training Unit and/or Day value is rounded down to the next lower whole number. Training Units and/or Days cannot be used as partial payment for an Eligible Course or Exam, e.g. if the applicable charge for an Eligible Course or Exam is greater than Your unused Training Units and/or Days balance, such Training Units and/or Days may not be applied against such Eligible Course or Exam. You are responsible for all travel or out-of-pocket expenses incurred in attending an Eligible Course or any other Veritas education courses and for taking any Exam.

INSTRUCTOR-LED TRAINING COURSES – DELIVERY OPTIONS: Veritas currently delivers its Instructor-Led Training Eligible Courses through four (4) different delivery models: 1) Open enrollment, 2) Dedicated training, 3) Mobile training and 4) Onsite training. Open enrollment offers training at an authorized Veritas regional training center or via Internet-based eLearning or virtual courses. Dedicated training is offered solely at authorized Veritas regional training centers and courses are dedicated solely to Your personnel. Mobile training offers training at a site that You provide, with Veritas providing only the necessary instructors, software, course materials, computers and connectivity for the course. Onsite training is offered by Veritas' instructors to Your employees at Your site, using Your equipment and facilities. Virtual and eLearning courses may require Your agreement to additional terms and conditions, prior to, or at the time of receipt of such coursework.

CLASS SIZE LIMITS/MINIMUM COURSE LENGTH REQUIREMENTS: Open enrollment classes are limited by the size of the regional training facility and the ratio of instructors to students, and class size limits for Open enrollment courses cannot be modified on a class by class basis. With respect to any Eligible Course delivered in North America, the maximum number of student enrollees allowable for Mobile, Dedicated and Onsite training is ten (10). For information on Mobile, Dedicated and Onsite training class size limitations in all other regions, please visit, <http://go.veritas.com/training> to identify country-specific Veritas education points of contact who can provide specific information on class size limitations in all other regions. For Mobile, Dedicated or Onsite training, if Your proposed class size exceeds the maximum number of student enrollees allowable for a course, and if Veritas agrees to accommodate one or more additional students above the stated maximum class size for such course, then You will be invoiced an additional amount of Training Units and/or Days based on the fees identified in the Education Services Catalog for each additional student enrolled for the Eligible Course. Ordering such training will constitute



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Your acceptance to the additional Training Unit and/or Day fees for such additional students. Please contact your Veritas training coordinator for additional details. All education courses, including Eligible Courses, and registration are subject to space availability.

CANCELLATION/RESCHEDULE POLICY: Use of Training Units and/or Days shall also be subject to the then-current in-country Veritas Cancellation/Reschedule policy.

EXPIRATION OF TRAINING PERIOD: At the end of the Term, any prepaid, remaining unused Training Units and/or Days shall expire and be forfeited and no refunds shall be provided. All Eligible Courses must be registered and attended during the Term; provided, however, if Veritas cancels an Eligible Course You have registered for and reschedules the Eligible Course past the end of the Term, you may use the applicable Training Units and/or Days for such Eligible Course within ninety (90) days of the end of the Term.

REPLACEMENT: Veritas 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 Veritas or the Veritas authorized reseller from whom You obtained the Certificate.

COPYRIGHT WARNING; RESTRICTIONS ON USE: All Veritas training and class materials, including supplemental information ("Materials"), are the sole property of Veritas, protected by the copyright laws of the United States and other countries where Materials are available. Each set of Materials is designed for an authorized, single user only. Any copying, dissemination, distribution or disclosure of Materials without the written authorization of Veritas is strictly prohibited. You may not use the Materials for any purpose other than for Your own educational purposes and no additional license is implied. You may not copy, transfer, lease, assign, make available for timesharing, or sublicense Veritas 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 Veritas 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. VERITAS PROVIDES THE MATERIALS TO YOU "AS IS" AND DISCLAIMS ANY IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR 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 VERITAS 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 ELIGIBLE COURSES AND MATERIALS TO YOU EVEN IF VERITAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL VERITAS' LIABILITY EXCEED THE PURCHASE PRICE.

INTEGRATION: This Certificate, including any terms and conditions referenced herein, 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. It is expressly agreed that any pre-printed terms appearing on any purchase order, acknowledgement or confirmation issued by You that are different from or in addition to the terms provided in this Certificate are not binding on the parties, even if signed and returned by Veritas. In the event of a conflict between this Certificate and any of the terms and conditions and policies applicable to an Eligible Course and located at the URLs identified above, the terms of this Certificate shall control.

GOVERNING LAW: This Certificate shall be governed by and construed under the following laws, without giving effect to conflict of law principles: the laws of the state of California if You are located in the Americas; the laws of England and Wales if You are located in Europe, Middle East or Africa; the laws of Singapore if You are located in Asia Pacific. Such application of law excludes any provisions of the United Nations Convention on Contracts for the International Sale of Goods, including any amendments thereto.