

Learning Tree International Government Terms and Conditions

GUARANTEE OF QUALITY: Our Guarantee of Quality provides our customers with the opportunity to attend the course of their choice—and then pay only if 100% satisfied with the value of the course. If a customer sends us a written notice of dissatisfaction with a course within 60 days of the course start date, the customer will have the option of retaking the course at no charge, applying tuition fees against another course attendance, or receiving a full refund of any course tuition paid and cancellation of any unpaid invoices for that course. If a customer used a Government Training Voucher, Government Training Passport or Government Premium Pass for the course, we will not count the attendance against the Government Training Voucher, Government Training Passport or Government Premium Pass used.

TERMS FOR PUBLIC COURSES PURCHASED UNDER THE GSA SCHEDULE

INDIVIDUAL COURSE ATTENDANCE: The course tuition is due and payable within thirty (30) days after the start date of the course.

GOVERNMENT TRAINING VOUCHERS: Payment for a Government Training Voucher can be made by company check, GSA SmartPay or GCPC credit card. Unless directed by the purchasing agency in writing to do otherwise, Learning Tree will prepare a monthly invoice to include the actual number of course attendances in the previous month, with each priced according to the discount offered through the Government Training Voucher Program. In addition, the purchasing agency is required to submit a blanket Government Training Form and/or Purchase Order for the total Government Training Voucher amount within thirty (30) days after the start date of the first course attended under the Government Training Voucher. Payment on the Government Training Voucher invoice is due within thirty (30) days of receipt of the invoice.

GOVERNMENT TRAINING PASSPORT AND GOVERNMENT PREMIUM PASS: Payment for a Government Training Passport or Government Premium Pass can be made by company check, GSA SmartPay or GCPC credit card. The purchasing agency will be invoiced for each course after course attendance. For the Government Training Passport or Government Premium Pass, the first course will be invoiced at the GSA discounted individual seat price, the second course will be invoiced at the GSA discounted Alumni Gold price, and the third course will be invoiced at the difference, if any, between the full Government Training Passport or Government Premium Pass and the total amount already invoiced. For the Government Premium Pass, the fourth course will be invoiced at the difference, if any, between the full GSA Government Premium Pass and the total amount already invoiced. Thereby, the Government will pay for courses only after attendance. In addition, the purchasing agency is required to submit a blanket Government Training Form and/or Purchase Order for the total Government Training Passport or Government Premium Pass price within thirty (30) days after the start date of the first course attended under the Government Training Passport or Government Premium Pass. Payment on the Government Training Passport or Government Premium Pass invoice is due within thirty (30) days of receipt of the invoice.

COURSE TUITION: The course tuition fee includes instruction; course materials; the use of software, computers and other technical hardware as appropriate to the course; Learning Tree Certification Examinations; and, for qualified courses, free establishment and maintenance of the attendee's education transcript with the American Council on Education (ACE). Learning Tree International also provides light refreshments during morning and afternoon breaks. The course tuition fee does not include sleeping rooms, meals, travel or any other expenses that may be incurred by our customer.

SUBSTITUTIONS PERMITTED: We welcome the enrollment of a qualified substitute in an enrollee's place, provided the customer notifies us in writing before the first day of the course. 100% of any prepaid course tuition fees will be credited against the course tuition fee of the

substitute. However, the substitute may not take advantage of any discount program for which he or she is not otherwise qualified, such as our Government Alumni Gold program. Government Training Passports and Government Premium Passes are nontransferable and therefore are not eligible for substitution. Remaining courses on Government Training Passports or Government Premium Passes cannot be combined with remaining courses on other Government Training Passports or Government Premium Passes.

FLEXIBLE TRANSFER/CANCELLATION: Our flexible transfer/cancellation policy lets our customers enroll early with confidence. We do not impose any penalty for cancellations of enrollments or transfers to another course. **We request that our customers inform us as soon as they can if they intend to cancel or transfer their scheduled course attendance.** Government Training Passports and Government Premium Passes cannot be used after their expiration dates, and a course cancellation or transfer by the customer will not extend a Government Training Passport or Government Premium Pass expiration date.

LEARNING TREE ANYWARE MATERIALS: Our AnyWare-related materials are included in our overall course tuition pricing. In the event that a customer enrolled in a Learning Tree AnyWare course is shipped a set of course materials and subsequently cancels their enrollment and does not reschedule for a future date, they will be responsible for returning those course materials to Learning Tree. Returning AnyWare materials to Learning Tree is easy and at no cost to you. Simply affix the pre-paid return label to the outside of the box and take it to any authorized FedEx shipping or drop off location, or call FedEx to schedule a pickup.

GOVERNMENT TRAINING VOUCHERS: Training Vouchers (i) are transferable and can be used to pay for the attendance of any qualified course participant but (ii) cannot be used to attend more than the number of courses covered by that Training Voucher purchase. If a customer purchases a Training Voucher and notifies us in writing of the desire to cancel, we will refund 100% of the difference between the price paid for the Government Training Voucher and the sum of the standard full tuition for each of the courses the customer took using that Government Training Voucher. Learning Tree reserves the right to exclude particular courses from the Government Training Voucher program.

GOVERNMENT TRAINING PASSPORTS AND PREMIUM PASSES: Training Passports and Premium Passes (i) are nontransferable and can only be used to pay course tuition fees for the named holder and (ii) cannot be used to attend courses either in excess of the specified number of courses or which start more than 12 months after the start date of the first course attended under that Government Training Passport or which start more than 24 months after the start date of the first course attended under the Government Premium Pass. Learning Tree reserves the right to exclude particular courses from the Government Training Passport and Premium Pass programs.

TERMS FOR ON-SITE COURSES PURCHASED UNDER THE GSA SCHEDULE

The course tuition fee for government On-Site Courses is due and payable within 30 days following the course start date. We do not impose any penalty if the customer notifies us in writing of the need to cancel or reschedule an On-Site Course at least two weeks before the scheduled start date of the course. Any government On-Site Course cancelled or rescheduled by our customer less than two weeks before the scheduled start of the course is subject to a \$3,000.00 cancellation/rescheduling fee. If the event is rescheduled at the time of cancellation to execute within 90 days of the cancellation date, Learning Tree will waive 50% of the cancellation fee.

TERMS FOR ALL COURSES PURCHASED UNDER THE GSA SCHEDULE

ACCOMMODATION FOR DISABILITIES. We are committed to assisting course participants with disabilities. Upon written request from a participant's employer, at least two weeks before the start of the course, we will provide a participant who is disabled an additional seat in the classroom and an additional set of course materials for an Auxiliary Aide and/or a copy of the course notes in computer-readable format at no additional cost. The employer of the participant is responsible for all other costs of any necessary accommodation, including Auxiliary Aides. Please call 1-800-843-8733 at least two weeks before the start of the course so that Learning Tree can arrange for Auxiliary Aides and bill the employer of the participant for the costs.

SECURITY. The customer agrees that all course participants will abide by security measures in effect at the course location.

COURSE POSTPONEMENTS. At times we must change a course location, course date, or postpone a course. We will try to give the customer as much advance notice as possible of any such change. We will not be liable for any other costs incurred, including (for example) travel charges or any consequential damages even if we were advised of them. Changes in course locations, course dates or postponement of courses will not extend a Training Passport, Voucher or Premium Pass expiration date.

GSA SCHEDULE. GSA Schedule purchases should reference our GSA contract number: GS-35F-4414G. GSA specific terms and conditions are available.

COPYRIGHT/INTELLECTUAL PROPERTY. All copyrights, patents, designs and other intellectual property rights in or relating to any course materials provided or made available in connection with our courses remain the sole property of Learning Tree International. No part of any course materials may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, or translated into any language, without the prior written permission of Learning Tree International.

GENERAL. These terms and conditions set out above represent a complete statement of the agreement between the parties and supersede all prior discussions, correspondence and representations. Our brochures and advertisements are for information purposes only and are not intended to form any agreement between Learning Tree International and the recipient. These terms and conditions are subject to change without notice, and changes will apply to any enrollment/course order received after the date of the change. These terms and conditions may not be varied except in a written agreement signed by an officer of Learning Tree International. Learning Tree International's acceptance of a purchase order containing different terms and conditions does not modify or supersede these terms and conditions. This agreement will be governed by Virginia law, without regard to any conflicts of law.

Learning Tree International limits the provision of its educational services to employees of corporations, partnerships, and government organizations who are sponsored by their respective organizations. This agreement is between Learning Tree International and the employer.