

Learning Tree International 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 prepaid 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 Training Voucher, Training Passport or Premium Pass for the course, we will not count the attendance against the Training Voucher, Training Passport or Premium Pass used.

TERMS FOR PUBLIC COURSES

COURSE TUITION: The course tuition fee is due and payable within thirty (30) days after the start date of the course. In the case of Training Passports, Premium Passes or Training Vouchers, the full fee for the Training Passport, Premium Pass or Training Voucher purchase is due within thirty (30) days after the start date of the first course attended under that Training Passport, Premium Pass or Training Voucher purchase. 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 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. Learning Tree will credit 100% of any prepaid course tuition fees against the course tuition fee of the substitute. However, the substitute may not take advantage of any discount program, such as our Alumni Gold program, for which he or she is not otherwise qualified. Training Passports and Premium Passes are nontransferable and therefore are not eligible for substitution. Remaining courses on Training Passports or Premium Passes cannot be combined with remaining courses on other Training Passports or 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.** If a customer transfers to another course prior to the start of the course in which originally enrolled, 100% of any prepaid course tuition fees will be applied toward the course tuition fees for the subsequent course. If a customer needs to cancel an enrollment prior to the start of the class, we will issue a credit or, upon request, refund 100% of any prepaid course tuition fees for that enrollment. Unused credits expire 12 months after their date of issuance. Training Passports, Premium Passes and Training Vouchers cannot be used after their expiration dates, and a course cancellation or transfer by the customer will not extend a Training Passport, Premium Pass or Training Voucher 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.

TRAINING PASSPORTS: Training Passports (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 that are either in excess of the specified number of courses or that start more than 12 months after the start date of the first course attended under that Training Passport. If a customer purchases a Training Passport and notifies us in writing of the desire to cancel it prior to its expiration, we will refund 100% of the difference between the price paid for the Training Passport and the sum of the standard full tuition for each of the courses the customer took using that Training Passport. Learning Tree reserves the right to exclude particular courses from the Passport program. Remaining courses on Training Passports or Premium Passes cannot be combined with remaining courses or other Training Passports or Premium Passes.

PREMIUM PASSES: 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 that are either in excess of the specified number of courses or that start more than 24 months after the start date of the first course attended under that Premium Pass. If the customer purchases a Premium Pass and notifies us in writing of the desire to cancel it prior to its expiration, we will refund 100% of the difference between the price paid for the Premium Pass and the sum of the standard full tuition for each of the courses the customer took using that Premium Pass. Learning Tree reserves the right to exclude particular courses from the Premium Pass program. Remaining courses on Training Passports or Premium Passes cannot be combined with remaining courses or other Training Passports or Premium Passes.

TRAINING VOUCHERS: Training Vouchers (i) are transferable within an organization and can be used to pay for the attendance of any qualified course participant but (ii) cannot be used to attend courses that are in excess of the number of enrollments covered by that Training Voucher purchase or courses that start more than 12 months after the start date of the first course attended under that Training Voucher agreement. If a customer purchases a Training Voucher and notifies us in writing of the desire to cancel it prior to its expiration, we will refund 100% of the difference between the price paid for the Training Voucher and the sum of the standard full tuition for each of the courses the customer took using that Training Voucher. Learning Tree reserves the right to exclude particular courses from the Training Voucher program.

TERMS FOR ON-SITE COURSES

The course tuition fee for 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 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

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 disabled participant 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. If the customer is unable to attend a course at the revised location or date, we will credit 100% of any prepaid course tuition fees paid against a future course or, if requested, refund those fees. However, 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, Premium Pass or Training Voucher 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.