

Learning Tree International Commercial Terms and Conditions

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.

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 Passport, Training Voucher or a Pay-As-You-Learn Voucher for the course, we will not count the attendance against the Training Passport, Training Voucher or Pay-As-You-Learn Voucher used.

TERMS FOR PUBLIC COURSES

COURSE TUITION: The course tuition is due and payable within thirty (30) days after the later of the invoice date or the start date of the course. In the case of Training Passports or Training Vouchers, the full fee for the Training Passport or Training Voucher Pack purchase is due within thirty (30) days after the later of the invoice date or the start date of the first course attended under that Training Passport or Training Voucher Pack purchase. In the case of the Pay-As-You-Learn Voucher Program, payment for each Pay-As-You-Learn Voucher is due within thirty (30) days of the invoice date. The course tuition includes instruction; course materials; the use of software, computers and other technical hardware as appropriate to the course; and Learning Tree Certification Examinations. ITIL® course attendees that would like to retake their ITIL course or exam must do so within 12 months of the original course date and will not be charged for their retake. If an attendee fails an exam and then two retakes, the attendee must re-attend the course before taking the exam again. Learning Tree International also provides light refreshments during morning and afternoon breaks. The course tuition 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 (excludes PRINCE2®, ITIL®, COBIT®, MSP® and Change Management courses). 100% of any prepaid course tuition will be credited against the course tuition fee of the substitute. However, the substitute may not take advantage of any discount program, such as our Return to Learn Program, for which he or she is not otherwise qualified. Training Passports are nontransferable and therefore are not eligible for substitution.

FLEXIBLE TRANSFER/CANCELLATION: If a customer would like to cancel or transfer their course, they must notify Learning Tree prior to two weeks before the start date of the course or within seven days of registration. If a customer transfers to another course prior to two weeks before the start date or within seven days of registration of the course in which originally enrolled, 100% of any prepaid course tuition will be applied toward the course tuition for the subsequent course. If a customer needs to cancel an enrollment two weeks prior to the start of the class or within seven days of registration, we will refund 100% of any prepaid course tuition for that enrollment. If a customer does need to transfer or cancel a course within two weeks of the start date of the course or after seven days from the date of registration, a fee equal to 50% of the price of the course will be assessed for any standard attendances. Attendances associated with a Learning Tree program will be assessed a \$500 fee. Training Passports, Training Vouchers and Pay-As-You-Learn Vouchers cannot be used after their expiration dates, and a course cancellation or transfer by the customer will not extend a Training Passport, Training Voucher Pack or Pay-As-You-Learn Voucher Pack expiration date.

TERMS FOR ON-SITE COURSES

The course tuition fee for On-Site Courses is due and payable within thirty (30) days after the later of the invoice date or the course start date. In the event that the customer needs to cancel or reschedule an On-Site Course, the customer should contact their Account Coordinator. We do not impose any penalty if the customer notifies their Account Coordinator of the need to cancel or reschedule an On-Site Course 14 days prior to the scheduled start date of the course. This notification/cancellation must occur on the closest business day in advance of the cancellation date. Any On-Site Course cancelled or rescheduled by the customer less than 14 days before the scheduled start of the course is subject to a cancellation fee in the amount of 50% of the course tuition fee, however, if the event is rescheduled to execute within ninety (90) days of the cancellation date, then a cancellation fee in the amount of 25% of the course tuition fee will apply. If we create a custom course for a specific engagement that is non-standard in length, content, delivery method, etc., based on customer requirements and request, and the customer cancels the course, we will charge for all incurred customization fees unless the course is rescheduled and executed within ninety (90) days.

TERMS FOR ROOM RENTALS

Learning Tree International Room Rentals are subject to the Terms and Conditions of the Room Rental Agreement executed prior to the start of the room rental.

TERMS FOR ALL COURSES

ACCOMMODATION FOR DISABILITIES. We are committed to complying with all applicable federal, state and local laws regarding reasonable accommodations for course participants with disabilities. Accommodations should be requested by a course participant's employer, preferably in writing. In order to plan for and provide effective accommodations, we ask that accommodations be requested as early as possible, and no later than two weeks before the start of the course.

Learning Tree will provide an additional seat in the classroom and a full digital set of course materials for an auxiliary aide upon request. Other requested accommodations will be discussed with a course participant's employer. Accommodations that fundamentally alter the nature of the services being provided, jeopardize safe operations, or result in undue hardship may not be available. Please call 1-800-843-8733 to advise Learning Tree of any need for accommodation.

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. Changes in course locations, course dates or postponement of courses will not extend a Training Passport, Training Voucher Pack or Pay-As-You-Learn Voucher Pack expiration date.

GSA SCHEDULE. GSA Schedule purchases should reference our GSA contracts: IT Schedule 70 (GS-35F-369CA); MOBIS 874 (GS-02F-0182Y). Our GSA price list, including specific terms and conditions, is available at www.gsaaadvantage.gov.

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.