



LEARN THE FAST AND EASY WAY

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TERMS of USE

Welcome to the wonderful world of e-learning with Learn2! By licensing our proprietary services, and technology, you agree to follow and be bound by the following terms of use and export restrictions (collectively, the "Terms of Use") and any revisions we may make to the Terms of Use.

1. Description of service

Learn2 Corporation, ("Learn2") currently provides users with access to a wide variety of hosted services and technology. Any new features that augment or enhance the current content, services, and technology will also be subject to these Terms of Use. You understand and agree that the content, services, and technology are provided "As Is" and that Learn2 assumes no responsibility for timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. In order to use the content, services, and technology, users must obtain access to the World Wide Web, either directly or through devices that access Web-based content, and pay any service fees associated with such access, including any carrier fees. In addition, users must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem and/or a wireless access device. You understand that this Agreement may not be transferred or otherwise assigned without prior written permission from Learn2.

2. Eligibility

Learn2 is available only to entities with an email address who are eligible to enter into legally binding contracts under applicable law for legitimate business purposes as further limited below. If you do not qualify under the foregoing, you may not enter into these Terms of Use for Learn2.

3. Fees

You agree to provide Learn2 with truthful, accurate, and complete contact information, including your legal name, company name, street address, email address, and telephone number, and to update this information within thirty (30) days of any change. If the contact information you have provided is false or fraudulent, Learn2 reserves the right to terminate your access to its services, and technology. You agree to provide Learn2 with accurate billing information as needed, and you also agree to pay Learn2 according to the terms set forth in the signed purchase agreement. Unless otherwise stated, all fees are quoted in U.S. dollars and will be invoiced on a monthly basis. All fees are due and payable net 30 days from date of invoice and are non-cancelable and

nonrefundable. You are responsible for paying all applicable taxes and associated legal and regulatory costs. Your Learn2 account will be considered delinquent if your account remains unpaid at the beginning of the next monthly accounting cycle, or if an invoice submitted to you by Learn2 (as discussed below) remains unpaid for the same period of time. In addition, you will provide a good faith estimate of the number of minimum first year registered users.

Learn2 content, services, and technology may be suspended, archived or purged from the system if your account is delinquent for more than one billing cycle, and Learn2 may impose a charge to restore archived data from delinquent accounts. If you believe Learn2 has billed you incorrectly, you must contact Learn2 no later than thirty (30) days after the closing date on the first billing statement on which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Learn2 at help@Learn2.com. Learn2 may, in its sole discretion, add, or replace some or all of the services, technology, or its functionality at any time.

4. Content

The Website associated with the Learn2 content, services, and technology (the "site") contains information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (collectively, "content") that are protected by copyrights, trademarks, trade secrets or other proprietary rights. Please keep in mind that Learn2 may at times provide access to content, services, and technology from various third parties and as such is not responsible for any opinions, advice, statements, services or other information posted on the site that originates from any third party, including users. Learn2 does not guarantee the accuracy, quality or usefulness of any content, services, or technology provided by our affiliates or us. Although Learn2 may make every effort to prevent such, you understand that by using the site and the content, services, and technology, you may be exposed to content, services, and technology that may be offensive, indecent or objectionable. You agree that you must evaluate and bear all risks associated with the use of any content, services, and technology including any reliance on the accuracy, quality or usefulness of such content.

5. Online Conduct

You agree to use the services, and technology, as well as the site only for lawful purposes. You agree not to create any content or otherwise transmit any information or material that: (a) is false or misleading; (b) is harassing or invades another's privacy, harms minors in any way, or promotes bigotry, racism, hatred or harm against any group; (c) is obscene; (d) infringes another's rights, including but not limited to intellectual property rights; or (e) constitutes spam.

You understand that all content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such content originated. This means that you, and not Learn2, are entirely responsible for all content that you upload, post, and e-mail or otherwise transmit via the Learn2 services or technology ("user content"). You may choose to upload user content to areas of the site that are accessible to other subscribers (such as chat rooms, etc.), as well as to dedicated areas of the site

accessible only to those persons with whom you decide to share your password and account information, such as your employees or staff. **If you choose**, to upload user content to any public areas of the Learn2 public site (URL www.Learn2.com), you automatically grant (or warrant that the owner of such rights has expressly granted) Learn2 a perpetual, royalty-free, irrevocable, nonexclusive right and license to use, reproduce, modify, adapt, publish, transmit and distribute such user content, in whole or in part, in any form, media or technology now known or later developed. In addition, you warrant that all so-called moral rights in the user content uploaded to the public areas have been waived. User content entered into non-public areas of the site is protected.

Learn2 expressly reserves the right to suspend or terminate the account of any user whose use of the content, services, and/or technology on the site is, in Learn2's sole judgment, excessive and/or likely to cause loss or damage. User shall be liable for any such use or storage that results in loss or damage and shall indemnify Learn2 against such loss or damage.

6. No Collection of Data

Except where expressly authorized by Learn2, you agree not to collect or store personal data about other users.

7. Passwords and Security

Learn2 is responsible for maintaining your database and your virtual server behind our firewall throughout the life of your contract as follows:

The Learn2 Managed Firewall service includes the following:

- Certified Firewall Platforms (including hardware and software)
- Provisioning, configuration and "burn in" of the platforms
- Custom analysis, initial design and installation of the firewall rule set
- Professional Installation
- 24X7 monitoring and administration
- 1-Gbyte of on-line data storage.

Standard Features include:

- Firewall Administration and system maintenance
- Backup of critical configuration files
- Application of necessary software upgrades and patches as deemed necessary by Learn2 for proper functioning of the platform
- Security policy management and version control
- Rule base changes, as requested by the Customer
- Security policy change requests may be submitted via phone or fax.
- All change requests are reviewed by security experts with Customer
- 24x7 monitoring of firewall
- Monitoring of the hardware and software
- 1-Gbyte of online data storage

- Audits of the firewall

Managed High Availability (HA) Firewall Service is based on a fully redundant firewall architecture that employs two synchronized firewalls as a single enforcement point. Standard features of this HA offering include all those listed under Managed Firewalls Standard Features, as well as:

- Redundant firewall architecture that eliminates single points of failure
- State table synchronization so that IP connections do not need to be reestablished if either firewall fails

Managed Intrusion Detection and Response Service includes a recognition engine placed in the Center(s) that provides continuous and real-time monitoring of network traffic passing through a single network segment. Once in place, security engineers manage these engines from a centralized console, watching for security violations or network misuse. Through a series of built-in alarms, security engineers are automatically alerted to suspicious activity, prompting response and escalation of active attacks. Security personnel will work closely with the Customer to define security responses and escalation procedures for all security event types.

The Intrusion Detection and Response Service includes the following:

- Certified Intrusion Detection Platforms (including hardware and software)
- Provisioning, configuration and “burn in” of the platforms
- Professional set-up and installation within the LearnCenter
- Definition and documentation of response/escalation procedures

Standard Features include:

- Deployment and ongoing remote management of a network engine protecting a single network segment
- Includes monitoring of the hardware and software processes
- Backup of critical configuration files for disaster recovery
- Timely software upgrades as deemed necessary for proper functioning of the platform.
- Round-the-Clock monitoring of network traffic passing through the RealSecure engine
- Monitoring for attempted intrusions and network misuse
- When suspicious network activity is identified, security engineers are automatically alerted
- All security events are classified and logged based on type of event
- Well-defined, escalation processes are defined for all classifications of security events

Reporting

- Secure web access to intrusion detection security events, logs, summary reports and statistics
- Threat analysis reports emailed semi-annually to the customer's designated Administrator/security contact. This report documents specific incidents as well as trending analysis where the hosting centers' data is

analyzed in concert with a worldwide database of monitoring and threat data.

Phone support

As part of the ongoing monitoring, security events are classified into one of three categories: Low, Medium and High

Low-level events are logged in the Security Management System Console.

Medium level events are logged in the Security Management System Console and monitored for patterns. If a malicious pattern is found the issue is escalated to a High-level event.

High-level events are logged in the Security Management System Console and reviewed by a security engineer to determine whether the event is a genuine Security Incident, indicative of network misuse, or a false-positive event. False-positive events are safely ignored, while Security Incidents are reacted to in the following manner:

1. Learn2 contacts the customer's designated Administrator/security contact(s) to discuss the impact of the event and what actions were taken to isolate and neutralize the network traffic.

Learn2 will use its best efforts at its own expense to recover any and all lost or corrupted data due to virus, hackers, faulty hardware and unauthorized Learn2 employee access.

You are responsible for maintaining the confidentiality of any passwords you are given to access the content, services, and technology, or the Site, and are fully responsible for maintaining the confidentiality of your passwords and account. Furthermore, you are entirely responsible for all activities that occur under your password and account. You need to notify Learn2 immediately of any unauthorized use of your passwords. Learn2 cannot and will not be responsible for any loss or damage arising from your failure to comply with these requirements.

8. Termination of Account

Terms of Use are applicable for your "Hosted LearnCenter" contract. Learn2 may terminate these Terms of Use by notifying you (90) days in advance of the termination date. Learn2 may, but is not obligated to, delete archived data, but will not do so until (90) days after termination unless you request a transfer of archived data via tape at which time there will be a nominal cost of \$90 per hour to provide this service. It is estimated that it will take no longer than 20 hours to complete this process. Learn2 must be notified of this process, in writing, no later than 30 days after termination of contract.

If any breaches, by you, of these Terms of Use, are not cured within 30 days of written notification to you, Learn2 also may terminate or discontinue the services, and technology provided without further obligation.

9. International Use

You agree to comply with all local rules and regulations regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside and you agree that U.S. export control laws and other applicable export and import laws govern your use of the site and the content, services, and technology, including technical data. You agree that the site, the content, services, or technology, or any direct product thereof, will not be exported, directly, or indirectly, in violation of these laws, and will not be used for any purpose prohibited by these laws.

10. Promotion

You agree that Learn2 may include the use of your company, or organization's name in logos, and proprietary trademarks on the Learn2 Web site or printed "Client List".

11. Disclaimer

The content, services, and technology, as well as the site, are provided on an "as is" basis and is intended to be available 24x7. Learn2 expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Learn2 makes no warranty that (i) the content, services, technology, and site will meet your requirements, (ii) the content, services, technology, and site will be available uninterrupted, timely, *secure, or error free, however, if a suspension in service should occur (and not covered in paragraph 22, Force Majeure), Learn2 after the initial 48 continuous hours of downtime, will provide a pro rata daily rate credit for the period of downtime after any 48 hours of continuous downtime. Upon notification from customer of any malfunction or any interruption in the Services or a need for reconfiguration of Customer's Services, Learn2 will use reasonable efforts to cause the same to be repaired or reconfigured. Learn2 shall have the right to access Customer's Services for the purpose of performing such repairs or reconfiguration or conforming Customer's compliance to its obligations with respect to the Services. (iii) The results that may be obtained from the use of the content, services, technology, and site will be accurate or reliable, and (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service and site will meet your expectations. Any material downloaded or otherwise obtained through the use of the site is done at your own discretion and risk, and Learn2 shall have no responsibility for any damage to your computer system or loss of data that results from the download of any such material.

12. Limitation of Liability

In no event shall Learn2 be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by you or any third party, whether in an action in contract or tort, arising from your access to, or use of, the site or the content, services, and technology. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for

incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

13. Maximum Liability

The maximum aggregate liability of each party related to this agreement is limited to the amount of fees paid or commissions received by either party during the term of this agreement (except in the case of any breach of provisions relating to confidentiality or intellectual property).

14. No Consequential Damages

Except as provided below, neither party will have any liability in connection with or resulting from any agreement or any of the contemplated activities or relationships for any indirect, incidental, consequential reliance or special damages, even if such party was aware that such damages could result (except in the case of any breach of provisions relating to confidentiality or intellectual property). However, Learn2 is liable against any claims that are a breach of security due to the direct and willful negligence by Learn2 or its employees.

15. Indemnity

You shall defend, indemnify and hold harmless Learn2, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the content, services, technology, or the site, except to the extent of any claim by a third party that Learn2 has infringed on the use of any proprietary technology of the third party as it relates specifically to the course authoring and operational interface as identified in the "Hosted Learn-Center Contract" between the parties.

16. Links to Web Sites

Through the site, you may be exposed to hyperlinks to Web sites controlled by parties other than Learn2. Learn2 is not responsible for and does not endorse or accept any responsibility over the content or use of these Web sites. You should refer to the policies posted by other Web sites regarding privacy and other topics before you use them.

17. Applicable Laws/Miscellaneous

All matters relating to your access to, or use of, any site content, services, and technology shall be governed by U.S. federal law or the laws of the State of Florida. Any

legal action or proceeding relating to your access to, or use of, the site content, services, and technology shall be subject to arbitration under the jurisdiction and venue of the State of Florida. You agree to comply with all applicable laws, statutes, ordinances, and regulations regarding your use of the site and the content, services, and technology. Learn2 may immediately issue a warning or deny, suspend, or terminate your use of the content, services, and technology if you are ineligible, if you breach these Terms of Use, if Learn2 is unable to verify or authenticate any information you provide to Learn2, or otherwise in Learn2's sole discretion. Learn2's failure to act with respect to a breach by you or others does not waive Learn2's right to act with respect to subsequent or similar breaches or any of its rights under these Terms of Use. You and Learn2 are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created by these Terms of Use.

18. Copyright/Trademark Information

Copyright © 2004 Learn2 Corporation., all rights reserved.

Learn2 is a registered trademark of Learn.com, Inc. Other names appearing on the site may be trademarks of their respective owners.

19. Export Controls On This Technology/Software

Your signature on these Terms of Use is an indication of your agreement that you comply with each of the following export restriction statements.

- I am not a citizen, national, or resident of, and am not under control of, the government of Cuba, Iran, Sudan, Iraq, Libya, North Korea, Syria, nor any country to which the United States has prohibited export.
- I will not download or otherwise export or re-export Learn2 content, services, technology, directly or indirectly, to the countries referenced above nor to citizens, nationals or residents of those countries.
- I am not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor am I listed on the United States Department of Commerce Table of Denial Orders.
- I will not download or otherwise export or re-export Learn2 content, services, technology or any software, directly or indirectly, to persons on the lists referenced above.
- I will not use the Learn2 Web site or its content, services, or technology for, and will not allow the site and the Learn2 content, services, technology to be used for, any purposes prohibited by United States law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.

If you agree, as an authorized representative and signatory of your company, to accept the Terms of Use above on behalf of your company, and to confirm that your company is in compliance with and will remain in compliance with each of the export restrictions listed above, please indicate your acceptance by signing below.

20. Contact Information

If you have any questions regarding these Terms of Use or content, services or technology, please contact Learn2 via email at sales@Learn2.com.

21. Force Majeure

Neither party shall be liable for any delay or failure in performance due to Force Majeure, which shall include without limitation acts of God, earthquake, hurricane, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, or other occurrences which are beyond the delayed parties reasonable control, provided that the delayed party provides the other party with prompt notice of such delay.

Footnote from paragraph 11 * See paragraph 7

Procedure for loss or interruption of service or incorrect behavior of LearnCenter functions.

Assistance requests are defined as individual problems referred by Customers to LEARN2. Ar's may be completed by contacting your assigned Administrator/Technical support person via telephone or email. Each Ar will be assigned a case number. The case number and activity may be tracked on Learn2/support. You may also contact via telephone or email Learn2 support or sales department to submit your AR. LEARN2 Support Center analysts categorize Assistance requests identified by Customers as follows:

Severity 1

The problem causes loss of Learn2 services. Work cannot reasonably continue, the operation is mission critical to the business and the situation is an emergency. A Severity 1 problem has one or more of the following characteristics:

- Your LearnCenter site is down
- A critical function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after reboot attempts (installed)

24-Hour Commitment to Severity 1 ARs: LEARN2 will work 24x7 until the issue is resolved or as long as useful progress can be made. Customer must provide LEARN2

with a contact during this 24x7 period, either on-site or by pager, to assist with data gathering, testing, and applying fixes. Customers are requested to propose this classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Learn2.

Severity 2

The problem causes a severe Loss of service. No acceptable workaround is available; however, operation can continue in a restricted fashion.

24-Hour Commitment to Severity 2 ARs: LEARN2 will work 24x7 until the issue is resolved or as long as useful progress can be made. Customer must provide LEARN2 with a contact during this 24x7 period, either on-site or by pager, to assist with data gathering, testing, and applying fixes. Customers are requested to propose this classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Learn2.

Severity 3

The problem causes minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

Severity4

The problem causes no loss of service. The result is a minor error, or incorrect behavior.

The undersigned represents and warrants that he/she has the authority to execute the Terms of Use referenced above and bind his/her principals.

Customer

Date

JW Ray
Senior Vice President
Learn.com, Inc.

Date