ENROLLMENT AGREEMENT

Student Name: ____________________________ Student ID #: ____________________________

The above-mentioned individual has been accepted for enrollment or is re-enrolling at International Technological University (the “University” or “ITU”). The undersigned and jointly understand and accept the conditions set forth in this agreement.

I. TUITION AND FEES

The following sample tuition and fees schedule is for all students (international and domestic):

<table>
<thead>
<tr>
<th></th>
<th>Spring Trimester</th>
<th>Summer Trimester</th>
<th>Fall Trimester</th>
<th>Academic Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuition ¹</td>
<td>$4,500</td>
<td>$4,500</td>
<td>$4,500</td>
<td>$13,500</td>
</tr>
<tr>
<td>Registration Fee ², ³</td>
<td>$50</td>
<td>$50</td>
<td>$50</td>
<td>$150</td>
</tr>
<tr>
<td>Student Union Fee</td>
<td>$15</td>
<td>$15</td>
<td>$15</td>
<td>$45</td>
</tr>
<tr>
<td>Technology Fee ³</td>
<td>$200</td>
<td>$200</td>
<td>$200</td>
<td>$600</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 4,765</strong></td>
<td><strong>$4,765</strong></td>
<td><strong>$4,765</strong></td>
<td><strong>$14,295</strong></td>
</tr>
</tbody>
</table>

¹ Based on full-time registration of nine (9) units.
² Registration Fee is $50 per trimester. Late Registration Fee is $100 (applies to students who register for classes on or after the first day of class).
³ Technology Fee and the Registration Fee are nonrefundable once students registered for classes.

Please refer to [http://itu.edu/index.php/admissions/student-resources/tuition-and-fees/] for other applicable fees.

The following estimated tuition and fees table is for entire educational program:

<table>
<thead>
<tr>
<th></th>
<th>Fees per Trimester</th>
<th>Total Number of Credit Hours/Total Number of Trimesters to Complete the Educational Program</th>
<th>Total Charges Due For The Entire Educational Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuition</td>
<td>$500 per Credit Hour</td>
<td>36 Credit Hours</td>
<td>$18,000</td>
</tr>
<tr>
<td>Registration Fee ²</td>
<td>$50</td>
<td>4 Trimesters</td>
<td>$200</td>
</tr>
<tr>
<td>Student Union Fee</td>
<td>$15</td>
<td>4 Trimesters</td>
<td>$60</td>
</tr>
<tr>
<td>Technology Fee ³</td>
<td>$200</td>
<td>4 Trimesters</td>
<td>$800</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$19,060</strong></td>
</tr>
</tbody>
</table>

Students are responsible for payments of all tuition and fees.

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BE SURE TO READ ALL PAGES OF THIS AGREEMENT. IT IS PART OF YOUR CONTRACT WITH THE UNIVERSITY.
Tuition and fees for each trimester are due and payable at the beginning of each trimester, unless special approval has been obtained in writing from ITU’s Accounting Department. ITU reserves the right to deny enrollment or cancel enrollment for students whose fees are not paid one month after the first date of class of each trimester, unless special arrangements have been made with ITU’s Accounting Department. In the event that it becomes necessary for ITU to incur attorney fees to collect tuition and fees, or any portion thereof, or to communicate suit under this Enrollment Agreement to the appropriate court within Santa Clara County, California, the undersigned agrees to pay such attorney fees and/or court costs. The interpretation or performance of this Enrollment Agreement shall be construed and enforced in accordance with the laws of the State of California. The undersigned hereby consents to and submits to the jurisdiction of brought in the appropriate court within Santa Clara County, California. The undersigned shall not raised in connection therewith, and hereby waives any defenses based upon the venue, inconvenience of the forum, lack of personal jurisdiction, sufficiency of service of process in any such action or suit brought in Santa Clara County, California.

**ITU reserves the right to adjust the above schedule of fees at any time.**

**II. EDUCATIONAL SERVICE**

Program: ________________________________  Total Trimester Credit Hours: ________________

Enrollment Agreement Period Start Date: ________________  Scheduled Completion Date: ________________

A degree will be issued after the completion of the entire program and all tuition and fees are paid in full or otherwise accounted for.

**III. REFUND REQUEST**

Refund Policy

1. Students will be given a 100% refund if a class is cancelled by the University.
2. If students drop their class(es) or withdraws from the University, amounts refund are calculate based upon the time students drop their class(es) or withdraw from the University. ITU’s refund policy is as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Refund Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>On the 1st Day of Trimester</td>
<td>100%</td>
</tr>
<tr>
<td>During the 1st Week of Trimester</td>
<td>90%</td>
</tr>
<tr>
<td>During the 2nd Week of Trimester</td>
<td>75%</td>
</tr>
<tr>
<td>During the 3rd Week of Trimester</td>
<td>No Refund</td>
</tr>
</tbody>
</table>

Refund request forms can be found at: [http://itu.edu/index.php/admissions/student-resources/forms/](http://itu.edu/index.php/admissions/student-resources/forms/)

A completed refund request form can be submitted to the Accounting Department:

International Technological University
355 W. San Fernando Street
San Jose, CA 95113

Please refer to the ITU website for further reference to our refund policy.

**IV. STUDENT TUITION RECOVERY FUND PAYMENT**

The State of California created the Student Tuition Recovery Fund (“STRF”) to relieve or mitigate economic losses suffered by students who are California residents, or are enrolled in a residency program attending certain schools regulated by the Bureau for Private Postsecondary and Vocational Education.
Students must pay the state-imposed assessment for the STRF if all of the following applies:
1. Students who are California residents, or are enrolled in a residency program, and prepay all or part of the tuition either by cash, guaranteed student loans, or personal loans, and
2. Total charges are not paid by any third party, such as an employer, government program or other payer, unless students have a separate agreement to repay the third party.

Students are not eligible for protection from the STRF and not required to pay the STRF assessment, if either of the following applies:
1. Students who are not California residents, or are not enrolled in a residency program, or
2. Total charges are paid by a third party, such as an employer, government program or other payer, and students have no separate agreement to repay the third party.

Students may be eligible for STRF if students are California residents or are enrolled in a residency program, prepaid tuition, paid the STRF assessment, and suffered an economic loss as a result of any of the following:
1. The school closed before the course of instruction was completed.
2. The school’s failure to pay refunds or charges on behalf of a student to a third party for license fees or any other purpose, or to provide equipment or materials for which a charge was collected within 180 days before the closure of the school.
3. The school’s failure to pay or reimburse loan proceeds under a federally guaranteed student loan program as required by law or to pay for reimbursement proceeds received by the school prior to closure in excess of tuition and other costs.
4. There was a material failure to comply with the Act or this Division within 30 days before the school closed or, if the material failure began earlier than 30 days prior to closure, the period determined by the Bureau.
5. An inability after diligent efforts to prosecute, prove, and collect on a judgment against the institution for a violation of the Act.

The STRF is included in the fees paid every trimester to ITU.

V. UNDERSTANDINGS

Website
Information about ITU, including description of certain policies, procedures, and other information about the University, is published on the University’s website. ITU reserves the right to change any provision of the website at any time. Students are expected to read and be familiar with the information contained in the University’s website. By enrolling at ITU, students agree to abide the terms stated on the ITU website including, but not limited to, the Student Code of Conduct, Academic policies, and other posted University policies.

Student’s Initial __________

Maintaining Good Academic Standing
I will take full responsibility for my own learning and maintain satisfactory attendance for all of my classes in accordance with the ITU Attendance Policy. Additionally, I will maintain a minimum 3.0 GPA to remain in good standing with ITU in accordance with the ITU grading policy.

Student’s Initial __________

Degree/Certificate
I understand that I will be awarded a degree when I have completed all of the program requirements. I must have a minimum 3.0 grade point average, met the 80% attendance requirement, and satisfied all financial obligations. If I default on my fee obligations, my degree will be withheld until the fees are paid.

Student’s Initial __________
International Student Regulations
If I am on an F-1 student visa, I understand and agree that it is my full responsibility to maintain my visa status. I understand that while ITU’s policies have been created to facilitate the maintenance of my student visa status, it is fully my responsibility to abide by all University policies and USCIS regulations. Specifically, I agree to notify the University within ten (10) days if I change my address, to follow University procedures for taking semester/travel breaks, and not to engage in work unless proper work authorization has been granted. I understand that failure to maintain my student visa status may result in deportation in accordance with USCIS regulations.

Student’s Initial __________

Installment Plan
If I take part in the installment payment plan, I agree it is a student loan as that term is used and defined in 11 U.S.C. §523(a)(8). Each installment plan application is subject to an Installment Plan Fee of $80 (non-refundable). Any student who wishes to pay using an installment plan must complete and sign a promissory note.

Each installment plan consists of a minimum of two (2) to a maximum of three (3) installments.
• Students must submit all their installment plan checks along with their first payment. The checks should be post-dated and will only be deposited on the day the installment is due.
• Installment plan payment schedule:
  ▪ The first installment is due the day of registration, and the amount must be equal to or greater than three (3) units of tuition in addition to all of the mandatory fees and the Installment Plan Fee.
  ▪ The second installment is due one (1) month after the first day of class, and the amount must be equal to or greater than three (3) units of tuition.
  ▪ The third installment is due two (2) months after the first day of class. Any remaining balance must be paid with this final installment.

For more information and regulations please refer to the ITU website.

Student’s Initial __________

Intellectual Property Assignment
Student acknowledges and agrees that all work performed by Student (including but not limited to drawings, designs, specifications, notes, improvements, discoveries, inventions or other work) while at ITU, while in the course of studies or research at or for ITU, or that makes use of any ITU facilities or equipment, (the “Works”), are owned by ITU. ITU shall be deemed to be the sole author and owner of any and all right, title, and interest therein, including, without limitation, intellectual property rights. To the extent that Student may have or acquire any right, title, or interest in such Works, Student hereby assigns to ITU any and all such right, title, and interest. Student agrees in perpetuity to execute and deliver such assignments, copyright applications, patents, patent applications, licenses, administrative forms and other documents as ITU may direct, and to cooperate fully with ITU, to enable ITU to secure and maintain in any and all countries the rights described and granted to ITU with respect to Works.

Student’s Initial __________

Name and Likeness Usage
Student’s image, likeness, and/or sound of voice may be used for marketing, promotional and/or for other material distributed to the public. Student hereby grants permission to use his/her image, likeness and sound of voice as recorded on audio or video without payment or any other consideration. There is no time limitation on the validity of this release, nor is there any geographic/media limitation on where these materials may be distributed.

Student’s Initial __________
Questions
Any questions regarding this Enrollment Agreement that have not been satisfactorily answered by the University may be directed to the Bureau for Private Postsecondary Education at:
Physical Address: 2535 Capitol Oaks Drive, Suite 400, Sacramento, CA 95833
Mailing Address: P.O. Box 980818, West Sacramento, CA 95798
Phone Number: (916) 431-6959
Toll Free: (888) 370-7589;
Fax Number: (916) 263-1897
www.bppe.ca.gov.

Complaints
Students or any member of the public may file a complaint about this institution with Bureau for Private Postsecondary Education by calling (888) 370-7589 or by completing a complaint form, which can be obtained at www.bppe.ca.gov.

Arbitration
Any dispute arising from enrollment at ITU, no matter how described, pleaded or styled, shall be resolved by binding arbitration under the Federal Arbitration Act conducted by the American Arbitration Association ("AAA") located at San Francisco, California, under its Commercial Rules. All determinations as to the scope, enforceability of this Arbitration Agreement shall be determined by the Arbitrator, and not by a court. The award rendered by the arbitrator may be entered in any court having jurisdiction.

Assumption of Risk
I agree to assume liability and financial responsibility for any injury I might receive in the classroom or in an externship as a student enrolled in any listed program. For this reason, ITU recommends health insurance for all students.

School Catalog/School Performance Sheet
Prior to signing this Enrollment Agreement, students should be given a catalog or brochure and a School Performance Fact Sheet, which students are encouraged to review prior to signing this agreement. These documents contain important policies and performance data for this University. The University is required to have students sign and date the information included in the School Performance Fact Sheet relating to completion rates, placement rates, certification exam passage rates, and salaries or wages, prior to signing this agreement.

I certify that I have received/obtained the catalog and School Performance Fact Sheet containing information regarding completion rates, placement rates, certification exam passage rates, and salaries or wages. I have signed, initialed, and dated the information provided in the School Performance Fact Sheet.

Grounds for Dismissal
Students may be permanently dismissed from ITU for any one of the following: 1) disruptive behavior and/or a lack of common courtesy and respect for the instructor and/or his/her fellow students; 2) behavior that could be interpreted as sexual harassment; 3) behavior that could be related to alcohol or drug use, and; 4) failure to pay fees when due. Please refer to the Student Code of Conduct published on the ITU website for more information.

BE SURE TO READ ALL PAGES OF THIS AGREEMENT. IT IS PART OF YOUR CONTRACT WITH THE UNIVERSITY.
THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE NOT SUBJECT TO AMENDMENT OR MODIFICATION BY ORAL AGREEMENT. I, THE UNDERSIGNED PURCHASER OF THE PROGRAM OF TRAINING, HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND WITH MY SIGNATURE I CERTIFY HAVING RECEIVED AN EXACT COPY OF THIS AGREEMENT. I FURTHER ACKNOWLEDGE THAT NO VERBAL STATEMENTS HAVE BEEN MADE CONTRARY TO WHAT IS CONTAINED IN THIS AGREEMENT. THIS ENROLLMENT AGREEMENT IS A LEGALLY BINDING INSTRUMENT WHEN SIGNED BY THE STUDENT AND ACCEPTED BY THE UNIVERSITY.

I UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT. MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ, UNDERSTAND AND AGREE TO MY RIGHTS AND RESPONSIBILITIES, AND THAT THE UNIVERSITY’S CANCELLATION AND REFUND POLICIES HAVE BEEN CLEARLY EXPLAINED TO ME.

_______________________________________________  ___________________________
Student’s Signature                                      Date

_______________________________________________  ___________________________
Parent/Guardian’s Signature                              Date
(If the student is under 18 years of age)

For Official Use Only:

_______________________________________________
University Official’s Name

_______________________________________________  ___________________________
University Official’s Signature                          Date