

## ROLLS-ROYCE REGIONAL TRAINING CENTER AGREEMENT

**In consideration** of the mutual covenants contained herein, Rolls-Royce Corporation ("Rolls-Royce"), 2001 S. Tibbs Avenue, Indianapolis, Indiana 46241, USA, through its Regional Customer Training Center ("RCTC"), 7715 N. Perimeter Road, Indianapolis, Indiana 46241, USA, and Customer (as identified on the Enrollment Application), agree as follows:

**1. Enrollment Application ("Application").** The Application shall be made a part of this Rolls-Royce Regional Training Center Agreement ("Agreement"). Customer Signature on the Application shall certify that Customer has read, understands and agrees to abide by all terms and conditions of this Agreement. The typed signature shall serve as an electronic signature on any applications submitted electronically. Submission of the Application, through mail by parcel post, or electronic transmission by email or facsimile shall serve as Customer's acknowledgment of receipt, sufficiency of, and acceptance of this Agreement. All Applications must be approved by Rolls-Royce prior to commencement of any training. Rolls-Royce may deny enrollment for any reason. The effective date of this Agreement shall be the date Rolls-Royce transmits written confirmation of acceptance to the Customer.

**2. Confidential Information.**

- a. The term "Confidential Information" as used herein shall mean any and all technical and business information relating to Rolls-Royce's products, engines, parts, and services, including but not limited to intellectual property, trade secrets, copyrights, proprietary ideas, patentable ideas, existing and/or contemplated products and services, technology, research and development, data, materials, computer programs, electronic media, drawings, instructions, descriptions, manuals not available for sale to the public, know-how, skills, knowledge, techniques, financial information, business plans, business methods, business models, processes, systems, methods, documentation, or devices used in or pertaining to Rolls-Royce's business, regardless of whether such information is designated as "Confidential" at the time of its disclosure.
- b. During the course of Training Services, the Customer and Students will become knowledgeable about and in possession of Confidential Information. If such Confidential Information were to be divulged or become known to any competitor of Rolls-Royce or to other third persons outside of Rolls-Royce, Rolls-Royce would be irreparably harmed. This Agreement has been entered into, in part, to guard Rolls-Royce against such potential harm.
- c. Customer agrees that all Confidential Information, and all records, documents, and materials relating to such Confidential Information, shall be and remain the sole and exclusive property of Rolls-Royce. Customer will not be deemed, by virtue of this Agreement or any access to the Confidential Information, to have acquired any right to or interest in such Confidential Information.
- d. Customer agrees: (i) to hold the Confidential Information in strict confidence; (ii) to limit disclosure of the Confidential Information to the Students having a need to know the Confidential Information for purposes of this Agreement and each Student's Student Training Agreement; (iii) not to disclose any Confidential Information to any third party; (iv) to use the Confidential Information solely and exclusively in accordance with the terms of this Agreement; (iv) to direct each Student to hold the Confidential Information in strict confidence and abide by the terms of his/her Student Training Agreement; and (v) to take all steps reasonably necessary to protect the Confidential Information and notify Rolls-Royce of any unauthorized use or disclosure of the Confidential Information.

**3. Use of Training Materials.**

- a. Customer agrees not to reverse engineer or to extract or use any ideas, processes, procedures, repair instructions, or part descriptions contained in any of the materials and handouts disclosed by Rolls-Royce during the course of Training Services ("Training Materials"), including Confidential Information, for any reason other than for the purpose specified in this Agreement.
- b. Customer is not permitted to use any Training Materials, including Confidential Information, in any way for the design, creation, or marketing of any Rolls-Royce competitor's service, product, or component part.
- c. Customer is not permitted to repackage or use any Training Materials, including Confidential Information, for the Customer's own commercial purposes or to develop training programs in competition with those provided by Rolls-Royce, through the RCTC.

- d. Rolls-Royce Training Materials, including Confidential Information, shall not be copied in whole or in part without explicit written permission from Rolls-Royce.
- e. Student may have access to, possess, and retain Rolls-Royce Training Materials, including Confidential Information, only as an employee, subcontractor, or agent of Customer. Upon the termination of Student's employment relationship, subcontract, or agency relationship with the Customer for any reason, Customer shall secure the immediate return of all Rolls-Royce Training Materials, including Confidential Information, from the Student, and request certification from the Student that he/she has returned all such Training Materials, including Confidential Information, to Customer.

#### **4. Intellectual Property.**

- a. Customer agrees that all Training Materials and Confidential Information, and all records, documents, and materials relating to such Confidential Information, shall be and remain the sole and exclusive property of Rolls-Royce. This agreement shall not be construed as creating, conveying, transferring, granting, or conferring to Customer any rights, patents, licenses, copyrights, trademarks, or intellectual property interests in or in relation to the Training Materials, including Confidential Information. Any and all such rights, patents, licenses, copyrights, trademarks, or intellectual property interests in or in relation to the Training Materials, including Confidential Information, shall remain vested in Rolls-Royce.
- b. All parties agree that any Intellectual Property, such as, but not exclusive of, all trade secrets, designs, drawings, processes, compositions of material, specifications, software, or other information, created during the course will become the exclusive property of the Rolls-Royce Corporation. Rolls-Royce Corporation retains all ownership rights to the Intellectual Property, as defined in this clause, conceived under or during the student's in-class time while on the Rolls-Royce premises, unless the Customer can prove that the student used prior Intellectual Property owned by their employer prior to the conduct of the class at RCTC.

#### **5. Export.**

- a. This document may contain information whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec. 2751, Et. Seq.) or the Export Administration Act of 1979, as amended, (Title 50, U.S.C., App. 2401, Et Seq.). Violations of these export laws are subject to severe criminal penalties.
- b. EAR: This technical data is exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.
- c. The Parties agree to abide by any U.S. Government International Traffic in Arms Regulations (ITAR), Export Administration Regulation (EAR), or any other export laws and regulations as they may relate to this Agreement. The Parties agree to timely obtain the proper export authorizations as required by the ITAR. The receiving Party shall indemnify and hold the furnishing Party harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses arising from failure of the receiving Party to comply with this clause.

#### **6. Payment.**

- a. During the term of this Agreement, Customer may place orders for Training Services pursuant to the Rolls-Royce Training Catalog for regularly-scheduled classes that take place at the RCTC in Indianapolis, Indiana or a designated Rolls-Royce training site.
- b. During the term of this Agreement, Customer may place orders for Training Services pursuant to a request for quote for those items which are not identified or scheduled in the Training Catalog, which may include special training classes scheduled upon request that may take place either at the customer's own site, the RCTC, or a designated Rolls-Royce training site.
- c. Charges for Training Services pursuant to this Agreement and any purchase order made hereunder will be in accordance with the published rates in the Training Catalog, unless otherwise stated in a special quotation. Quotations issued by Rolls-Royce pursuant to this Agreement shall specify the period during which the Training Services are to be made available to the Customer.
- d. Prices quoted by Rolls-Royce shall be valid for acceptance by the Customer for a period of ninety (90) days from the date of the quotation unless otherwise stated. The Customer may accept the quotation within the validity period of such quotation by placing a formal purchase order with Rolls-Royce unless Rolls-Royce has, prior to the date of receipt of such order, withdrawn the quotation.

- e. All purchase orders placed pursuant to a request for quote shall expressly reference this Agreement and the special quotation, if applicable. Any language contained in a purchase order received from a customer that is contrary to this agreement shall be superseded by this agreement.
- f. A contract for the supply of the Training Services specified in the purchase order shall come into effect upon the date of the unconditional written acceptance of such order by Rolls-Royce via facsimile, postal mail or in PDF format via e-mail.
- g. Pricing of Training Services shall include the use and transportation of materials, software, publications, and support equipment and training aids, including training engines (if provided). Pricing shall not include any travel, accommodation, or subsistence for Students during the course of the Training Services.
- h. All payments due by the Customer must be received at least thirty (30) days in advance of the scheduled training event unless other arrangements are made in advance and agreed to by Rolls-Royce in writing. All payments due shall be paid in US Dollars using any of the following methods: (i) cash; (ii) credit card (MasterCard, Visa, American Express, JCAB); (iii) Company or Traveler's checks; (iv) money orders; (v) electronic (wire) transfer.
- i. Customer is obligated to pay all tuition and fees in advance of the scheduled training event even if attendance is or will be subsidized through a grant or scholarship. Reimbursement of tuition fees by the grant or scholarship to the Customer is the responsibility of the Customer.

## **7. Cancellation/Termination Policy.**

- a. Customer may terminate any enrollment(s) in writing before the commencement of any scheduled training. Upon cancellation or termination of a scheduled training event, any advanced payments received by Rolls-Royce shall be refunded to Customer, excluding any cancellation charges as follows:
  - (i) More than ten (10) working days' prior notice – no charge.
  - (ii) Between five (5) and ten (10) working days' prior notice – 50% (fifty per cent) of the Contract Price.
  - (iii) Less than five (5) working days' prior notice – 100% (one hundred per cent) of Price.
- b. The Customer may terminate any enrollment(s) once a scheduled training event has commenced by giving written notice of termination to Rolls-Royce. Such notice shall have immediate effect. The Customer shall be liable for the full tuition fee in the event that any scheduled training event is so terminated.
- c. If a scheduled training event is interrupted by Rolls-Royce for reasons beyond Rolls-Royce's control, and the course objectives cannot be completed during the scheduled course dates, the training event may be either extended or cancelled. In the event of cancellation, Customer will be reimbursed for the tuition fees for the scheduled training event or will be provided a credit equal to the value of the tuition fees that can be applied to future Training Services, which will be valid for a period not to exceed one (1) year from date of cancellation. Rolls-Royce is not responsible for airfare, hotel, or other expenses incurred by the Customer and/or Students as a result of course cancellation.

**8. Compliance with Rules and Regulations.** Customer shall instruct all Students to comply with all applicable local, state, and federal laws and regulations, including those relating to security and safety, and all company rules, policies, and recommendations of Rolls-Royce, including those relating to security and safety, while at the RCTC or on the premises of Rolls-Royce. Customer shall be directly responsible for all acts or omissions of the Students while at the RCTC or on the premises of Rolls-Royce. A Student's failure to abide by such laws, regulations, rules, policies, or recommendations may result in the Student's removal from the training course, and may prevent the Student from participating in future Training Services.

**9. Limitation of Liability.** Customer agrees to release, waive, indemnify, and hold harmless Rolls-Royce and its agents, assigns, employees, officers, and affiliates, from any and all damages, costs, losses, claims, demands, or actions (including legal fees and expenses), whether now in existence or hereafter arising, whether known or unknown, regarding or relating to any property loss or personal injury or death, including but not limited to any loss of a Student's property, injury to a Student, or death of a Student, arising out of, resulting from, caused by, occurring during, or in any way connected with the activities of the RCTC and/or the Training Services, whether such injury, death, or damages is caused by the negligence, recklessness, breach of contract, misconduct, or other willful act or omission by Rolls-Royce and/or the RCTC.

**10. Limitation of Remedies.** THE WARRANTY, OBLIGATIONS AND LIABILITIES OF ROLLS-ROYCE AND THE RIGHTS AND REMEDIES OF CUSTOMER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF AND BUYER HEREBY WAIVES AND RELEASES ALL OTHER WARRANTIES, OBLIGATIONS, REPRESENTATIONS OR LIABILITIES EXPRESS OR IMPLIED ARISING BY LAW, IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO (I) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY IMPLIED THROUGH COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE OR (II) CLAIMS ARISING OUT OF THE NEGLIGENCE OF SELLER OR SELLER'S SUPPLIERS OR (III) ANY OTHER CLAIM ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR FROM SERVICES DELIVERED OR RENDERED HEREUNDER OR OTHERWISE.

**11. Insurance.** Customer shall maintain, at its expense, insurance amounts sufficient to meet indemnification requirements, and if requested by Rolls-Royce, Customer shall provide evidence of such insurance via a certificate of insurance within thirty (30) days of a request by Rolls-Royce.

**12. Attainment Level.**

- a. Rolls-Royce shall not be responsible for the level of attainment reached by the Customer or the Customer's Students, or their ability to practically apply the Training Services in the field as an employee, subcontractor, or agent of the Customer.
- b. Rolls-Royce does not certify customers or students, and makes no representations or warranties as to the adequacy or suitability of the Training Services to enable the Customer or the Students to achieve any particular purpose, whether known or unknown to Rolls-Royce.
- c. The Customer shall not make any representations or warranties to third parties, including owners and operators, that either it or its Students are "Rolls-Royce Certified", or other similar statements.

**13. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to any choice or conflict of law provisions, principles, or rules that would require the application of the law of any other jurisdiction. The sole and exclusive venue for any dispute arising under this Agreement shall be the federal and state courts located in the State of Indiana. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to the transactions contemplated by this Agreement.

**14. Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties with respect to its subject matter, and supersedes any and all prior and contemporaneous discussions, negotiations, agreements, and understandings, whether oral or written, with respect to the subject matter hereof.

**15. Amendment.** No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any party to this Agreement unless made in writing and signed by such party or by a duly authorized officer or agent of such party.

**16. Waiver.** Failure by either Party at any time to enforce any of the provisions of this Agreement shall not be construed as a waiver by such Party of such provisions or in any way affect the validity of this Agreement.