



Participation in Audi Education Partnership Program PREMIUM PLUS LEVEL

Audi of America, Inc. (“AoA”) has established the Audi Education Partnership Program to help meet the growing and predicted future demand for dealership technicians. The purpose of the Program is to attract skilled technicians to Audi brand dealerships across the country. This Program was established to provide some basic tools and equipment to schools so that they can feature these in their basic automotive level program. The goal of the Program is to increase awareness of the Audi brand among students in the automotive program at each participating school.

Here is how the Program will work:

1. Schools (each a “School”) that want to participate in this Program must first complete the Registration Form and the Letter of Agreement and return them to the local Audi field team (Area After Sales Manager). The Area After Sales Manager will then forward the documents to matthew.shepanek@audi.com.
2. Once the School has registered by completing the Registration Form and the Letter of Agreement, AoA will begin the process of providing the School access to the resources and equipment outlined in the Letter of Agreement.

Audi of America, Inc.
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Herndon, VA 20171
+1 703 364 7000
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Registration Form

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Exempt Organization Permit Number (Form ST-5)

School Name

Name of School Contact Person

Date

Address

Address 2

Address 3

City

State

Zip Code

Phone

Email

Signature



Letter of Agreement

Parties: Audi of America, Inc., an operating unit of Volkswagen Group of America, Inc. (“AoA”)

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(“SCHOOL”)

Program Level	Primary Contact	Start Date	End Date
Premium Plus			

1. Except as outlined herein or as otherwise required by context herein, all defined terms in this Letter of Agreement shall have the meaning set forth in the Terms and Conditions attached hereto.

2. During the term of this Letter of Agreement (as outlined above), participation in the Program provides SCHOOL with access to Materials, outlined below, which may consist of publications, websites, meetings and other resources and services prepared by or provided by AoA:
 - a. Access to online training via the AoA Academy Certification Resource Center (CRC)
 - b. Access to the Self Study Program (SSP) App for iPads
 - c. Promotional Posters
 - d. ODIS Subscription (Scan Tool Software)
 - e. ErWin Subscription (Repair Manual)
 - f. Invitations to open houses at various Audi Learning Centers for SCHOOL instructors and students

3. In addition, in consideration of SCHOOL’s participation in the Program, AoA transfers to School the following Equipment:
 - a. VIN:
 - b. VAS 6150C Scan tool
 - c. VAS 5578 Electrical Adapters
 - d. Basic Engine Mechanical Special Tools
 - e. 2.0L TFSI Engine



4. In consideration of SCHOOL's access to the resources and the transfer of the Equipment, SCHOOL agrees to the following:
 - a. Providing AoA a single point of contact at SCHOOL
 - b. Providing, with student permission, AoA a list of top candidates from each graduating class
 - c. Hosting of multiple job fairs during the year with a minimum of one being Audi exclusive. These job fairs would be open to AoA corporate, field and dealers to meet students for potential employment
 - d. Minimum of five placed graduates a year at local Audi-brand dealers
 - e. Attendance of at least one instructor from SCHOOL to a yearly two-day AoA training session
 - f. Ability for AoA to audit a class at SCHOOL

5. In addition, SCHOOL agrees to the Terms and Conditions attached hereto.



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The undersigned, being a duly authorized representative of each Party have executed this Letter of Agreement.

SCHOOL

Audi of America, Inc., an operating unit of
Volkswagen Group of America, Inc.

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Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Signature

Printed Name

Title

Date



TERMS AND CONDITIONS

These Terms and Conditions (“Terms”) govern the Program (as defined below).

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1. Definitions.

In addition to the defined terms as otherwise contained in this document and associated Letter of Agreement, the following terms shall have the meanings specified herein unless the context otherwise requires. Defined terms herein shall include in the singular, the plural, and in the plural, the singular.

1.1 “Agreement” means these Terms and the Letter of Agreement. The provisions of the various Agreement documents shall, to the extent possible, be interpreted so as to supplement each other and avoid any conflicts between them. However, in the event of a conflict amount the Agreement documents, the Agreement documents will have the following order of precedence, unless and only to the extent expressly provided to the contrary elsewhere: (a) Letter of Agreement; and (b) these Terms.

1.2 “Affiliate” means, with respect to either Party, any other entity directly or indirectly controlling (including, but not limited to, all employees, directors and officers of such entity), controlled or under direct or indirect common control with such Party. An entity shall be deemed to control a Party if such entity possesses, directly or indirectly, the power to direct or cause direction of the management and policies of such Party, whether through the ownership of voting securities, by contract or otherwise.

1.3 “AoA” means Audi of America, Inc., an operating unit of Volkswagen Group of America, Inc., a New Jersey corporation, with offices at 2200 Ferdinand Porsche Drive, Herndon, VA 20171.

1.4 “AoA Intellectual Property Rights” means all Intellectual Property Rights (i) in and to the AoA Property or (ii) otherwise owned by or licensed to AoA by its licensors.

1.5 "AoA Property" means all of the following, without limitation, created or owned by AoA or its Affiliates, or its licensors, whether pre-existing or independently created during the Term: all Materials, software, URLs and links, databases, designs, algorithms, user interface designs, objects and documentation, network-design, know how, technology and source code and all portions, subsets or derivatives thereof, any improvements, modifications, upgrades or other changes thereto; and any and all derivative works created by AoA or its Affiliates. AoA Property shall not include Equipment.

1.6 "Equipment" means the equipment and tools outlined in the Letter Agreement being transferred to SCHOOL by AoA as part of the Program.

1.7 "Intellectual Property Rights" means all patents, trade names, trademarks, service marks, logos, trade dress, copyrights, trade secrets, rights in technology, know-how, or other intellectual property rights that are in each case protected under the laws of any governmental authority, whether or not registered, and all applications, renewals and extensions of the same.

1.8 "Letter of Agreement" means a written agreement, statement of work or order form between SCHOOL and AoA describing the Program.

1.9 "Materials" means any and all documents, information, virtual learning content, research, training manuals, templates, technical reports, report formats, research data, selection, assessment and survey content (including survey or test content and scoring protocols), websites, and/or any other materials provided by AoA as part of the Program. AoA reserves the right to update, replace, delete or modify Materials from time to time in its discretion. Materials shall not include Equipment.

1.10 "Program" means _____.

1.11 "SCHOOL" is the entity identified in the Letter Agreement that has elected to participate in the Program.

1.12 "SCHOOL Property" means any data, information, or other material provided by or on behalf of SCHOOL to AoA; provided, however, SCHOOL Property shall not include any AoA Property or AoA Intellectual Property Rights.

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1.13 "Term" means the period of time that commences on the start date and ends on the end date as set forth in a Letter of Agreement for the participation in the Program.

2. **Letter of Agreement.** Each Letter of Agreement shall be subject to these Terms.

3. Ownership and Intellectual Property

3.1 SCHOOL Property. SCHOOL shall retain exclusive ownership of all rights, title and interest in and to all SCHOOL Property provided to AoA.

3.2 AoA Property. SCHOOL acknowledges and agrees that AoA and its Affiliates or its licensors, as the case may be, shall retain exclusive ownership of all rights, title and interest in and to all AoA Property and AoA Intellectual Property Rights. SCHOOL acknowledges that its use of the AoA Property and AoA Intellectual Property Rights will not vest in SCHOOL any right, title or interest in or to the AoA Property or AoA Intellectual Property Rights other than the limited license rights granted under these Terms or a Letter of Agreement and all Intellectual Property Rights arising from such uses will be owned by AoA or its respective licensors.

3.3 License. During the Subscription Period, AoA grants SCHOOL a non-exclusive, royalty-free, revocable, non-transferable and non-assignable license to access, use, reproduce and distribute (as applicable) the Materials solely for SCHOOL's internal business purposes. Neither SCHOOL nor any individual user may sublicense, sell, transfer, assign to, display or otherwise make available the Materials to any third party, which shall not include the SCHOOL's students and employees, without AOA's written permission.

3.4 SCHOOL Responsibilities. SCHOOL is responsible for: (i) protecting against any unauthorized access to or use of, and (ii) compliance of those individuals allowed to access or use the Materials. SCHOOL shall notify AoA promptly of any unauthorized access to or use of the Materials.

3.5 Feedback. SCHOOL acknowledges and agrees that any suggestions, enhancement requests, recommendations, or other feedback (collectively, "Feedback") provided by SCHOOL or any of its users to AoA may be incorporated by AoA into the Program and/ or Materials, and shall be considered AoA Property. SCHOOL agrees to assign, and hereby assigns to AoA all right, title and interest in and to all Feedback, including the Intellectual Property Rights in the Feedback. SCHOOL shall sign or, as applicable, cause its users and related persons to sign such instruments as AoA deems reasonably necessary for AoA to obtain and maintain such Intellectual Property Rights.

4. Equipment Transfer

4.1 AoA hereby transfers to SCHOOL all rights and ownership interest in and to the Equipment. SCHOOL shall be solely responsible for all taxes, fees, costs and expenses associated with its acceptance, ownership, possession and use of the Equipment.

4.2 AoA transfers the Equipment with no intent that it be used in whole or in part as a motor vehicle or motor vehicle equipment but further expressly conditions the transfer on SCHOOL's understanding and full acceptance (a) of the usage restrictions set forth in this Section 4 and (b) that the Equipment will not be used, or later sold or transferred by SCHOOL for use, in whole or in part, as a motor vehicle or motor vehicle equipment.

4.3 SCHOOL acknowledges that the Equipment has no title or, if previously titled, has been declared and classified as "nonrepairable," inoperable or otherwise incapable of further title with the original titling state department of motor vehicles.

4.4 The Equipment shall be used only for off-road, non-personal use, and shall not be used for any other purpose. SCHOOL shall not, and shall not allow any others to use or operate the Equipment as a motor vehicle. SCHOOL shall not, and shall not allow any others to use or operate the Equipment on a public road. SCHOOL shall not, and also shall not allow any other, to use or install any part or component of the Equipment in any motor vehicle as replacement equipment or otherwise. The Equipment, and any part or component thereof, cannot be sold, transferred, loaned, leased or otherwise given to any third party for any reason without the express written consent of AoA, which AoA may grant or withhold in its sole discretion for any reason whatsoever.



4.5 SCHOOL shall not attempt to permit, register and/or title the Equipment for operation on any public road.

4.6 SCHOOL's possession, storage, transportation, use, operation and disposition of the Equipment must comply with all applicable laws, rules, regulations and standards. Without limiting the foregoing, SCHOOL shall properly dispose of or destroy the Equipment in accordance with all applicable laws, rules and regulations.

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4.7 SCHOOL understands and agrees that the Equipment has been severely damaged or destructively tested; does not conform to U.S. Federal Motor Vehicle Safety or Emissions Standards; has numerous defects; and that it is not suitable for, and cannot be made suitable for, usage on any public road as a motor vehicle in any way. THE USAGE OF THE EQUIPMENT MAY LEAD TO SERIOUS INJURY OR DEATH.

4.8 SCHOOL ACKNOWLEDGES THE FOREGOING DISCLOSURES REGARDING THE EQUIPMENT, AND FURTHER ACKNOWLEDGES AND AGREES THAT AoA HAS AGREED TO TRANSFER THE EQUIPMENT TO SCHOOL ONLY IN RELIANCE UPON SCHOOL'S AGREEMENT TO THESE TERMS.

5. No Warranty

THE MATERIALS ARE LICENSED TO SCHOOL AS IS, WHERE IS AND WITH ALL FAULTS. AOA MAKES NO, AND EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO MERCHANTABILITY, ACCURACY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR USE OR OF ANY OTHER SORT.

THE EQUIPMENT IS PROVIDED TO SCHOOL AS IS, WHERE IS AND WITH ALL FAULTS. AoA MAKES NO, AND EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES OR GUARANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TOMERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE.

6. Indemnification

6.1 SCHOOL and AoA (each, the "Indemnifying Party") agree to indemnify, defend and hold harmless the other party, its Affiliates and their officers, directors, agents and employees, (each, an "Indemnified Party"), from and against any and all losses, damages, and expenses, including reasonable legal fees and expenses ("Losses"), incurred by the Indemnified Party as a result of any third party claim, demand, action or

proceeding ("Claim"), arising out of or alleged to arise in any way out of any of the following:

6.1.1 The Indemnifying Party's breach of an applicable statute, rule or regulation; or

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6.1.2 The Indemnifying Party's breach of these Terms or the Letter of Agreement.

6.2 Without limiting the foregoing, SCHOOL agrees to indemnify, defend and hold harmless AoA, its Affiliates, and their directors, officers, agents and employees (each an "AoA Indemnified Party") from and against any Losses incurred by the AoA Indemnified Party as a result of any Claim that arises out of or is alleged to arise in any way out of any of the following:

6.2.1 Any SCHOOL Property provided by SCHOOL to AoA; or

6.2.2 SCHOOL's possession, storage, transportation, use, operation or disposition of the Equipment.

6.3 Nothing in this agreement is intended to waive the SCHOOL'S sovereign immunity or to increase its liability beyond that provided for in section 768.28, Florida Statutes

7. Limitations of Liability

7.1 Except for a Party's indemnification obligations with respect third party claims or a Party's breach of its confidentiality obligations hereunder, neither Party shall be liable to the other Party for any special, indirect, incidental, consequential or punitive damages, whether based in contract, warranty, or any other legal or equitable grounds.

7.2 AoA's total aggregate liability arising out of or in connection with its performance or contemplated performance under the Letter of Agreement or these Terms (whether based in tort, contract or otherwise) shall in no event exceed \$10,000.

8. Confidential Information

8.1 As used herein, "Confidential Information" means any information typically regarded as confidential and proprietary that has been or may hereafter be disclosed or discovered in any form, whether in writing, orally, electronically, visually or otherwise, by AoA, its personnel or

advisors, its Affiliates or the personnel or advisors of its Affiliates (each a “Representative”) (collectively, the “Disclosing Party”) to SCHOOL or its Representatives (collectively, the “Receiving Party”) including all information relating generally or specifically to AoA’s business, including, without limitation, patents, copyrights, inventions, designs, discoveries, improvements, formulae, product data, specifications and processes, trade secrets, customer lists and contacts, information on customer quantity and technical requirements, product pricing information, geographic and sales data, technical or commercial information, and financial information, information related to mergers or acquisitions, software, software documentation, and information concerning business plans or business strategy that is supplied to or obtained by SCHOOL pursuant to or as a result of these Terms or the Letter of Agreement and that is not generally known in the trade or industry.

8.2 The Receiving Party agrees that, both during the Term and after the termination of the Letter of Agreement, the Receiving Party will not disseminate, reveal or otherwise make available to any other person or entity, or use for its own purposes, any of the Confidential Information learned by it during the term of the Letter of Agreement regarding, but not limited to, trade secrets, advertising matters, ideas, plans, techniques, accounts, products, business, customers or methods of operation, except as otherwise required in the performance of its obligations under the Letter of Agreement or these Terms, or except as may be required by any law, court, legal process or other regulatory or examining authorities (whether governmental or otherwise), or except information that becomes public through no violation by the Receiving Party of the Letter of Agreement or these Terms.

8.3 If the Receiving Party is requested, as part of an administrative, judicial or other legal proceeding, to disclose any of the Disclosing Party’s Confidential Information, the Receiving Party will, to the extent permitted by applicable law, notify the Disclosing Party in writing of such request as promptly as practicable (and in any event within five (5) business days after receiving the request) and cooperate with the Disclosing Party, at the Disclosing Party’s expense, in seeking a protective order or similar confidential treatment for such Confidential Information.

8.4 The provisions of this Section 8 will survive the termination of the Letter of Agreement for a period of three (3) years from the effective date of any such termination. Upon termination of the Letter of Agreement, all documents in SCHOOL's possession containing such Confidential Information must be returned to AoA or destroyed, as AoA may elect.

8.5 SCHOOL will comply with all AoA policies regarding data usage and security, and will execute any agreements or documents AoA may reasonably require to evidence such compliance.

9. Term; Termination

9.1 The term of the Letter of Agreement shall begin on the Start Date (as defined in the Letter of Agreement) and automatically expire on the End Date (as defined in the Letter of Agreement), unless extended by the mutual written agreement of the Parties.

9.2 Either Party may terminate a Letter of Agreement for cause if the other Party materially breaches any provision of the Letter of Agreement or these Terms and (i) either the breach cannot be cured or, (ii) if the breach is capable of being cured, it is not cured by the breaching party within thirty (30) days after the breaching party's receipt of written notice of such breach by the non-breaching party (stating the specific nature of the breach).

9.3 AoA may terminate the Letter of Agreement at any time, for any reason or no reason, be providing sixty (60) days' prior written notice to SCHOOL.

9.4 Upon the termination of the Letter of Agreement, or portion thereof: (i) all licenses granted by AoA pursuant to the Letter of Agreement or these Terms shall immediately terminate and (ii) SCHOOL shall immediately cease use of the Materials.

10. Third Party Beneficiaries

These Terms and any applicable Letter of Agreement shall not confer any rights or remedies upon any third party.

11. Updates

AoA may from time to time make reasonable updates to these Terms; provided, however, any existing Letters of Agreement shall remain subject



to the version of the Terms in effect as of the date of the Letter of Agreement until the expiration of the applicable term.

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12. Relationship between the Parties

Nothing contained in the Letter of Agreement, these Terms or any related Program documentation shall be construed as creating any further contractual relationship between the Parties. SCHOOL's status is that of an independent party, and SCHOOL will not represent that it is, nor claim to be, acting in the capacity of an agent, representative or servant of AoA. SCHOOL will have no authority to create any obligation of any kind, whether express or implied, on behalf of AoA.

13. General Provisions

13.1 Complete Agreement. The Letter of Agreement and these Terms supersede all prior understandings and agreements of the Parties with reference to the matters set forth herein, and there shall be no modification or amendment of these Terms or the Letter of Agreement unless in writing signed by both Parties.

13.2 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

13.3 Assignment. The Letter of Agreement and any rights, duties or obligations under the Letter of Agreement or these Terms may not be assigned by SCHOOL without the prior written consent of AoA.

13.4 Waiver. The waiver of AoA of any breach or violation of, or default under, any provision of the Letter of Agreement or these Terms will not operate as a waiver of such provision or of any subsequent breach or violation thereof or default thereunder. The failure or refusal of AoA to exercise any right or remedy will not be deemed a waiver or abandonment of that right or remedy.

13.5 Remedies. In the event of SCHOOL's breach or threatened breach of any provisions of the Letter of Agreement or these Terms, AoA reserves the right to seek any and all remedies available to it at law or in equity.

13.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia,



except for its conflicts of laws provisions. Exclusive jurisdiction for litigation of any dispute or claim arising out of or related to this Agreement shall be in the state or federal courts located in Virginia, and the Parties hereby consent to such jurisdiction.