



In consideration for participation in the educational instruction of the Rolls-Royce Customer Training Center, (hereinafter "RCTC") owned and operated by Rolls-Royce Corporation (hereinafter "Rolls-Royce"), the undersigned

(hereinafter the "Student") agrees to the following provisions of this Agreement:

1. Student agrees to release, indemnify, and hold harmless the RCTC, its members, agents, assigns, employees, officers, and any affiliate from any claim, demand, or cause of action whether now in existence or hereafter arising regarding any loss of personal property, injury to the Student, or related to the death of the Student arising out of, resulting from, caused by, occurring during or in any way connected with the activities of the RCTC, whether such injury, death, or damages is caused by action or failure to act, negligence, breach of contract, or other misconduct on the part of the RCTC. Except as stated in item 6, para.3. Student acknowledges that he/she is waiving certain legal rights by the execution of this Agreement.

2. Student understands that "Confidential Information" means any and all information that is of a confidential and/or proprietary nature that is furnished or disclosed to Student under this Agreement. Confidential Information will remain the property of Rolls-Royce, and Student will not be deemed, by virtue of this Agreement or any access to the Confidential Information, to have acquired any right or interest in or to any such Confidential Information.

Student agrees: (i) to hold the Confidential Information in strict confidence; (ii) to limit disclosure of the Confidential Information to Student's current employer having a need to know the Confidential Information for the purposes of this 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 in order to carry out its obligations and exercise its rights under this Agreement; and (v) to notify Rolls-Royce promptly of any unauthorized use or disclosure of the Confidential Information and to cooperate with and assist Rolls-Royce in every reasonable way to stop or minimize such unauthorized use or disclosure.

3. Student is granted a limited license in all material received during instruction. Licensee may copy the Licensed Materials, or electronically provide access via a local area network, i) for Licensee's own use for back-up and archival purposes and ii) for use in accordance with this Agreement. Any copies that Licensee makes of the Licensed Materials, or access provided to the Licensed Materials, in whole or in part, are Rolls-Royce's property. Licensee agrees not to reverse engineer, extract or re-use any ideas, procedures or parts descriptions from the Licensed Materials for any reason other than for the purpose specified in this Agreement. Licensee agrees that it is not permitted to use the Licensed Materials in any way in designing, making or marketing of any component parts for any Rolls-Royce product. For the purpose of clarity, nothing in this Section 3 will be interpreted to deny Licensee any right it may have under applicable law to reverse engineer a product or component part without the use of the Licensed Materials. Licensee agrees to reproduce and include Rolls-Royce's copyright, trademark, and other proprietary rights notices on any copies of the Licensed Materials, including partial copies and copied materials in derivative works.

In addition to any granted license, the Student agrees and understands that all material provided is trademarked and copyrighted by Rolls-Royce and is therefore restricted from providing any material to third parties.

4. This Agreement shall not be construed as granting to the Student expressly or impliedly any rights under patents, copyright or any other intellectual property rights in or in relation to the technical information, technical data, or technical publications provided or presented under this Agreement, which shall remain vested in Rolls-Royce and/or its Subcontractors. The Intellectual Property Rights to the materials and/or Services shall vest in the Rolls-Royce. Student may not utilize materials for commercial purpose or to develop training programs, which are then repackaged and presented by the individual for either commercial or corporate benefit. As to services provided under this Agreement, any rights pertaining to Intellectual Property as spelled out in Clause 2 above.

5. Rolls-Royce shall use due care and skill in providing Training Course pursuant to any Contract(s) made hereunder. Such Training Course shall be consistent with standard industry practices. If any Service is shown to Rolls-Royce's reasonable satisfaction to be incorrect or incomplete then Rolls-Royce's sole obligation and liability will be at its sole discretion to either correct or amend and/or provide a free of charge Training course to the same individuals who participated in the training course, which was incorrect or incomplete.

Rolls-Royce shall not be responsible for the level of attainment reached by the Students pursuant to any Contract(s) nor for their ability to practically apply the information supplied by Rolls-Royce whether generally or for any specified or known purpose.

Rolls-Royce makes no representation or warranty as to the adequacy or suitability of the Training Course(s) to enable the Student to achieve any particular purpose whether or not known to Rolls-Royce.

Student Training Agreement

6. While at the RCTC or on premises of Rolls-Royce in connection with the Training Course(s), Student agrees that Students will comply with the following:

- (a) Rolls-Royce's security regulations;
- (b) the appropriate regulations necessary to comply with the requirements of national security for the location;
- (c) the advice, safety, rules and recommendations made by Rolls-Royce; and
- (d) all statutory provisions, regulations and orders

The Student understands that Rolls-Royce may, on reasonable grounds, remove any Student of a Training Course. Any person so removed will not be permitted to attend a future Training Course unless and until agreed in writing by the Parties.

All Students who enter and remain at the RCTC or on any other Rolls-Royce or customer premises do so entirely at the risk of the Student except in the case of the proven negligence of Rolls-Royce or its employees, sub-contractors or agents, and the Student shall not make any claim against Rolls-Royce in respect of any loss, damage or injury whatsoever except arising by reason of the negligent acts or omissions of Rolls-Royce or its employees, sub-contractors or agents which is suffered by such Student arising while such Students are at the RCTC or on any other Rolls-Royce premises. Student further agrees to indemnify and hold harmless Rolls-Royce for any acts, negligent or intentional, committed by the Student while enrolled at the RCTC which may result in damages or other liability.

7. Limitation of Liability: Neither Student nor Rolls-Royce shall be liable for any indirect, consequential, special, incidental or punitive damages of any kind or nature under any circumstances or, without limiting the foregoing, for any lost profits or any other losses or damages for or arising out of any lack or loss of use of the Supplies or any associated equipment, cost of capital, cost of substitute goods, facilities, services or downtime costs or increased costs of any kind. In no event shall the liability of Rolls-Royce suppliers arising under this Agreement exceed the price of the Supplies or services that gives rise to the claim.

Limitations Specifically Negotiated: Rolls-Royce and Student acknowledge and agree by execution of this Agreement that the Limitations of Remedy and Liability set forth herein have been specifically called to Student's attention, negotiated and agreed to by Student and Rolls-Royce in consideration of the purchase price and other terms of this Agreement.

8. It is the Student's express intent that this Agreement shall bind the members of the Student's family, heirs, assigns and personal representative.

9. This Agreement shall be construed in accordance with the laws of the State of Indiana and the Parties consent the jurisdiction of the Superior Courts of Marion County, Indiana.

In signing this Agreement, Student acknowledges and represents the Student has read the foregoing Agreement, understands it and voluntarily signs it as his/her own free act and deed. Student is not relying on any oral representations, statements or inducement, apart from this written Agreement, in executing this Agreement.

Date: _____

Student Signature

Print Name of Student