

DEALER SPONSORED SCHOOL VOCATIONAL PROGRAM ADMINISTRATION AGREEMENT

THIS AGREEMENT entered into this 20th day of October, 2022 between Peterbilt Motors Company a division of PACCAR Inc (hereinafter referred to as "Peterbilt") and Rush Truck Centers of Texas, LP (hereinafter referred to as "Sponsoring Dealer") and Goose Creek CISD, _____ (hereinafter referred to as "School").

THE PURPOSE of this agreement is to provide certain secondary vocational schools and High Schools that have officially collaborated with a Sponsoring Dealer for Peterbilt's Dealer Sponsored School Vocational Program, authorized access to service repair information to perform service technician training at the School's own educational locations.

NOW, THEREFORE, it is hereby agreed that:

1) School will have the following obligations under this Agreement:

- a) Have and maintain an educational technician training facility approved by Sponsoring Dealer and Peterbilt.
- b) Maintain student records regarding access to Peterbilt service information, whether in written or electronic form, for a minimum of five (5) years.
- c) Use Peterbilt Dealers for any eligible warranty repairs.
- d) Allow Sponsoring Dealer or Peterbilt to enter School's facilities, during normal business hours and with advance notice, for the purpose of periodic inspection of the facility and audit of documents supporting access to Peterbilt service information, whether in written or electronic form. School's records are to be made available to Sponsoring Dealer or Peterbilt upon request.
- e) School shall protect, defend, indemnify and save harmless Peterbilt and Sponsoring Dealer, and each of their employees, agents, parents and affiliates, from any and all suits, actions, liability, loss of life or personal injury (including but not limited to employees of School, Peterbilt or Sponsoring Dealer), or property damage (including but not limited to property of School, Sponsoring Dealer or of Peterbilt), including costs and reasonable attorney fees, arising out of, or in connection with, or resulting from the activities of School, its employees, agents or subcontractors, or in connection with the work performed, services rendered, Products or materials furnished, service provided or curriculum taught under this Agreement.
- h) Will keep confidential all Peterbilt and Sponsoring Dealer service and warranty information, whether in written or electronic form and not

disclose it to any third parties without Peterbilt's or Sponsoring Dealer's permission, as applicable. School will be required to sign an additional, PACCAR approved non-disclosure agreement.

2) Sponsoring Dealer will have the following obligations under this Agreement:

- a) Is the primary contact with the School for this Agreement and will be responsible for paying any fees related to access to Peterbilt service information, whether in written or electronic form.
- b) Inspect and complete School evaluation form for each School that will have access to Peterbilt service information under this Agreement.
- c) Provide School with all Service Letters and Customer Service Policy and Procedure Bulletin information, which will aid School in performing proper service technician training.
- d) Will be responsible for adding and removing student usernames having access to Peterbilt service information, whether in written or electronic form.
- e) Will be responsible for all Dealer Information Locator (OIL) Administration activities regarding the School's access to Peterbilt service information, whether in written or electronic form.
- f) Every calendar quarter (four times annually) Dealer will submit a report of current student and school username/email access to Peterbilt confidential and proprietary information and changes in username/email access from previous report.

3) Peterbilt will have the following obligations under this Agreement:

- a) Maintain an approved sponsored School's access to technical repair training and information through the Fleet Training website, ePortal & RMI for the duration of the contract or until 30 days after written notice of the end of the agreement is submitted in writing by any party (Peterbilt, Sponsoring Dealer, School) to the other two parties.

4) Any Trucks or Engines either donated by Peterbilt to the School or purchased by the School from Peterbilt under the Dealer Sponsored Vocational School Program will be subject to the following obligations under this Agreement:

- a) SCHOOL ACKNOWLEDGES THAT THE TRUCKS AND ENGINES ARE DONATED/SOLD "AS IS, WHERE IS" AND ARE NOT COVERED BY ANY EXPRESS WARRANTY. SCHOOL DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE.

- b) School further acknowledges that (i) the Trucks and/or Engines may have used by Peterbilt for testing purposes, (ii) the Trucks and/or Engines may have had certain components removed by Peterbilt prior to donation/sale, (iii) the Trucks and/or Engines may not be compliant with federal or state regulations relating to emissions or motor vehicle safety, and (iv) Peterbilt has made no representations as to the Truck's and/or Engine's condition, safe operation, or performance.
- c) School represents and warrants that the Trucks and/or Engines will be used only for educational and training purposes and:
 - i) Trucks will not be titled and registered or operated on public roadways.
 - ii) Engines will not be installed in a motor vehicle for operation on public roadways.
- d) SCHOOL AGREES TO INDEMNIFY AND HOLD PETERBILT AND SPONSORING DEALER, AND THEIR PARENTS AND AFFILIATES, HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, SUITS, JUDGMENTS, LIABILITIES OR EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING REASONABLE ATTORNEY FEES AND COSTS IN ANY WAY CAUSED BY OR ARISING FROM (A) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SCHOOL RELATING TO THE TRUCKS AND/OR ENGINES; (B) SCHOOL'S BREACH OF ANY REPRESENTATION OR WARRANTY UNDER THIS AGREEMENT; OR (C) ANY UNAUTHORIZED OR UNLAWFUL ACTS OF SCHOOL, WHETHER WILLFUL OR NOT.
- e) School agrees to honor ALL items in clause 4) of this Agreement regardless of renewal, extension or termination of this agreement or lack thereof under any circumstances.

- 5) This Agreement commences on the date it is executed by Peterbilt and has a term no longer than 36 months from the execution date ("Automatic Termination Date"). Unless terminated earlier pursuant to the terms of the Agreement, this Agreement automatically terminates on the Automatic Termination Date. None of the parties included in this Agreement have any obligation to renew or extend this Agreement.
- 6) Any party may terminate this Agreement on thirty (30) days written notice to the other parties if any party fails to comply with any of the obligations set forth in this Agreement. After termination, Peterbilt will remove the School's access to Peterbilt service information, whether in written or electronic form.
- 7) The Non-Disclosure Agreement (NDA) signed by School, Sponsoring Dealer, and Peterbilt is incorporated herein by reference.
- 8) This Agreement shall be subject to, and governed by, the laws of the State of Washington, and Sponsoring Dealer and School consent to jurisdiction and venue of the state and federal courts in the State of Washington.

PETERBILT MOTORS COMPANY

Person signing below must be an authorized representative of Peterbilt Motors Company

By: Ron Crisp

Title: Technician Program Manager

Date: 10/24/2022

Signature: Ron Crisp

Digitally signed by Ron Crisp
Date: 2022.10.24 16:55:07
-05'00'

SPONSORING DEALER:

Person signing below must be an authorized representative of Rush Truck Centers of Texas, LP

Rush Truck Centers of Texas, LP

By: Michael S. Lyons

Title: Associate General Counsel

Date: 10/25/2022

Signature:



Digitally signed by Michael Lyons
Date: 2022.10.25 16:51:20
-05'00'

SPONSORED SCHOOL:

Person signing below must be an authorized representative of Goose Creek CISD

Goose Creek CISD

(4544 Interstate 10 East)

(Baytown, Texas 77521)

By: Demetrius D. McCall

Title: Deputy Superintendent

Date: 10/20/2022

Signature: Demetrius D. McCall

Digitally signed by Demetrius D. McCall
Date: 2022.10.19 13:27:55 -05'00'