

EDUCATIONAL TRAINING AGREEMENT

&

MEMORANDUM OF UNDERSTANDING

MB Campus: Mercedes-Benz USA, LLC
One Mercedes-Benz Drive,
Sandy Springs, GA 30328
(Hereinafter known as MBUSA)

Chabot: Chabot College
25555 Hesperian Boulevard
Hayward, CA 94545
(Hereinafter known as “Chabot”)

District: Chabot-Las Positas Community College District
Board of Trustees
7600 Dublin Blvd., 3rd Floor
Dublin CA 94568
(Hereinafter known as “District”)

Program: MB Star Connect
 MB Campus

Chabot Community College, an educational institution located at 25555 Hesperian Boulevard Hayward, CA 94545 (Hereinafter known as “Institution”), subsidiary of Chabot-Las Positas Community College District (Hereinafter known as “District”), and Mercedes-Benz USA, LLC, a Delaware limited liability company having its principal place of business at One Mercedes-Benz Drive, Sandy Springs, GA 30328 (“MBUSA”) hereby enter into this Educational Training Agreement (this “Agreement”), to be effective as of August 17, 2023 (the “Effective Date”).

Recitals

- A. Institution regularly engages in, among other things, providing education services regarding the service and repair of automobiles.
- B. MBUSA desires to support Institution in providing more accessible Mercedes-Benz specific technical training within the program selected above (“Program”) to assist in developing qualified entry-level technicians for Mercedes-Benz dealer franchises.
- C. Institution desires to participate in the Program in order to provide, for its automotive students, a high quality educational experience that incorporates current technology.///

Therefore, Institution and MBUSA agree as follows:

Terms and Conditions

The following terms and conditions apply to both the **MB Star Connect** Program and the **MB Campus** Program:

1. **Term and Termination.** This Agreement shall commence on the Effective Date and remain in effect until terminated in accordance with the provisions of this Agreement. This Agreement may only be renewed or revised through a written Amendment signed by both parties. In addition to any other termination rights specified herein, this Agreement can be terminated by either party hereto for any reason by providing written notice to the other party at least thirty (30) days prior to the effective date of termination (an “Early Termination”). In the event of an Early Termination during an academic term, Institution shall be allowed to complete the current academic term of classes and training under the Program in accordance with the terms of this Agreement. Termination pursuant to any other provision of this Agreement shall not constitute an “Early Termination” as referenced herein.
2. **Program Focus:** The Program is designed for students’ concentrated training in maintenance and repair of Mercedes-Benz automobiles, and consists of technical training for automotive service professionals.
3. **Accreditation:** Institution’s automotive education program shall be accredited by ASE Education Foundation, formerly the National Automotive Technicians Education Foundation (NATEF), at the Master Automotive Service Technician (“MAST”) level. Institution shall ensure that its ASE accreditation is current, and additional certification or accreditation requirements shall be the responsibility of Institution.
4. **Program Curriculum:** Institution shall provide a standard ASE curriculum as a minimum standard with an emphasis on basic concepts. Institution may also include in the curriculum its own developed learning modules, as well as MBUSA learning modules (any such curriculum including MBUSA learning modules being a “Program Curriculum”).
5. **Marketing of Program:** Institution may use MBUSA’s name, logos, trademarks, and promotional materials, including standardized messaging about the Program provided by MBUSA, solely in conjunction with the Program, provided that Institution submits all items using said name, logos, trademarks, or other materials to MBUSA for written approval prior to use. MBUSA may use Institution’s name, logos, trademarks, and promotional materials solely in conjunction with the Program, provided that MBUSA submits all items using said name, logos, trademarks, or other materials to Institution for approval prior to use. All press releases by Institution relevant to the Program must be reviewed and approved by MBUSA prior to releasing to the media.

Institution shall include MBUSA provided standardized messaging and other information, which the parties shall mutually agree upon in advance, about the Program in Institution’s school literature and on its website. Institution shall similarly provide an active web link from its website to a mutually agreed upon MBUSA website. All usage of MBUSA’s name, logos, trademarks, and promotional materials by Institution must conform to all Mercedes-Benz Brand Standards regulations.

6. **Program Outreach:** Institution shall take all reasonable steps to enroll a maximum number of students allowed by its student/instructor ratio for each new Program class which will begin at least once per year.

MBUSA does not provide or guarantee internships for students in connection with the Program, but will endeavor to connect Institution with authorized Mercedes-Benz dealers

and encourage such authorized Mercedes-Benz dealers to develop an internship plan with Institution for students of the Program. Institution shall maintain a positive working relationship with all authorized Mercedes-Benz dealers throughout its recruiting range during the term of this Agreement. Institution shall also use best efforts to facilitate the internship placement into applicable automotive positions at an authorized Mercedes-Benz dealership for as many Program students as such Mercedes-Benz dealership can accept.

7. **Facilities:** Institution shall provide sufficient classroom, shop area, facilities, and academic space for Program training.
8. **Student Qualifications:** All students in the Program shall meet minimum enrollment, academic and overall performance requirements of Institution.
9. **Student Data:** Institution shall maintain all academic, performance, and attendance records of students in the Program, and may share such records with MBUSA in accordance with the Family Educational Rights and Privacy Act of 1974 (“FERPA”). Notwithstanding the foregoing, Institution shall ensure that no Personally Identifiable Information (“PII”), as defined by applicable law, shall be shared by Institution with MBUSA pursuant to this Agreement and all interactions between the parties contemplated thereby.
10. **Program Data:** MBUSA shall provide an electronic method in which to share Program data with Institution. Such Program data may include training and testing materials, training and diagnostic aids, student tracking documentation, and operational guides and standards.
11. **Liability:** MBUSA shall be responsible for any loss or damage due to its negligent and/or intentional acts and omissions. Institution shall be responsible for any loss or damage due to its negligent and/or intentional acts and omissions.
12. **Insurance:** Without limiting any liabilities or any other obligations, Institution shall procure and maintain, until all of its obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with the Program or this Agreement. Insurance shall be placed with companies that have an A. M. Best rating of not less than A- VII with the following minimum coverages.

Commercial General Liability: Insurance shall be on an occurrence basis and shall include broad form contractual coverage for:

Each Occurrence	\$1,000,000
Damage to Rented Premises	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$3,000,000
Products - Completed Operations Aggregate	\$3,000,000

Automobile Liability: Insurance shall include coverage for the use of any owned, hired, or non-owned vehicles used in the performance of this Agreement for:

Combined Single Limit	\$1,000,000
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000

Workers’ Compensation: Insurance in accordance with the provisions of applicable laws and regulations, and to include employer’s liability insurance with a minimum limit of \$1,000,000 for each accident.

Institution will add MBUSA as an additional insured on the Commercial General Liability and Automobile Liability policies stated herein. Institution agrees and understands that this insurance will be primary and not contributory over any other insurance that MBUSA maintains as respects to claims which fall under the responsibility of Institution pursuant to

the terms and conditions of this Agreement. When not contrary to the laws or public policy requirements applicable to Institution, Institution agrees to waive subrogation of claims under all policies noted above, including Workers' Compensation insurance.

Failure on the part of Institution to meet these requirements shall constitute a material breach upon which MBUSA may immediately terminate this Agreement. MBUSA reserves the right to request and receive proof of insurance and/or certified copies of any or all of the above policies and/or endorsements at any time throughout the term of this Agreement.

13. **Training Items:** MBUSA shall provide to Institution, or shall cause to be provided to Institution, all of the materials listed as Training Materials on Exhibit A, if any (the "Training Materials") and all of the assets listed as Training Assets on Exhibit A, if any (the "Training Assets"; and together with the Training Materials, collectively the "Training Items"). If any Training Assets are specified on Exhibit A, the Additional Donation Terms and Conditions attached hereto as Exhibit B, which are incorporated herein by reference as if they were contained in the body of this Agreement, shall apply to such Training Assets.

The Training Materials shall include reference material and instruction (online or otherwise) selected by MBUSA in its sole discretion when available and applicable to Institution's instructional and training needs under the Program. MBUSA's provision of such Training Materials shall include access to, and a revocable non-exclusive license to use, such Training Materials, each solely for purposes of the Program. However, ownership of the Training Materials shall at all times remain with MBUSA, and Institution agrees that it will only use the Training Materials as permitted hereunder for purposes of the Program. Upon termination of this Agreement, all Training Materials shall be returned to MBUSA, except to the extent such Training Materials are of a consumable nature and have been consumed in connection with the Program. If MBUSA provides or causes to be provided to Institution access to Training Materials via the use of a registration code, login ID, password, or similar means (each "Login Information"), such Login Information shall only be used for purposes of the Program, and shall only be given by Institution to students of the Program enrolled at Institution.

The Training Assets shall be donated by MBUSA to Institution, and ownership of the Training Assets shall transfer from MBUSA to Institution. MBUSA shall have a reasonable amount of time after the Effective Date to effect the transition of ownership of any Training Assets from MBUSA to Institution, and Institution agrees to cooperate with MBUSA to complete and file all documentation reasonably necessary to effect such transition of ownership. Notwithstanding the foregoing, all responsibilities and requirements of Institution contained in this Agreement shall become effective as of the Effective Date, even if such transition of ownership of any Training Assets has not yet been completed on the Effective Date.

Institution shall provide, at its cost, tools and equipment (collectively, "Shop Items") for use in the Program.

Institution agrees and acknowledges that all Training Items and Shop Items will remain in its possession at all times during the term of this Agreement.

Institution similarly agrees to ensure that all operators and occupants of the above-mentioned Mercedes-Benz donated vehicles will, at all times, operate the donated vehicles in accordance with all applicable federal, state, provincial and municipal laws, regulations and ordinances and will properly utilize all donated vehicle/occupant restraint systems.

Institution shall not, under any circumstances, reverse engineer or permit the reverse engineering of the Training Items or any of their underlying systems or sub-systems, while

they are in Institution's possession during the term of this Agreement. Institution shall not use, disseminate, disclose, compile, store, reproduce, sell and/or publish any technical, proprietary and/or confidential information or trade secrets regarding the Training Items, their technical and mechanical properties and functions, as well as how they are manufactured and/or engineered to any third party.

It is expressly understood that MBUSA makes no representations as to the operational characteristics, condition, quality, functionality, utility and/or safety of the Training Items. The parties understand and acknowledge that the Training Items are being provided and/or loaned to Institution under this Agreement on an "As Is" basis. MBUSA similarly assumes no responsibility for Institution's losses or damages related to any interruption, discontinuance of its business by reason of any failure of the subject Training Items and Shop Items, their certified parts and/or components. Institution acknowledges that any vehicles and parts included in Training Items may be used, repurchased, damaged, or faulty. Institution acknowledges any vehicles included in the Training Items may be repurchased and may not contain a "clean" title or warranty. Institution is solely responsible for all costs after receiving any Training Assets, including repair costs and costs to register any vehicles. Institution also acknowledges and agrees that if any vehicles are included in the Training Items, such vehicles cannot be placed into any stream of commerce after receipt.

To the fullest extent allowed under the law, mbusa disclaims all warranties, express or implied, related to the training items, including the implied warranties of merchantability, non-infringement, and fitness for a particular purpose. The Training Materials were not designed to comply with Section 508 of the Rehabilitation Act, and MBUSA is not able to provide any accompanying accessibility documentation. As between the parties, the Institution shall be solely responsible for its compliance with Section 508, and the Institution shall not use the Training Materials if their use would violate any applicable laws or regulations.

Institution shall be responsible for the care and maintenance of all Training Items and Shop Items. To the extent permitted by law, Institution shall be responsible for replacing any missing or broken Training Items and Shop Items.

Institution may request parts for Training Items. MBUSA shall evaluate such requests on a case-by-case basis, and is not obligated to fulfill such requests. Institution shall properly recycle or dispose of parts at Institution's expense in compliance with all laws, statutes, ordinances, rules, and regulations, and in connection therewith shall return such parts to MBUSA if so directed by MBUSA in MBUSA's sole discretion.

Institution acknowledges and understands that MBUSA will be immediately and irreparably harmed if Institution shall use any Training Items for other than instructional purposes, sells any Training Items, reverse engineers any Training Items or any of their components, systems or subsystems, or otherwise violates the provisions of this Section entitled "Training Items". Institution further understands and acknowledges that such actions by it shall constitute a material breach of this Agreement, upon which MBUSA may immediately terminate this Agreement without penalty, and shall cause MBUSA to suffer damages for which it cannot be compensated monetarily and for which there is no adequate remedy at law. Accordingly, Institution agrees that, in addition to any available monetary relief, MBUSA will be entitled, without the posting of a bond or the necessity of proving actual damages, to injunctive relief against Institution upon making an adequate showing of a breach or threatened breach by Institution of this Agreement.

14. **Program Visits:** MBUSA and its invitees may conduct on-site visitations to observe Institution's facilities and instructors conducting classes. At least two (2) business days

before the visitation, MBUSA shall advise Institution of the visitation date, and the area(s) MBUSA wishes to observe. MBUSA agrees that Institution may also conduct its own assessment of individual students' academic progress and the Program. Audits may include inspection of (but are not limited to):

- Insurance documentation
- Certification documentation
- Training Items
- Facility standards
- Student data in accordance with FERPA
- Curriculum standards and implementation

15. **Confidentiality and Protection of Intellectual Property:** Both MBUSA and Institution acknowledge that each party may make available from time to time certain information that is confidential and/or proprietary to the other party or otherwise required by law to be kept in confidence, which may include but is not limited to technical information, personnel information, scripts, integration/interface processes with other systems, strategies, software, remote application access and other licensed computer information, and the work product of a party's employees and agents. Each party acknowledges that such information may be a valuable, special, and unique asset, and each party acknowledges the legal necessity to maintain such confidences. Therefore, each party expressly covenants and agrees to use such confidential information for purposes of the Program and otherwise not to disclose all or any part of the confidential information of the other party to any person, firm, corporation, association, partnership, or other entity without the other party's written permission, except as necessary for purposes of the Program. Further, each party agrees that it shall hold all of the other party's confidential information at all times in trust and strictest confidence from and after the date of its creation or disclosure, except as necessary for purposes of the Program. Each party shall use commercially reasonable efforts to prevent the impermissible release of the other party's confidential information, and shall not duplicate or disclose or otherwise reveal such confidential information in any manner inconsistent with this Agreement. Each party shall cause its subcontractors and other third parties working under this Agreement who may have a need to access the other party's confidential or proprietary information, to abide by the non-disclosure provisions of this Agreement. The Training Materials, the contents thereof, and Login Information shall be considered confidential information to which the provisions of this Section apply.

Any violation of this section constitutes a material breach of this Agreement, and as such each party reserves the right to terminate this Agreement immediately without penalty and pursue any remedies allowed by law.

16. **Force Majeure:** Either party shall have the right to terminate this Agreement, upon five (5) days prior written notice, without any further obligation or liability to the other party, if a force majeure event, which includes war, riots, civil unrest, extreme weather, acts of God, strike, etc., or any other reasonably unforeseeable or unavoidable occurrence, takes place which renders it impossible, extremely burdensome or impracticable for any party to perform its respective contractual obligations.
17. **Compliance:** In connection with the activities of the parties related to this Agreement, the parties are obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by and/or affiliated with each party. In the event of violation of the above, the non-offending party has the right to immediately withdraw from or terminate all legal transactions

existing with the other party and the right to cancel all negotiations.

18. **Independent Contractor:** It is understood and agreed that Institution and its employees and its agents, sponsors, collaborators and partners shall in all respects act only as independent contractors and not as employees or agents of MBUSA. Institution agrees further that neither it, nor its employees, agents, sponsors, collaborators and partners, shall represent any of themselves as the agent or legal representative of MBUSA for any purpose whatsoever.

Institution shall, with respect to all of its employees or those who are construed by local, State or Federal authorities to be its employees irrespective of title who are assigned to provide work hereunder, comply with all requirements of State and Federal law with respect to Federal Withholding Tax, Social Security, State Withholding Tax, Unemployment Tax, Unemployment Compensation Tax, State Disability Laws, Workers Compensation and any other applicable laws affecting or regulating the employer/employee relationship (hereinafter "Employment Related Benefits"). Institution further agrees that it will take all steps necessary to ensure that any of its agents or contractors used to provide services hereunder shall be independent contractors of Institution who shall have no claims for employment related benefits against either Institution or MBUSA.

19. **Joint Venture:** This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between MBUSA and Institution. Neither party shall have any right to obligate or bind the other party in any manner whatsoever.

20. **Governing Law and Dispute Resolution:** The parties agree that any disputes between them arising from, related to, or in connection with this Agreement or the facts and circumstances leading thereto shall be exclusively subject to the laws, jurisdiction, and venue of the United States of America, State of Georgia, and County of Fulton without regard to otherwise applicable choice of law provisions.

In the event of a dispute, authorized representatives of each party shall meet within fourteen (14) days of the request by either party to negotiate a resolution. If a resolution is not agreed to within seven (7) days thereafter, the parties agree that the dispute may be resolved by judge in a Fulton County court.

Nothing about this provision shall bar either party from seeking appropriate injunctive relief in Fulton County, Georgia courts to prevent an imminent, irreparable harm. If performance under this Agreement takes place in some other jurisdiction, then the parties may also seek injunctive relief in that jurisdiction.

21. **Entire Agreement/Modifications:** This Agreement shall have no force or effect until signed by both MBUSA and Institution and shall upon full execution constitute the entire understanding between MBUSA and Institution with respect to the subject matter of this Agreement and shall supersede all prior agreements. Any modification to this Agreement must be in writing and signed by a duly authorized representative of each party.

22. **Waiver:** No waiver by either party of any failure of the other party to keep or perform any undertaking or condition of this Agreement shall be deemed to be a modification of this Agreement or be a waiver of any preceding or subsequent breach of the same or any other undertaking or condition.

23. **Severability:** If any provision of this Agreement shall be declared illegal, void or unenforceable, the remaining provisions shall continue in full force and effect.

24. **Third Party Beneficiaries:** Nothing in this Agreement, express or implied, is intended to confer upon anyone other than MBUSA and Institution (or their respective successor and permitted assigns) any rights, remedies, obligations or liabilities under or by reason of this Agreement, and no third party shall be considered third party beneficiaries of this Agreement.

The following additional terms and conditions apply to the **MB Campus** Program:

25. **Instructor Training:** Institution shall assign qualified technical instructors to the Program, and shall offer them release time to participate in appropriate MBUSA technical training necessary to maintain MBUSA certification. MBUSA shall provide specific and relevant training for at least two (2) Institution instructors at a facility designated by MBUSA. Technical instructor training will consist of participation and/or observation of the modules offered in the Mercedes-Benz training program. MBUSA shall offer the training free of charge; all other costs associated with this training, such as travel, lodging, and meals, shall be the responsibility of Institution.
26. **Program Curriculum:** Each Program Curriculum shall be reviewed and approved by both Institution and MBUSA, and may only be amended through written approval of both parties.

Wherefore, the undersigned, being duly authorized agents of their respective institutions, now bind the parties to this Educational Training Agreement.

MERCEDES-BENZ USA, LLC

Name:
Title:

Date

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

Name: Jonah Nicholas
Title: Vice Chancellor, Business Services

Date

Exhibit A
to Educational Training Agreement
Training Items

Training Materials

- Access to up to 50 online e-Learning course(s) available through mbstar.logicbay.com | **Estimated Value of 10 years of access - \$4,000**
- Xentry Kit3 Scope | To be provided at a later date. Unforeseen delay in delivery due to COVID-19 | **Estimated Value - \$13,500**
 - o **Note:** This equipment is on a 3-year lease. At the conclusion/termination of this partnership, this equipment must be returned to MBUSA.

Training Assets

- [Model], [Mode Year], [VIN] | To be provided at a later date. Unforeseen delay in delivery due to COVID-19 | **Estimated Value - \$30,000**
- Wiring Repair Consumables | **Estimated Value - \$2,000**

Exhibit B
to Educational Training Agreement
Additional Donation Terms and Conditions

1. Training Assets will be donated to Institution at no cost to Institution pursuant to the terms of the Agreement. MBUSA shall be responsible for packaging and transporting the Training Assets to Institution's business address at a mutually agreed upon time.
2. Institution, for and in consideration of the donation of the Training Assets, the adequacy and satisfactory nature of which it hereby acknowledges, herewith releases any and all claims and causes of action in law or in equity, or arising under any local, State and/or Federal laws, which Institution and/or its parent, affiliates, subsidiaries, officers, directors and/or their respective employees may currently have or have in the future against MBUSA, its parent, affiliates, subsidiaries, officers, directors, employees, agents and representatives, with respect to the subject equipment and materials.
3. Institution agrees and acknowledges that it shall comply with any and all Federal, State and/or local laws with regard to its possession and/or use of the Training Assets at all times following the completion of the donation, and that the Training Assets will only be used for purposes of the Program.
4. Institution agrees and acknowledges that it is solely responsible for disposing of the Training Assets in accordance with all applicable Federal, State and/or Local laws. Institution further agrees and acknowledges that it shall bear the entire cost associated with properly disposing of the Training Assets.
5. Institution acknowledges and agrees that the words "Mercedes-Benz," "Mercedes," "Sprinter," "Maybach," and "Smart" and the Three-Pointed Star Within a Circle, the Maybach logo, the Sprinter logo and the Smart logo are the solely owned and validly registered trademarks and trade names of Daimler AG – Daimler Aktiengesellschaft, the parent company of Mercedes-Benz through Daimler AG's subsidiary. Institution

recognizes that it is not authorized to use any of Daimler AG's trademarks and trade names without the prior written approval of MBUSA.

6. Institution agrees and acknowledges that it accepts the donation of the Training Assets from MBUSA in their current "as is" condition.
7. **MBUSA makes no promises, guarantees and/or warranties, express or implied, as to the condition, quality, utility, functionality and/or safety of the Training Assets and, to the fullest extent allowed under the law, expressly disclaims warranties of merchantability and fitness for a particular purpose.**