



Apple Sales International

Terms and Conditions of the Regional Training Centre Program

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This Regional Training Centre Program is between Apple Sales International, a corporation organized under the laws of the Republic of Ireland, with its registered offices at Hollyhill Industrial Estate, Hollyhill, Cork, Ireland ("Apple") and you, the Regional Training Centre (hereinafter also "RTC") as specified on the enrollment form.

The Regional Training Centre Program trains primary and secondary teachers in the use of Apple's software packages to advance educational creativity (the "Program").

The Regional Training Centre agrees to enroll in the Program under the below terms and conditions and Apple in return accepts you as RTC under the below terms and conditions.

Program details:

Courses

1. RTC will provide at least eighteen (18) courses per year, or the minimum defined by Apple, with a minimum of ten (10) teachers/educators per course or with a minimum of 180 teachers/educators per year. All these courses shall be based on Apple software and using Apple technology in the classroom.
2. Apple may provide course proposals to RTC, which may be adjusted by the RTC where necessary. The courses of RTC will use Apple hardware and software solutions to develop innovative and creative classroom material.
3. RTC ensures that the Apple hardware is well-maintained.
4. RTC will provide Apple the relevant details of the participating educational institutions and the number of individual participators ("Participants List"). The names of the education institutions are to be communicated as defined by Apple. RTC shall ensure that all personal data is removed from the Participants List. RTC shall comply with all applicable data protection legislation.

Promotion

5. RTC agrees to actively promote the courses aligned above including but limited to list these courses in their catalogues/ website or other public documentation listing the courses.
6. Apple grants RTC a limited license to use Apple's name or any other trademarks, trade names, sales names, logo, copyrights and any other Intellectual property right used or claimed by Apple only (i) in connection with the promotion of the Program (ii) for the duration of the Program (iii) in accordance with the terms of the present terms and conditions and (iv) in accordance with Apple's trademark, copyright and intellectual property policy which can be found and accessed at URL <http://www.apple.com/legal/trademark/>
7. RTC undertakes to stop using and to return to Apple any such Promotional Material forthwith: (i) in the event that Apple informs that Institution that any such material has become obsolete: and/or (ii) upon termination of the Program for any reason whatsoever. Moreover, RTC undertakes to stop utilizing Apple's name or any other trademark, trade name, sales name, logo, copyrights and any other Intellectual property rights used or claimed by Apple upon termination of the Program for any reason whatsoever.
8. RTC acknowledges and agrees that Apple will not pay RTC any remuneration in any manner whatsoever in relation to the Program other than a marketing and promotion budget which may be provided by Apple in its sole discretion and subject to further terms and conditions.
9. **Evaluation.** RTC and Apple will meet at minimum twice a year, or as defined by Apple, to evaluate the development and the progress of the courses.

Termination

10. Save as otherwise reserved, either party may terminate RTC's enrolment to the Program at any time on giving written notice to the other which notice is expressly acknowledged and deemed to constitute reasonable notice by each of the parties. The period of notice shall be thirty (30) days. Parties expressly acknowledge that written notice includes email. Apple shall communicate to RTC Apple's email address for notices.
11. Apple may terminate this Agreement at any time without the requirement to give any notice if RTC fails to perform any material obligation or responsibility contained in these terms and conditions.



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12. Either party may terminate the enrollment to the Program if the other is in breach of any non-material term or condition and such failure or default continues unremedied for a period of thirty (30) days after written notice thereof.
13. **Relationship of Parties.** Enrolment in the Program and RTC's participation do not imply any other relationship such as, by way of illustration but without limitation, any agency, joint venture, partnership, co-ownership, etc.
14. **Liability.** Subject to applicable mandatory rules, Apple shall in no event be liable to RTC for any damages incurred by the latter directly or indirectly arising from the Program. In particular, Apple shall in no event be liable to the RTC for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind whatsoever arising from the Program and whether caused by tort (including negligence), breach of contract or otherwise.
15. **Indemnity.** RTC agrees to indemnify, hold harmless, and, at Apple's request, defend Apple, its affiliates, directors, officers, employees and agents from any and all damages, liabilities, expenses (including reasonable legal fees and costs of litigation) and claims arising from RTC's acts, omissions or misrepresentations, regardless of the form of action.
16. **Language.** This Agreement shall be executed in the English language only. RTC acknowledges that it has full and perfect understanding of the terms of this Agreement as set out in English and therefore expressly waives any right it may have under the law(s) of the country in which it is established (or under the laws of the countries within the Territory) to have this Agreement written in the official language(s) thereof. This Agreement shall be executed in English language only. In the event that a translation in another language is provided for information purposes, the translation shall have no legal value and no rights or obligations can be derived from the translation.
17. **Assignment.** RTC cannot in any way whatsoever assign or transfer to any third parties any rights or obligations arising from the present terms and conditions and, from a general standpoint, arising from the Program. Furthermore, RTC accepts that the Program shall terminate forthwith in the event that RTC is subject to any operations, activities or agreements, whatever its legal qualification, which may cause a change of the entity currently holding interest in RTC which directly or indirectly confers to said entity the control over RTC.
18. **Governing law.** Apple and RTC agree that the present terms and conditions shall in all respects be governed by and construed in accordance with the laws of Ireland and that the courts of Ireland shall have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with the Program.
19. **Entire Agreement.** These terms and conditions supersede and extinguish all previous agreements and representations of, between or on behalf of the parties with respect to its subject matter. These terms and conditions contain all of Apple's and RTC's agreements, warranties, understandings, conditions, covenants, and representations with respect to its subject matter.