



Academic Partner Agreement

This Agreement (the "Agreement") is entered into and effective this 9/27/2023 (the "Effective Date") by and between Assessment Technologies Institute, L.L.C., d/b/a National Academy of Sports Medicine ("NASM") and Athletics and Fitness Association of America ("AFAA") (together, "NASM/AFAA") with offices located at 355 E. Germann Rd Ste 201 Gilbert, AZ 85297 and Herndon Career Center (the "Partner Institution"), located at 11501 E 350 HWY; Raytown, MO 64133.

NASM/AFAA and the Partner Institution, pursuant to the terms and conditions set forth in Exhibit A attached and incorporated hereto, agree to promote and implement the licensed NASM/AFAA programs listed in the chart below (the "Program(s)"), as part of the Partner Institution's course offerings at the Campus or Campuses listed in Exhibit B, if at all, during the Term.

NASM/AFAA offers Partner Institution a "REP 2 Partner" Designation which includes the benefits (further defined in Exhibit A) listed below:

- Retest voucher for each student (\$199 value)
- Access to NASM/AFAA's Academic Resource Center;
- NASM/AFAA support provided by a Client Account Manager assigned to your institution;
- Marketing Resources (some restrictions apply)
- Instructor Bonus (1 per academic year)

| Student Pricing ¹ (prices provided are on a per-individual basis) |
|---|
| Bundle |
| NASM Certified Personal Trainer (NASM-CPT) = \$380 |
| Coursework: NASM digital eBook and online content. |
| Exam: NASM-CPT accredited examination (given at proctored testing center or remote proctored), Exam Retest Voucher (1 more attempt granted if needed), and Non-Proctored Academic Exam. |
| <p>Total Pricing (per Student)</p> <p>This fee depends on quantity of enrolled students and is due upon placement of initial order. The Preferred Student Pricing is only available to those enrollees who enroll in the Partner Institution's program. Partner Institution pays upon placement of initial order for each cohort by Partner Institution to NASM. This fee will provide access to all credentials listed here including the NASM Essentials of Personal Fitness Training Textbook, NASM-CPT Online Content, NASM-CPT Exam, and Guided Study support for each enrolled student. Once paid, the fees are non-refundable. Access to online content is extended to one year (normally six months) from the initial date of NASM registration by each Authorized User. The time period for taking the exam is extended to one year (normally six months) from the initial date of NASM registration by each Authorized User. Authorized Users are advised to schedule and sit for their certification exam soon after the completion of the program, particularly those who have taken advantage of the extended online content period. Each Partner Institution examinee who fails the certification exam will be provided with a voucher for a free retest.</p> <p>*The physical textbook may be purchased for \$199 per or the partner can buy 20 or more for \$149 per</p> <p>* The AED/CPR training may be purchased for \$49 per</p> <p>Partner Institution may purchase access codes up to one (1) year in advance. Access codes will expire one year from the purchase date. Unused and expired access codes are non-refundable, non-transferable and non-exchangeable for credit.</p> |



| Partner Institution Per Campus Licensing Fee | |
|---|----------------|
| ¹Pricing (per individual user) | |
| The fees provided above are contingent on Partner Institution use of a minimum of 20 units of each of the above-listed Products within 12 months of the Effective Date (and, thereafter, in each subsequent 12 month period) ("Minimums") | |
| Partner Institution Per Campus Licensing Fee | |
| Initial Licensing Fee: \$2,500 | Not applicable |
| Annual Licensing Fee: \$1,500 | Not applicable |

¹ Fees specified above are fixed for a period of twelve (12) months from the Effective Date. Thereafter, NASM/AFAA may increase the Fees specified above, not more than once per year, on or after the anniversary of the Effective Date by an amount not to exceed 2% of the previous year's Fees.

Assessment Technologies Institute, LLC
d/b/a NASM and AFAA

Herndon Career Center – Raytown Quality Schools

By: _____
Signature

By: Cheryl Reichert
Signature

Name: _____

Name: Cheryl Reichert

Title: _____

Title: Director

Date: _____

Date: 9/27/2023



Exhibit A: TERMS AND CONDITIONS

In consideration of the mutual obligations specified in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1) Definitions.

- a) Academic Resource Center – means the collection of materials developed by NASM/AFAA to support instructions in delivering the Program(s), including PowerPoints, assignments, quizzes, tests and lesson plans.
- b) Affiliates - means a corporation or other entity controlled by, controlling, under common control with or sharing common ownership with, a party to this Agreement.
- c) Authorized Users – means Partner Institution’s enrolled students, administrators, faculty and staff.
- d) Campus – means each location at which Partner Institution offers the Program and/or Materials to its students.
- e) Certification Data - means any data supplied by the Partner Institution or its Authorized Users to NASM/AFAA for any purpose related to obtaining a professional certification or credential offered by NASM or AFAA, including, but not limited to, contact data, certification candidate’s profile data, all data related to the results of professional certification exams, all data pertaining to an individual’s certification status, and all data related to recertification, if any, including data concerning continuing education.
- f) Instructor Bonus – means one free program per year for an instructor, such as a free certification program or specialization offered by NASM/AFAA.
- g) Landing Page – NASM/AFAA will provide Partner Institution’s Authorized Users with a unique webpage on the NASM or AFAA website, as appropriate. Each such landing page will have a lead generation function and the information provided by visitors to the landing page will be shared with the Partner Institution.
- h) Marketing Resources – means a collection of NASM/AFAA developed materials to assist Partner Institution market and promote the Program (s), subject to the provisions herein. Partner Institution must obtain prior written consent before altering any of the Marketing Resources.
- i) Materials – means online study, textbooks, instructor resources, certification examinations and all other NASM/AFAA-supplied resources and documents concerning the Program(s).
- j) NASM/AFAA IP Rights. The patents, patent applications, copyrights, trademarks, trade names, trade secrets, algorithms, confidential or proprietary information, designs, specifications, drawings, content, material, curriculum assets, exams, reports, know-how and other intellectual property owned or licensed by NASM/AFAA or its Affiliates, now and in the future, are deemed "NASM/AFAA IP Rights" and shall remain the property of NASM/AFAA.

2) NASM/AFAA Deliverables and Obligations. Subject to payment of the fees listed on the first page hereto, NASM/AFAA will, as appropriate, provide the Partner Institution with the Materials for Partner Institution’s enrolled students and faculty at the Campus or Campuses listed in Exhibit B. NASM/AFAA obligations include:

- a) Providing Partner Institution's enrolled students with the Materials related to the Program at the prices listed on the first page hereto.
- b) Providing Partner Institution with reporting and analytics upon request to show student progress in Coursework materials and cohort aggregate performance on the certification exam, by exam domain.
- c) Partner Institution’s Authorized Users are provided extended access to the Coursework and for taking the certification exam.
- d) As deemed appropriate by Partner Institution, but not to exceed 5 individuals, providing to Partner Institution’s faculty and staff NASM/AFAA teaching material and related tools, for use solely by Partner Institution’s faculty and staff.
- e) Providing instructors with access to students’ quiz submissions and grading.
- f) Providing appropriate on-going administrative support for NASM/AFAA Materials to Partner Institution through an assigned account manager.
- g) Subject to the license rights and restrictions herein, providing Partner Institution with Marketing Resources related to the Program(s) for Partner Institution's marketing purposes and promotional usage to assist with student recruitment.
- h) Notifying Partner Institution of any changes in Materials content, delivery, language, or other subsequent modifications which may affect the structure of the Partner Institution's curriculum delivery 45 days prior to the changes going into effect. Such Materials changes will not affect the terms under this Agreement.
- i) Providing Partner Institution with all NASM/AFAA curriculum assets as it relates to the Materials.
- j) Hosting the online Materials within the NASM/AFAA e-Learning Center.



3) Grant of Non-Exclusive License by NASM/AFAA.

- a) During the Term of this Agreement, as set forth in Section 7, and subject to the terms and conditions of this Agreement, including without limitation, Partner Institution's payment of the fees listed on the first page hereto, NASM/AFAA hereby grants to Partner Institution a nontransferable, revocable, limited, indivisible, non-exclusive license to use its affiliation with NASM and/or AFAA, including the use of the NASM/AFAA IP Rights to market NASM/AFAA products, programs and services in connection with the Partner Institution's website(s), social media platforms and marketing materials to its students and potential students. Notwithstanding the foregoing, Partner Institution will not use the NASM/AFAA IP Rights in any promotional or marketing materials without the prior written consent of NASM/AFAA. NASM/AFAA may revoke or modify any such consent upon written notice to Partner Institution at any time.
- b) The NASM/AFAA IP Rights are licensed to Partner Institution, not sold. Partner Institution has no right to, and will not, sublicense the NASM/AFAA IP Rights, and will not suffer or permit use of the NASM/AFAA IP Rights for the ultimate use by third parties. Partner Institution does not acquire any rights, title or interest, (express or implied) in the NASM/AFAA IP Rights other than the limited license rights expressly granted in this Agreement. NASM/AFAA retains all title to and ownership of the NASM/AFAA IP Rights.

4) Partner Institution Deliverables and Obligations. Partner Institution will purchase for its students the NASM/AFAA Bundles described in the Academic Partner Agreement and shall provide NASM/AFAA information, logo and, where applicable, a link on Partner Institution's website(s) and in Partner Institution's marketing materials. Partner Institution obligations include:

- a) Timely payment of all Fees specified in this Agreement.
- b) Offering, promoting, and delivering the Program(s) as an integrated part of Partner Institution's regularly offered programs utilizing the Marketing Resources and/or pursuant to Section 6(a).
- c) As determined appropriate between the parties, publicize relationship in cooperation with NASM/AFAA, including, but not limited to, publishing NASM and/or AFAA, as applicable, logos, information and links on Partner Institution's website(s).
- d) For each course in which NASM/AFAA Programs are implemented, provide NASM/AFAA with timely notification of the number of enrolled students per Program and, thereafter, student status information for purposes of maintaining accurate records for examination administration and invoicing by NASM/AFAA.
- e) Require each enrolled student to complete the registration process, including accepting the NASM/AFAA Terms and Conditions and Privacy Policy, in order to obtain access to the Coursework.
- f) Promotion and utilization of NASM/AFAA's online tools and resources for Partner Institution's students for the duration of their enrollment at the Partner Institution, including promoting the value of certification and enrolling each completer to sit for the certification exam.
- g) Providing appropriate delivery, administration and oversight of the Program(s), including restricting the use of the Program to only Authorized Users at the Campuses listed in Exhibit B.
- h) Providing NASM/AFAA with periodic feedback to enable continuous improvement of the Program(s).
- i) Sharing marketing content, logos and resources with NASM/AFAA for use on NASM's or AFAA's website(s), as appropriate, to promote the partnership.
- j) Ensuring that only Authorized Users access and utilize the Materials and no third party is permitted access to or use of the Materials and any NASM/AFAA IP Rights.
- k) Ensuring that the Program and Materials provided or made available by NASM/AFAA are not copied, altered, or reproduced in any way and that all copyright and other proprietary notices remain intact, unaltered and prominent. Partner Institution will never claim or suggest that the Program or any of the Materials are other than the intellectual property of NASM/AFAA or its affiliates.

5) Grant of Non-Exclusive License to NASM/AFAA. During the term of this Agreement, as set forth in Section 7, and subject to the terms and conditions of this Agreement, Partner Institution hereby grants to NASM/AFAA a personal, nontransferable, revocable, limited, indivisible, non-exclusive license to use its affiliation with Partner Institution, including the use of Partner Institution trademarks, trade names, logos and descriptions (the "Partner Institution Trademarks") to market NASM/AFAA products, programs and services to Partner Institution's Authorized Users and to promote the relationship between NASM/AFAA and Partner Institution. Partner Institution may revoke or modify any such consent upon written notice to NASM/AFAA at any time.

6) Marketing; Confidentiality.



- a) **Partner Marketing.** Partner may utilize the Marketing Resources to promote NASM/AFAA and its Program(s) and Materials to its students and identified prospective students. Although under no obligation to do so, if Partner Institution wishes to advertise or otherwise promote its programs or course which incorporate the Program(s) or Materials more generally and wished to reference NASM or AFAA in such general advertising (such as newspaper, magazine, radio, television, internet or other medium), Partner Institution must first initially obtain the written consent of NASM/AFAA to the proposed form and content of advertisement or promotion ("Partner's Marketing"), and if such approval is given by NASM/AFAA, Partner Institution and its designated agents may then use such approved Partner's Marketing in all respects without seeking any further approval from NASM/AFAA unless Partner Institution makes a material change to the advertising and/or promotional form or content, in which event Partner Institution shall seek NASM/AFAA approval for the material change.

- b) **Confidentiality and Nondisclosure.**

Confidential Information Defined. During the term of this Agreement and in the course of its performance, each party acknowledges it may receive or otherwise be exposed to confidential and proprietary information relating to the other party or its vendors', clients' or customers' operations, products, content, methods of doing business, research and development, know how, customers/students, faculty and staff, trade secrets, manufacturing methods, computer programs, algorithms, finances, testing and bench-marking procedures and results and other confidential and proprietary information (collectively the "Confidential Information").

Confidentiality Obligation. Each party acknowledges the proprietary, confidential and secret character of the Confidential Information. Accordingly, each party agrees all Confidential Information shall be kept strictly confidential by the other party and its Representatives for a period of five (5) years after the earlier of either the termination or completion of the services hereunder; provided, however, that (i) Confidential Information may be disclosed to such party's Representatives who need to know such information (collectively "Informed Persons") in order to accomplish the purposes of this Agreement and who are bound to nondisclosure terms consistent with the terms set forth herein, (ii) Confidential Information may be disclosed to any person or entity to which the other party consents in advance in writing.

Ownership and Return of Confidential Information. Each party acknowledges and agrees that the Confidential Information (including any copies thereof) will at all times remain the sole and exclusive property of the disclosing party (or its vendors, clients or customers, as applicable) and will be promptly returned to the disclosing party immediately upon request of such party, and in any event, upon completion or termination of this Agreement for any reason. Except as otherwise provided in this Agreement, no rights or licenses to trademarks, inventions, copyrights or patents are implied or granted under this Agreement. Nothing in this Agreement grants either party the right to retain distribute or commercialize any Confidential Information. For the purpose of clarity, NASM/AFAA is the sole owner of all Certification Data and, notwithstanding the provisions herein, such data, even if first provided by Partner Institution or its Authorized Users, shall remain in the possession of NASM/AFAA for at least the length of time required by its accreditors or any regulatory or oversight body.

7) **Term and Termination.**

- a) **Term.** Subject to earlier termination as provided below, the term of this Agreement is one (1) year from the Effective Date. This Agreement may be renewed upon mutual written consent of both Parties.
- b) **Termination upon Breach.** Either party may immediately terminate this Agreement and the license(s) granted herein, upon written notice to the other party if the other party breaches any material term of this Agreement and has failed to cure such breach within thirty (30) business days after its receipt of such notice. Notwithstanding the foregoing, NASM/AFAA may immediately terminate this Agreement and all licenses granted herein upon written notice to Partner Institution in the event Partner Institution breaches the license terms set forth herein or misappropriates or allows any other party to misappropriate any of NASM/AFAA IP Rights.
- c) **Termination for Assignment or Bankruptcy.** This Agreement will automatically and immediately terminate without requirement of notice: (i) if either party suffers or permits this Agreement to be assigned either voluntarily, by operation of law or otherwise; or (ii) if either party hereunder seeks protection under any bankruptcy, reorganization, insolvency or other debtor relief or protection law, makes any assignment of assets for the benefit of creditors, becomes generally unable to pay its debts when due, or has any such proceeding filed against it which is not fully dismissed within ninety (90) days after filing.
- d) **Effect of Termination.** In the event of termination, Partner Institution will cease the use of the Program and Materials and all NASM/AFAA IP Rights granted in Section 3, above, and all licenses granted by NASM/AFAA to Partner



Institution herein shall terminate except as set forth in this Section 7. Upon termination of this Agreement for any reason or in any manner, or at any earlier time upon NASM/AFAA request, Partner Institution agrees to promptly deliver all of the Program(s) and Materials, including, but not limited to, all tangible property and any and all NASM/AFAA Confidential Information in Partner Institution's possession or control, to NASM/AFAA.

- 8) **Nature of Agreement; No Warranty.** Neither party makes any warranties, expressed or implied, in connection with this Agreement or the services to be provided hereunder. THE NASM/AFAA PROGRAMS, MATERIALS AND SERVICES ARE PROVIDED TO PARTNER INSTITUTION "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, AND NASM/AFAA AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES WITH RESPECT TO THE NASM/AFAA PROGRAMS, MATERIALS AND SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR TITLE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN STATEMENT BY ANY NASM EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR MODIFY THIS SECTION. CERTAIN JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, SO THE FOREGOING EXCLUSION MAY NOT APPLY TO YOU.
- 9) **General Provisions - Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Kansas without giving effect to said State's principles of conflicts of law. The parties irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Arizona and of the United States of America located in Phoenix, Arizona for any actions, suits or proceedings where Partner Institution is a defendant arising out of or related to this Agreement. For any other action, the parties irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Kansas and of the United States of America in Kansas City, Kansas, U.S.A., for any actions, suits or proceedings arising out of or related to this Agreement. Each of the parties expressly waives its right to a trial by jury in connection with any claim, action, or proceeding arising out of or related to this Agreement. The parties specifically agree to exclude the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act in the form adopted by any state from governing this Agreement and any transaction between the parties that may be implemented in connection herewith. All provisions of this Agreement that by their nature are intended to survive expiration or termination shall survive.
- 10) **Limitations of Liability.** UNDER NO CIRCUMSTANCE SHALL PARTNER INSTITUTION AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS ("PARTNER PARTIES"), OR ASSESSMENT TECHNOLOGIES INSTITUTE, LLC, NASM/AFAA OR THEIR AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS ("NASM/AFAA PARTIES") BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORSEEABLE OR UNFORSEEABLE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE PARTNER PARTIES OR THE NASM/AFAA PARTIES IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNT THAT PARTNER INSTITUTION ACTUALLY PAID HEREUNDER.



EXHIBIT B: PARTNER INSTITUTION'S PERMITTED CAMPUSES

Partner Institution is permitted to implement the Program(s) at the Campus or Campuses listed below. Partner Institution is required to notify NASM/AFAA of any additional Campus(es) in advance of any promotion or advertising of, student recruiting for or implementation of the Program(s) on such new Campus(es). Failure to provide advanced notice of a new Campus will constitute a breach of the Agreement. Once approved by NASM/AFAA, each notice of a new Campus received by NASM/AFAA will be treated as an amendment of this Exhibit B. Partner Institution may provide notice to remove a Campus from Exhibit B, such notice to include the effective date of the removal which shall be the date on which the last session of the Program(s) will be held (if multiple offerings of the Program are underway at such Campus, the effective date of the removal shall be the last session date of the Program that ends the latest).

Campus Name: Herndon Career Center

Campus Address: 11501 E 350 HWY; Raytown, MO 64138

Contact Person: Cheryl Reichert/Erin Rowland