

SCHEDULE C

ATI Complete Partnership Additional Terms and Conditions

This Schedule C (“this Schedule”) sets forth terms and conditions of the ATI Complete Partnership entered into by Nursing Program. This Schedule is subject to the terms of the ATI Complete Partnership Agreement] between Assessment Technologies Institute, LLC (“ATI”) and The College of the Florida Keys (“Nursing Program”) with an Effective Date of July 24, 2019 (“Agreement”). Terms used herein shall have the same meaning as set forth in the Agreement, unless separately defined herein. In the event of any inconsistency between the terms of the Agreement and this Schedule, this Schedule shall prevail. This Schedule C will become effective when signed by both parties, below (“Effective Date”).

1. Products

(a) The following ATI Products are procured by Nursing Program and licensed by ATI for use with Nursing Program cohorts with a curriculum start date between the period beginning 6/1/2025 and ending 5/31/2028 (License Term) (each such cohort referred to herein as the “**Nursing Program Class**” and collectively referred to herein as the “**Nursing Program Classes**”), subject to the terms of the Agreement and this Schedule:

CARP (Comprehensive Assessment & Review Program)
CMS Proctored Assessments
CMS Online Practice Assessments
Clinical Judgement Practice Items
Comprehensive Predictor - Proctored & Online Practice Assessments
Focused Review Modules
Video Case Studies
NurseLogic
Learning System
Self-Assessment Inventory
Critical Thinking Entrance/Exit Test
ATI HealthAssess
EHR Tutor
Skills Modules
Engage Fundamentals
Engage Mental Health
Engage Community and Public Health
Engage Adult Medical Surgical
Dosage Calculations and Safe Medication Administration
Pharmacology Made Easy
Dosage Calculation Proctored Assessments
Anatomy and Physiology Assessment Package
Achieve Tutorial
Real Life: Clinical Reasoning Scenarios
Nurses Touch Tutorials
Communication Simulation Modules

Civility Simulation Modules
Swift River Virtual Clinicals
Test Taking Strategies Seminar
Learning Strategies Book
Jones & Bartlett Drug Guide
Active Stack: Pharmacology Online Flash Cards
Custom Assessment Builder-with Claire AI Assessment Generation
ATI Remote Proctoring Services (Standard)
NCLEX Reviews
ATI Capstone Content Review
Virtual-ATI
BoardVitals
ATI Comprehensive or Customized Live NCLEX Review ¹
Nursing Program Resources:
The following modules of ATI Program Manager by MedHub -
Accreditation Management
Clinical Management
ATI Pulse
Four (4) Total Days of Consulting with an ATI Nurse Consultant²
ATI Academy Premium Membership
Educating Nurses Faculty Annual Subscription³
Nurse Educator Essentials: Online Learning Lab

¹ Live NCLEX Reviews require a minimum of 10 Students.

² For (i) new ATI Complete Partnership clients (first time signing an ATI Complete Partnership Agreement) and (ii) existing ATI Complete Partnership clients executing a renewal Schedule and implementing Program Manager for the first time, consulting will be limited to four (4) days with topics to be selected from an ATI list of available topics; provide that, two (2) of the four (4) days will be aligned with initial implementation and training for Program Manager to maximize its use, including essential concepts of curriculum development and accreditation compliance. Consulting must be completed within the above noted License Term. No credits or refunds will be provided for consulting not used within the License Term.

³ For existing ATI Complete Partnership clients executing a renewal Schedule, and where Program Manager has already been implemented, consulting will be limited to four (4) days with topics to be selected from an ATI list of available topics; provided that one (1) of the four (4) days will be aligned with ongoing implementation and training for Program Manager to maximize its use, including essential concepts of curriculum development and accreditation compliance. Consulting must be completed within the above noted License Term. No credits or refunds will be provided for consulting not used within the License Term.

⁴ Nursing Program will receive an annual subscription to Renewal of EducatingNurses.com for the duration of this Agreement, provided that such subscription is subject to ATI’s continued status as a reseller of EducatingNurses.com and further provided that EducatingNurses.com license terms will be between Nursing Program and Educating Nurses LLC.

Except for ATI’s proctored Assessments, which are available during each applicable Nursing Program Class, and Nursing Program Resources listed above, which are available during the License Term, Students will have access to the above ATI Products procured hereunder until the period ending one year after the applicable Nursing Program Class graduation date.

Note: All Services which are described in this Schedule as deliverable in-person may, instead, be delivered virtually by ATI if ATI determines such is necessary due to campus closure, pandemic restrictions, travel restrictions, government or health advisory, and other similar conditions which ATI determines require such virtual delivery. ATI will coordinate with Nursing Program on scheduling of any such Services.

(b) Nursing Program Classes

The Products noted in Section 1(a) above are procured by Nursing Program and licensed by ATI for use with all Students enrolled in Nursing Program Classes, as well as any Nursing Program Class(es) added by ATI Order Form or a written amendment to this Schedule C signed by both parties.

2. ATI Remote Proctoring Services

ATI proctored assessments administered by Nursing Program pursuant to this Schedule may be proctored through use of ATI Remote Proctoring Services described at <https://atitesting.com/remote-proctoring-terms/> for all Nursing Program Classes and campuses specified herein. The Parties understand and agree that ATI Remote Proctoring Services are an additional measure of test security designed to enhance the overall integrity of the testing process for ATI's proctored exams and, accordingly, use of ATI Remote Proctoring Services does not relieve Nursing Program of its proctoring obligations or duty to ensure a secure test environment when administering ATI assessments. In addition, ATI may offer ATI Remote Proctoring Services for certain of its NCLEX Review practice assessments, as indicated by ATI during planning discussions with Nursing Program, subject to the same ATI Remote Proctoring Services Terms noted herein.

3. Student Enrollment

Under the ATI Complete Partnership Agreement, for the full duration of each of the above Nursing Program Classes, Nursing Program will procure the Products and pay the per Student Fee set forth in Section 9, below, for all Students enrolled in said Nursing Program Classes specified in Section 1 of this Schedule at the following Nursing Program campus(es):

Key West, Florida

Within one week after the first day of class of each semester, Nursing Program shall provide to ATI via email a headcount of all Students enrolled in each Nursing Program Class. Nursing Program shall require that all Students in each Nursing Program Class register online with ATI for use of the Products and shall provide written notice to ATI of any changes in the Nursing Program Class list, including additions for new or transfer Students and deletions for Student who leave the Nursing Program. Nursing Program will notify ATI in writing within 30 days of any such change to the Student Enrollment.

4. ATI Services

ATI shall provide the following Services to Nursing Program under this Schedule, at no additional charge:

- (a) **Faculty Onboarding Training**: An ATI representative will work with the nursing faculty to accomplish the following:
 - Teach the client how to create an ATI account and log in to the ATI website
 - Explain how to navigate the website and ATI faculty portal
 - Explain how to generate reports and review data points / scoring reports
 - Explain where to locate support resources for product training and integration.
 - Explain ATI Best Practices including policy, remediation, and how to set benchmarks for assessments and tutorials.
 - Review the ATI Product Alignment for curriculum integration and basic active learning strategies.
- (b) **Student Orientation Tutorial**: Students are provided access to an ATI orientation tutorial located on their Student website, to assist with the following:
 - Explain who ATI is, and what ATI does
 - Explain the benefits of using ATI Products during nursing school as well as for NCLEX preparation
 - Explain how to navigate the Student website and reporting portal

Time spent in the tutorial will be tracked and a certificate of completion available for the Student. It will also be recorded on the Student's transcript.
- (c) **ATI Product Alignment to Curriculum**: ATI will provide a Product alignment blueprint ("**ATI Product Alignment**") recommending placement of ATI's Products in relation to Nursing Program curriculum. The ATI Product Alignment will be delivered in electronic format to Nursing Program. Any changes will be discussed by the parties.
- (d) **Complete Insights Reviews**: ATI will discuss the following with Nursing Program leadership on a semi-annual basis (or as agreed upon by both parties):
 - (i) review and interpret student performance data based on ATI Product usage as prepared by ATI, (ii) review ATI Product Alignment and Nursing Program Policies in relation to current Nursing Program and faculty practices, and (iii) collaborate with Nursing Program to develop mutually agreed upon action plans for improvement.
- (e) ATI will add the ATI Academy Complete Training Learning Path to all Nursing Program faculty accounts.

5. Nursing Program Data

All identifiable personal or academic information regarding Students and information about Nursing Program generated by ATI Products and Services or submitted to ATI or any ATI System by Nursing Program or Nursing Program Staff or Students ("**Nursing Program Data**") is confidential information of Nursing Program and ATI will not disclose any such Nursing Program Data for any purpose outside the scope of this Agreement, except with the express written consent of Nursing Program or the Student about whom such Nursing Program Data pertains. ATI will protect Nursing Program Data in the same manner that it protects its own confidential and proprietary information, but in no event less than reasonable care. If ATI is compelled by law to disclose Nursing Program Data, it will provide Nursing Program with prior notice of such compelled disclosure (to the extent permitted by law).

6. Nursing Program Obligations

- (a) Nursing Program will distribute to all students and faculty the Program Policies that the parties developed under Schedule A to the Agreement. Nursing Program will oversee implementation of the Program Policies and ensure that faculty adhere to specified requirements.
- (b) Nursing Program will utilize the ATI Product Alignment developed pursuant to Schedule A of the Agreement and provide the same to faculty for implementation.
- (c) Within ninety (90) days of the Effective Date of the Agreement, the Nursing Program will develop with ATI mutually agreed upon written Nursing Program policies (“**Program Policies**”) for distribution to all students and faculty regarding use of ATI Products by Nursing Program. The Nursing Program will submit the final electronic copy to ATI. The Program Policies will include, at a minimum, the following:
 - benchmarks for student performance on ATI Assessments based on program outcomes
 - detailed description of how ATI Products are implemented and used by Nursing Program, including for assessments and tutorial use
 - including ATI Products in each course syllabus
 - policy for student grading, including what percent of students’ course grades will be tied to ATI Products
 - admissions policy reflective of industry standards

Nursing Program will oversee implementation of the Program Policies, and ensure that faculty adhere to specified requirements.

- (d) Nursing Program directors and faculty will collaborate with ATI educators to map ATI Product content with Nursing Program courses.
- (e) Within (30) days of the Effective Date of the Agreement:
 - The Nursing Program will determine and document required ATI Academy webinars assigned for each faculty, with scheduled timeframes for completion. All faculty will be required to complete their assigned ATI Academy webinars, which, for each, will, at a minimum, include webinars that directly relate to the course(s) they teach.
 - Nursing Program will provide course specific documents (i.e., course syllabi, course sequencing and descriptions) to ATI.
 - ATI will review and confirm with the Nursing Program program specific ATI Success Plan via a 45-minute virtual conference. Based on the agreed upon ATI Success Plan between ATI and the Nursing Program, faculty will be required by Nursing Program to attend any additional training determined by ATI as necessary for successful integration of ATI resources.
 - Nursing Program will identify at least one faculty member (per campus) who will be assigned the role of ATI Champion. ATI will partner with the identified faculty to begin ATI Champion Training. The faculty will be required to complete ATI Champion training within ninety (90) days from the Effective Date of Agreement.
- (f) Nursing Program leadership will collaborate with ATI on a semi-annual basis: (i) review and interpret ATI Product usage and student performance data prepared by ATI, (ii) review ATI Product Alignment and Nursing Program Policies in relation to current Nursing Program and faculty practices, and (iii) review active learning integration strategies to improve outcomes. Based on agreed upon strategies, Nursing Program will implement appropriate measures designed to increase usage of ATI Products, improve student performance, and carry out Nursing Program’s Policies and the ATI Product Alignment.
- (g) Nursing Program will require that Students successfully adhere to Nursing Program policies regarding student performance.
- (h) Nursing Program agrees that any data analytics Services performed by ATI hereunder are intended for the internal business uses of Nursing Program only and that such Services and any resulting reports, data, or methodologies used by ATI will not be disclosed by Nursing Program to any third party, unless compelled by law, in accordance with Section 6 of the Agreement.
- (i) Nursing Program agrees that Students must make every effort to attend all days of the ATI Live NCLEX Review. Students will also be enrolled in the Virtual-ATI Online NCLEX Review (“**Virtual-ATI**”) for a 12-week access. Virtual-ATI includes a virtual “classroom” and a Virtual-ATI personal coach who will provide students with online practice Assessments, individualized remediation, and resources to help prepare for NCLEX. A “Green Light” may be awarded by the Virtual-ATI coach once a graduate has demonstrated readiness to test for NCLEX. At the end of the 12-week access, Nursing Program may purchase an additional 12 weeks of Virtual-ATI for a reactivation fee. Additional requirements regarding use of Virtual-ATI are set forth in the “Virtual-ATI Terms” found on the ATI website under “Integration Resources”. By signing this Agreement, Nursing Program indicates that it has read and understands the [Virtual-ATI Terms](#).
- (j) In connection with Nursing Program’s use of ATI Products and Services, in addition to the other Nursing Program obligations set forth above in this Schedule and the Agreement:
 - (1) Nursing Program shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Nursing Program Data. Nursing Program will take appropriate measures to ensure its Authorized Users do not upload any patient data into any ATI systems.
 - (2) Nursing Program shall not alter, reproduce or copy ATI Products in any way, and shall at all times ensure that all copyright and other proprietary notices on ATI Products remain intact, unaltered and prominent. Nursing Program shall never claim or suggest that any ATI Product is other than the intellectual property of ATI or its affiliates.
 - (3) Nursing Program shall not utilize or permit to be utilized any ATI Products for whom the applicable fee has not been paid to ATI.
 - (4) In connection with any ATI presented workshop, presentation, or ATI Live NCLEX Review, Nursing Program agrees to provide an ADA compliant learning environment suitable for an online or onsite delivery modality for the expected number of participants at no charge to ATI. Resources and equipment for delivery modalities include as applicable:
 - A computer enabled with Microsoft Office Power Point (2007 or later), projection connectivity and high speed Internet Access
 - The classroom/presentation space will be made available from 8:00AM-5:00PM (course time: 9:00-4:00PM)
 - Overhead projector
 - Adjustable lighting, writing surfaces for participant note-taking with an unobstructed view of the ATI Presenter
 - Large projection screen
 - Podium with light and stool

- Microphone/cordless microphone
- Registration table for participant check-in, managed by Nursing Program
- Ability to access presentation via video conferencing

This equipment will be in working order and made available to the ATI instructor at the beginning of the time agreed upon herein. If the instructor encounters technical problems or complications, Nursing Program agrees to provide technical assistance, as necessary. This equipment and any applicable assistance shall be provided to ATI and its instructor at no charge.

- (5) Provide a site coordinator within the Nursing Program to assist ATI with site logistics, and resolve any issues with the classroom as soon as reasonably possible. Nursing Program agrees to provide at least fourteen (14) days prior notice of any cancellation of any scheduled ATI presentation or workshop.
- (6) Nursing Program agrees to allow ATI to fill any open seats in the ATI Live NCLEX Review classroom with students from other institutions, where "open seats" is defined as the difference between the number of seats in the classroom and the number of participants identified.
- (7) Nursing Program agrees that, if any specifically designated ATI instructor/presenter is unable to instruct/present on the designated day (for example, due to sickness or travel difficulties), ATI will replace such instructor/presenter with another instructor/presenter to ensure the delivery of Services.
- (8) Unless separately agreed in writing otherwise by ATI and Nursing Program, ATI will be responsible for all travel and living expenses associated with travel by its instructors/consultants.
- (9) Nursing Program will follow ATI's proctor guidelines and requirements in the administration of ATI Assessments and will use reasonable methods to prevent cheating and unauthorized copying or distribution of ATI Assessments, including maintaining and enforcing a strict policy that prohibits and sanctions any form of cheating, distribution or use of unauthorized copies of Assessments, or other test misconduct.

7. ATI Program Manager by MedHub.

If Nursing Program has licensed use of ATI Program Manager by MedHub:

- (a) Nursing Program acknowledges and agrees that no network security system can guarantee complete network security or prevent all unauthorized network access. Nursing Program will be responsible for maintaining access to the ATI Program Manager by MedHub server, which will include tracking log-in accounts and ensuring that adequate security precautions are in place to protect username and password information for such accounts. ATI shall not be liable for any unauthorized use of ATI Program Manager by MedHub, any use of ATI Program Manager by MedHub not in accordance with this Agreement, or any loss of data or functionality caused directly or indirectly by any Authorized Users.
- (b) Prior to adding any Student records or data to ATI Program Manager by MedHub, Nursing Program will ensure that it has secured all necessary permissions from each such Student, including permission to send such records or data to third party clinical sites. Such student records may include immunization records if elected by Nursing Program. Given that all of a Student's immunization data generally appears in one record, Nursing Program understands and agrees, and will ensure each applicable Student understands and agrees, that clinical sites will receive a Student's entire immunization record, which may include immunization data that exceeds the applicable clinical site's specific requirements. Nursing Program assumes sole responsibility for collection and uploading of personal data of Students maintained in ATI Program Manager by MedHub and understands that ATI has no liability or obligation in connection with Nursing School's upload or transfer of such personal data to various third parties, as enabled by ATI Program Manager by MedHub. While Program Manager by MedHub includes functionality that allows Nursing Program to indicate whether a student has met applicable background checks and drug testing, it is strictly prohibited for Nursing Program to add reports or data which include the actual results or record of any background check or drug testing. Nursing Program is solely responsible for selecting third parties to whom Student data will be delivered and for establishing access levels with respect to Student data.
- (c) While ATI Program by MedHub may offer references to certain accreditation standards and professional guidelines as well as sample documents such as a sample letter of good standing, Nursing Program understands that ATI is not offering or providing any form of legal or other professional advice and it is the sole obligation of Nursing Program to secure appropriate legal and professional guidance to ensure that its program meets all reporting, regulatory, legal, accreditation and other standards and that all documents are in order and meet Nursing Program's specific needs. Nothing in ATI Program Manager by MedHub should be deemed to replace decision making by Nursing Program or Nursing Program's ongoing obligation to oversee program compliance. Use of ATI Program Manager by MedHub does not guarantee that any accreditation, standards or any specific outcomes will be met for Nursing Program.
- (d) To the extent Nursing Program utilizes features in ATI Program Manager by MedHub to upload contracts for purposes of managing clinical sites, Nursing Program understand and agrees that this is solely intended for Nursing Program's tracking of pertinent data, such as start and end data. ATI Program Manager by MedHub is not intended for use in any way connected to contract negotiation, drafting, processing of signatures, or invoicing and ATI offers no legal advice with respect to any of the foregoing.
- (e) ATI does not review, verify, error check, or warrant the accuracy or fitness of any content or letters generated by or uploaded into ATI Program Manager by MedHub, nor does ATI warrant that the workflow process or system will be error-free, meet Nursing Program's requirements or comply with any applicable law, regulation or accreditation requirement. Certain modules provide output files regarding professional licensure status from various state and federal agencies. Nursing Program agrees that ATI does not verify, error check or warrant the accuracy or fitness of the output files or any information contained therein. Output files are intended for internal business purposes only and not for distribution outside Nursing Program.
- (f) Nursing Program will ensure that only authorized Nursing Program Staff have access to and use of ATI Program Manager by MedHub and will remain responsible for (i) Nursing Program Staff's use of ATI Program Manager by MedHub; (ii) any use of ATI Program Manager by MedHub through Nursing Program's account, whether authorized or unauthorized, including without limitation, sharing of passwords (prohibited by ATI) or any other conduct that would violate the requirements of this Agreement applicable to Nursing Program; and (iii) the actions of Nursing Program Staff designated by Nursing Program to serve as technical administrator of ATI Program Manager by MedHub. ATI shall not be liable for any loss of data or functionality caused directly or indirectly by any Nursing Program Staff.

8. Consulting Services

In connection with any curriculum consulting Services provided to Nursing Program hereunder, Nursing Program shall:

- Collaboratively develop a written schedule for such consulting Services with ATI representative;
- Collaborate directly with ATI consultants regarding delivery of Services;
- Provide meeting space with computer, data projector and internet access and schedule meeting times(s) with faculty as appropriate;
- Ensure that all appropriate administrators, faculty, and students are available and present at all applicable meetings;
- Provide requested materials and task completion as requested by ATI for successfully progressing through the project phases; and
- Provide documents requested by ATI of the Nursing Program at least 2 weeks prior to the scheduled date of the initiation of consulting Services in order to avoid delays and rescheduling. ATI is not responsible for delays caused by the Nursing Program's failure to provide the required material.

Nursing Program represents and agrees that:

- Nursing Program has received all necessary State Board of Nursing and State Department of Education approvals for its nursing program and remains in compliance with applicable regulations and standards;
- Nursing Program is solely responsible for ensuring that the curriculum and related materials meet all applicable regulations, rules, guidelines, and other accreditation, government, agency, and licensing requirements; ATI assumes no responsibility for any aspect of Nursing Program's licensure, credentialing, or accreditation.
- Nursing Program has a designated dean or director providing leadership over the nursing program;
- Nursing Program has developed and maintains policies sufficient to support its nursing program;
- Nursing Program has defined faculty responsibilities and expectations for its nursing program;
- Nursing Program understands that the following circumstances may impact the overall effectiveness and outcomes of ATI's consulting Services:
 - Faculty workload, attrition, and experience
 - Faculty preparedness, willingness to adopt practices, and engagement
 - Timeliness in communication with ATI
 - Necessary resources to facilitate meetings
- Following completion of ATI's consulting Services, ATI will provide to Nursing Program the following deliverables: a written summary report summarizing Services provided by ATI, and a copy of all documents developed by ATI during consulting visits.

9. Fees and Payment Schedule

(a) For the Products and Services noted above, Nursing Program shall pay to ATI \$ 3481.50 per RN Student ("Fee"), to be invoiced and paid in accordance with this Section 9. All invoices are due and payable in accordance with the Agreement. Use of the Products and Services by Nursing Program at any campus beyond those specified in Section 3, above, will require a separate Schedule and payment of separate fees to ATI, as agreed in writing by the parties.

(b) Per Term Payments: On or before the applicable Class' start date as noted in the table below, Nursing Program will provide ATI with an estimated Student enrollment count for the applicable Nursing Program Class via an email. After receiving the estimated enrollment count, ATI will invoice Nursing Program an amount equal to the Per Student Fee noted below times the number of Students in the estimated enrollment count. If ATI does not receive Nursing Program's estimated Student enrollment count via email as described herein, solely to avoid interruption in Students' access to ATI Products and Services, Nursing Program agrees that ATI reserves the right to invoice Nursing Program based on ATI's reasonably estimated projection of Nursing Program's Student enrollment count, as determined by Nursing Program's past enrollments (or, if Nursing Program is a new client to ATI, based on estimates Nursing Program has provided to ATI). In the event the estimated Student enrollment count changes within thirty (30) days of receipt of invoice, Nursing Program may request a one-time enrollment count adjustment from ATI via an email providing the updated enrollment count, provided that Nursing Program is obligated to contact ATI if the Student enrollment count increases over the estimate. In the event of a one-time enrollment county adjustment, ATI will adjust Nursing Program's invoice to account for the updated enrollment count, which may include a credit towards the next invoice or additional invoiced amounts due to ATI if the number of students in the actual Student enrollment count increased over the estimated Student enrollment count. ATI will provide an ATI Order based on the actual Student enrollment and a per Student fee for each term as follows:

Nursing Program Classes	First Term Per Student Fee	Second Term Per Student Fee	Third Term Per Student Fee	Fourth Term Per Student Fee	Total Per Student Fee¹
0527 and all subsequent Nursing Program Classes	\$ 870.38 August 2025	\$870.38 December 2025	\$870.37 August 2026	\$870.37 December 2026	\$3481.50
1227 and all subsequent Nursing Program Classes	\$870.38 December 2025	\$870.38 August 2026	\$870.37 December 2026	\$870.37 August 2027	\$3481.50
0528 and all subsequent Nursing Program Classes	\$ 870.38 August 2026	\$870.38 December 2026	\$ 870.37 August 2027	\$870.37 December 2027	\$3481.50
1228 and all subsequent Nursing Program Classes	\$870.38 December 2026	\$870.38 August 2027	\$870.37 December 2027	\$870.37 August 2028	\$3481.50

0529 and all subsequent Nursing Program Classes	\$ 870.38 August 2027	\$870.38 December 2027	\$ 870.37 August 2028	\$870.37 December 2028	\$3481.50
1228 and all subsequent Nursing Program Classes	\$870.38 December 2027	\$870.38 August 2028	\$870.37 December 2028	\$870.37 August 2029	\$3481.50

¹Per Section 3(c) of the Agreement, prices included herein do not include taxes, if applicable.

Within thirty (30) days after receiving an ATI invoice based on Nursing Program's estimated enrollment, Nursing Program will email ATI with Nursing Program's actual Student enrollment count. ATI will invoice Nursing Program for the actual Student count within two (2) days after receiving the actual Student enrollment count, and purchase order if a purchase order is required, provided that, Nursing Program's failure to provide a purchase order within the time period specified herein shall not delay Nursing Program's payment of all applicable invoices in accordance with the terms of the Agreement. If Nursing Program fails to email ATI with an actual Student enrollment count within thirty (30) days after receipt of an invoice based on the estimated Student enrollment count, Nursing Program agrees that ATI may, in its sole discretion either (i) consider the estimated Student enrollment count, as previously invoiced, to be Nursing Program's actual Student enrollment count and no adjustment to Nursing Program's ATI account will be made, or (ii) issue an invoice to Nursing Program based on Nursing Program's actual Student enrollment count, as indicated in ATI systems.

To avoid interruption in Students' access to ATI Products and Services, for all Nursing Program payments due in January, the parties agree that ATI will invoice Nursing Program in the immediately preceding December based on ATI's projection of Nursing Program's Student enrollment count, as determined by past enrollments, and, after receiving the actual Student enrollment count in January, ATI will adjust Nursing Program's balance to account for any necessary additional invoiced amounts or credits due to Nursing Program.

*For all Nursing Program payments due in January, the parties agree that ATI will invoice Nursing Program in the immediately preceding December based on ATI's projection of Nursing Program's Student enrollment count, as determined by past enrollments, and, after receiving the actual Student enrollment count in January, ATI will adjust Nursing Program's balance to account for any necessary additional invoiced amounts or credits due to Nursing Program.

(c) The Fee for any Student transferring into a Nursing Program Class after commencement of said Class shall be prorated based on the number of terms/semesters of the Nursing Program Class, but in no event shall said Fee be less than one thousand dollars (\$1,000) for any such transferring Student.

(d) Repeat Students: If Customer purchases access to any ATI bundle of products and services (such as ATI Complete, Optimal, Supreme, Basic, or CARP) for any cohort(s) specified in this ATI Schedule and requires any student from a cohort to repeat a course, term, or semester with a different cohort (each referred to as a "Repeat Student"), then, in addition to the cost noted in this ATI Schedule, the Customer will pay ATI's current additional rate for each Repeat Student ("Repeat Student Rate"). This Repeat Student Rate covers the Repeat Student's use of ATI products and services during the repeated course, term, or semester. After this period, the Customer shall pay ATI the standard per-student cost applicable to other students in the Repeat Student's new cohort. For clarity, students that use ATI's Virtual-ATI services (for an additional 12 weeks) are not considered "Repeat Students" under this section.

(e) All invoices are due and payable in accordance with the Agreement. Use of the Products and Services by Nursing Program at any campus beyond those specified in Section 3, above, will require execution of a separate Schedule, either by amendment or order form, and payment of separate fees to ATI, as agreed in writing by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**Assessment Technologies Institute, LLC,
by its authorized representative:**

(Signature)

(Print Name)

(Title)

(Date)

**The College of the Florida Keys,
by its authorized representative:**

(Signature)

Dr. Brittany Snyder

(Print Name)

Executive Vice President and CFO

(Title)

(Date)