

**YAMAHA MARINE MAINTENANCE CERTIFICATION TESTING FEE
RENEWAL PROGRAM ADDENDUM**

This Yamaha Marine Maintenance Certification Testing Fee Renewal Program Addendum (this "Addendum") is made this 27 day of August, 2024 by and between Yamaha Motor Corporation, U.S.A., located at 1270 Chastain Rd., Kennesaw, GA (hereinafter referred to as "YMUS") and The College of the Florida Keys, located at 5901 College Road, Key West, FL 33040 (hereinafter referred to as "Technical School"). YMUS and Technical School each a "Party" and collectively the "Parties".

RECITALS

WHEREAS, the Parties entered into that certain Outboard Engine Training Program Agreement dated as of February 1st, 2016 (hereinafter referred to as "Agreement"); and

WHEREAS, the Parties have agreed to addend the Agreement since Technical School desires to continue participation in YMUS's Marine Maintenance Certification Testing Fee Renewal Program (hereinafter referred to as the "Program"); and

WHEREAS, Technical Schools' renewal date for the Program is currently October 11th, 2024 and will also include each subsequent one (1) year renewal date thereafter (each hereinafter referred to as "Renewal Date"), subject to II (D).

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. Addendum

(A) **Program Modules** (check all that apply): Technical School agrees to pay YMUS for access to the Program Modules that are checked below (collectively the "Program Modules") for access to Program Modules' training, tests and certification certificate (*certification certificate is only available if Technical School student passes the test with a score of 80% or above):

- (i) X Portable Engines Module training, test and certification certificate*;
- (ii) Midrange Engines Module training, test and certification certificate*;
- (iii) X Inline Engines Module training, test and certification certificate*;
- (iv) V Engines Module training, test and certification certificate*.

(B) **Cost.** Technical School agrees to pay YMUS a payment of Seven Hundred and Fifty Dollars (\$750.00) for each Program Module enrolled in by Technical School within sixty (60) days after each annual Renewal Date ("Due Date"). Failure of Technical School to pay by each annual Due Date shall result in Technical School's restricted access to Program Modules, until payment is made in full.

II. Miscellaneous

- (A) Effect of Addendum. Except as herein expressly amended, all terms, covenants and provisions of the Agreement are and shall remain in full force and effect, and all references therein to the "Agreement" shall henceforth refer to the Agreement as amended by this Addendum. This Addendum shall be deemed incorporated into, and a part of, the Agreement.
- (B) Complete Agreement. This Addendum, the Agreement and those documents expressly referred to herein and therein embody the complete agreement and understanding between the Parties and supersede and preempt any prior understanding, agreements or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way.
- (C) Addendum and Waiver. The provisions of this Addendum or the Agreement may be amended or waived only with the prior written consent of the Parties, and no course of conduct or failure or delay in enforcing the provision of this Addendum shall affect the validity, bonding or enforceability of this Addendum or the Agreement.
- (D) Termination of Addendum. Unless otherwise terminated as provided in this Addendum, this Addendum will continue in effect for a period of one (1) year from Renewal Date and shall then automatically renew for successive one (1) year terms, unless a Party elects to non-renew the Addendum by providing thirty (30) days prior written notice to the other Party.

The undersigned have executed this Addendum to the Agreement as of the day and year set forth above.

The College of the Florida Keys

Signature: _____

Print Name: Dr. Brittany Snyder

Title: Executive Vice President and CFO

Date Signed: _____

YAMAHA MOTOR CORPORATION, U.S.A.

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____