

ASSESSMENT SERVICE ORDER

I. The NRF Foundation enters this Assessment Service Order with Organization (as defined below) based on mutual consideration, the receipt and adequacy of which are acknowledged, and the parties agree to the following:

II. Assessments

Assessment Site name and location: _____ (“Organization”)

| <u>Type of Assessment (check all that apply)</u> | <u>Number Ordered</u> | <u>Assessment Price</u> |
|--|-----------------------|-------------------------|
| <input type="checkbox"/> Customer Service | _____ | \$ _____ |
| <input type="checkbox"/> Sales | _____ | \$ _____ |
| <input type="checkbox"/> Retail Management | _____ | \$ _____ |
| Subtotal: | _____ | \$ _____ |
| Affiliation Fee (if applicable): | | \$ _____ |
| TOTAL PRICE: | | \$ _____ |

III. Assessment Site Procedural Requirements

Organization agrees to serve as a site to administer the assessment(s) marked in Section II leading to the National Professional Certification offered by the NRF Foundation, Inc. (“NRFF”). Organization agrees that, immediately upon receipt, it will read the documents marked below and agrees to comply with all criteria and requirements outlined in each document.

- _____ Supervisor’s Manual
- _____ Site Technical Specifications
- _____ Certification Handbook
- _____ Computer Testing Center Manual
- _____ Other:
- _____
- _____

Further, Organization agrees to comply fully with all applicable federal, state, and local laws and regulations.

IV. Term

The term of this Assessment Service Order lasts one year from the start date of _____.

Signed below by the authorized representative of Organization:

Signed Printed Name Title Date

V. Grant of License; NRFF Ownership

NRFF grants to Organization a non-exclusive, non-transferable, revocable, limited license, subject at all times to review and approval by NRFF, to administer the assessment exam(s) and to use the NRFF (or its third-party contractor)-provided software, Supervisor's Manual, Site Technical Specifications, Certification Handbook, Computer Testing Center Manual, assessment candidate information, voucher information, site identification number(s), proctor identification number(s), user name(s), password(s), and any other NRFF-provided materials, ("Materials"). Organization shall not remove or alter any proprietary notices on any of the Materials. This license does not convey, transfer, or assign to Organization ownership or other rights, and NRFF shall retain all such rights with respect to the Materials and any other intellectual property right owned, possessed, or licensed by NRFF. Nothing in this grant of license shall be construed as restricting or preventing NRFF from entering into separate license agreements with other parties.

As between the two parties hereunder, the NRFF is the sole and exclusive owner of the Materials, and use by Organization under license from NRFF does not create any ownership rights in the Materials or any related records in any medium including, but not limited to, those concerning candidates. Organization accepts and acknowledges NRFF's ownership of the assessment, certification, and the Materials as well as NRFF's rights to license the Materials and will not, during the term of this Assessment Service Order or thereafter, challenge NRFF's or its third-party contractor's ownership rights on any basis including the basis that rights in the assessment, certification, software, Materials, or related records accrue to Organization by virtue of this Assessment Service Order. The provisions in this paragraph shall survive the expiration or termination of this Assessment Service Order.

VI. Price and Access to Assessment

Organization agrees to prepay NRFF the Total Price for all assessment exam(s) and repeat assessment exam(s) as indicated in Section II, nonrefundable except as expressly stated herein. Each assessment exam ranges in price from Fifty to Eighty Dollars, depending on the type of assessment. Each repeat assessment is Thirty dollars. A candidate may repeat an assessment exam until s/he passes. In addition, any Organization that wants to be an established assessment provider site must pay NRFF an affiliation fee of Two Hundred Fifty Dollars.

For each assessment exam, Organization will charge and collect from each candidate a fee between Fifty Dollars and Eighty Dollars and for each repeat assessment a fee of Thirty Dollars in addition to the site fee of Twenty Dollars. At Organization's sole option, Organization may waive the assessment fee, the repeat assessment fee, and/or the site fee for any candidate.

Once the Total Price is paid to NRFF, NRFF will: (i) issue a number of vouchers with an identification number to Organization equal to the number of assessments orders in Section II which will be returned to NRFF prior each assessment taken; and (ii) issue a proctor identification number as well as user names and passwords required for each assessment and repeat exam. Each user name and password is only active for one assessment. Organization may exchange vouchers for Customer Service with Sales assessments and vice versa; in no event will Organization exchange any assessment voucher with the Retail Management voucher.

In no event shall Organization disclose the voucher identification number, site identification number, proctor identification number, user name, or password except to Organization's candidates taking the assessment, nor will Organization permit anyone to disclose such information. If Organization learns of any disclosure prohibited by this paragraph, Organization agrees that it will immediately notify NRFF and will cooperate with any investigation by NRFF. Organization acknowledges that voucher identification number, proctor identification number, site identification number, user names, and passwords are Confidential Information and any disclosure not provided herein will constitute material breach of this Assessment Service Order.

VII. Termination

Either party may terminate this Assessment Service Order with thirty (30) days prior, written notice to the other. Except for termination of this Assessment Service Order by Organization for a material breach by NRFF, termination of this Assessment Service Order by either party will not reduce, discharge, or eliminate Organization's obligations to pay the Total Price listed on page one and termination will not result in a refund for any amounts paid by Organization. The parties acknowledge that such amounts retained after termination are a fair and reasonable estimate of the damages that NRFF would sustain and such damages are difficult to fully ascertain at the time that this Assessment Service Order is executed. Upon termination, Organization will immediately return to NRFF all Materials, and work product related to the assessment and certification regardless of the media or format. For electronic Materials, after forwarding such Materials to the NRFF, Organization will destroy all electronic versions of assessment and certification-related Materials. Organization agrees to sign a certification that it has returned and/or destroyed all NRFF Materials at NRFF's request. Termination shall not relieve either party of its obligations that accrued prior to termination.

VIII. Reporting; Audit

Organization agrees to provide NRFF on a monthly basis a report of assessment volume including all candidate names, testing dates, retesting dates (if any), the amount of fees collected for each assessment including repeat exams, and any technical or procedural problems experienced. For a minimum period of five years, Organization agrees to maintain the following records in accurate and reasonably good order: the number of candidates, all candidate names and outcomes

of their assessments, number of certifications awarded, and amounts collected from each candidate.

At any time with reasonable notice, NRFF or its designee may conduct an audit of the records kept by Organization related to assessments, certifications, and repeat assessments, and Organization agrees to provide NRFF with access to such records. In the event that there is a discrepancy of 3% or greater in amounts due to NRFF according to NRFF's records and Organization's records or in the event that Organization's records are not kept in accordance with this Section VIII, Organization agrees to pay the cost of the audit. Any shortfall in amounts due to NRFF shall be due immediately, and if not paid within fourteen (14) calendar days, unpaid amounts shall accrue interest at a rate of 1.5% per month or the maximum allowed by law. In addition, NRFF may terminate this Assessment Service Order and pursue other available remedies. The provisions of this Section shall survive the expiration or termination of this Assessment Service Order.

IX. Warranties

Organization warrants that it will provide all assessments and related services in a timely and workmanlike manner in accordance with the guidelines set forth by NRFF and all applicable laws. Furthermore, Organization will implement reasonable safeguards to maintain the confidentiality of Confidential Information (as described in Section XI). The provisions of this Section shall survive the expiration or termination of this Assessment Service Order.

X. Indemnification

Organization agrees to indemnify and hold harmless the NRFF, its officers, directors, affiliates, employees, and agents from and against all claims, liabilities, and judgments resulting from its negligent or intentional acts or omissions or its breach of this Assessment Service Order or requirements of any of the Materials by Organization, its employees or agents.

EXCEPT FOR THE INDEMNIFICATION PROVISIONS HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, REGARDLESS OF THE BASIS FOR THE CLAIM AND WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The provisions of this Section X shall survive the expiration or termination of this Assessment Service Order.

XI. Confidentiality

Organization acknowledges and agrees that NRFF is the sole owner of all right, title, and interest in and to NRFF's assessment, information, property and Materials used, prepared and/or developed under this Assessment Service Order including, but not limited to, NRFF's trademarks, logos, and certain copyrighted materials for which a limited license is granted to Organization hereunder for the sole purpose of performing under this Assessment Service Order.

In addition, Organization will respect and maintain the confidentiality of the NRFF's Confidential Information (as defined below), and neither Organization nor its subcontractors, employees, or agents shall use or divulge or cause to be used or divulged, NRFF's Confidential Information or proprietary property without the express, written authorization of NRFF. "Confidential Information" includes any NRFF information that Organization knows or should-know is confidential, including, but not limited to, the assessment and any part or process thereof, candidate information, Materials, trade secrets, business processes and plans, and finances.

Any violation of this Section XI shall result in NRFF's right to immediately terminate this Assessment Service Order in addition to NRFF's right to pursue all other available remedies. The provisions of this Section shall survive the expiration or termination of this Assessment Service Order.

XII. Press Releases

Organization agrees to cooperate with NRFF's efforts to promote the assessment and certification which may include taking photographs, issuing press releases, making videos, and other forms of communication.

XIII. Miscellaneous

This Assessment Service Order constitutes the entire agreement with regard to the subject matter hereof and supersedes all prior written or oral agreements and understandings. This Assessment Service Order may not be amended or changed except by a written agreement signed by both parties. If any term, provision, covenant, or restriction of this Agreement is invalid or unenforceable, the remainder of this Assessment Service Order shall be fully valid and enforceable to the maximum extent consistent with applicable law. No waiver of any breach of this Assessment Service Order shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Assessment Service Order. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. Organization may not assign its rights or obligations under this Assessment Service Order without the prior, written consent of the NRFF. If Organization assigns this Assessment Service Order, this Assessment Service Order shall be voidable at NRFF's sole option. This Assessment Service Order shall inure to the benefit of and be binding upon the parties and their successors and permitted assigns. This Assessment Service Order shall be governed by and interpreted in accordance with the laws of the District of Columbia, without regard to conflict of laws principles, and all disputes shall be resolved therein. The parties agree that any dispute concerning this Assessment Service Order shall be submitted first to the senior officers of each party. In the event that any dispute is not resolved by such process, each party agrees to submit to the personal jurisdiction of the federal and local courts of the District of Columbia. The provisions of this Section XIII shall survive the expiration or termination of this Assessment Service Order.