

**NRF FOUNDATION  
NRF UNIVERSITY WIRED COURSE ORDER FORM**

<b>Organization Name:</b>			
<b>Organization's Address:</b>	Street	City	Zip Code
<b>Organization Contact:</b>	State	Country	
<b>Organization Type</b>			
<b>Term:</b>	Effective Date	End Date	

This Course Order Form is entered into by and between Organization (defined above) and NRF Foundation. The **"Agreement"** consists of this Course Order Form and the attached Terms and Conditions.

**1. NRF UNIVERSITY COURSES.** NRF Foundation manages NRF University *wired* ("**NRF University**"), a web based educational portal that provides (a) certain training and educational courses, programs, tests, and other content for students and others in the retail profession and related industries and in educational and other institutions, and (b) access to the Learning Management System (the "**LMS**") to track data and access reports. Organization hereby licenses the following NRF University courses and any accompanying documentation (each a "**Course**", collectively the "**Courseware**"), as such Courseware may be updated by NRF Foundation from time to time, pursuant to this Agreement. NRF Foundation will provide Organization with one (1) "supervisor" userid that can access the LMS, and the appropriate number of "student" userids, based on the applicable number of End Users for which the corresponding License Fees have been paid (as set forth in the table below).

Course #	Course Name	# End Users (# / unlimited)	License Fees	
			Per End User (if applicable)	Total
			USD	USD

(Attach a page listing any additional courses)

NRFF's receipt of full payment of all License Fees by the Effective Date is a condition precedent to NRFF's obligation to grant the License described herein. Organization shall be responsible for payment, and any recovery of all sales, use, excise, value-added, services, consumption or other taxes and duties applicable to this Agreement. All amounts received for the Courseware are nonrefundable. Once funds are received, Courses will be available for access on NRF University. Unless otherwise provided, course subscriptions are valid for one year from the date this Course Order Form is signed.

**2. PERMITTED USES.** Organization shall be permitted to use the Licensed Materials (as defined in the Terms and Conditions) only as follows (the "**Permitted Uses**"). Check all items below that apply.

- Organization (regardless of Organization Type) may allow access to the Licensed Materials as standalone course(s) to (i) Organization's employees, subcontractors or agents; (ii) students enrolled in an educational program through Organization; or (iii) Organization's customers (collectively, the "**End Users**"), at no additional charge or for a fee, for such End Users' personal benefit; and
  - Organization may also allow its End Users access to the Licensed Materials as part of a packaged offering, at no additional charge or for a fee, for such End Users' personal benefit, provided that in no event shall Organization modify the Licensed Materials in any manner.
- Organization has caused its duly authorized representative to execute this Agreement as of the Effective Date.

\_\_\_\_\_ (Organization)

By \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

# TERMS AND CONDITIONS

## 1. LICENSE AND USE RESTRICTIONS

A. Conditioned upon NRF Foundation's receipt of full payment of the License Fees by the Effective Date, NRF Foundation hereby grants to Organization a limited, nonexclusive, nontransferable license to connect via the Internet to, and to access, NRF University and the Courseware (the "**Licensed Materials**") for the Permitted Use and by the number of End Users for which the corresponding License Fee has been paid (the "**License**"). Organization shall not remove or alter any proprietary notices on any of the Licensed Materials. The copyrights, patent rights, trade secrets, trademarks, service marks, trade names and all other intellectual property rights in and to the Licensed Materials and any other materials related to the Licensed Materials are and shall be the exclusive property of NRF Foundation. All rights not expressly granted to Organization herein are hereby reserved by NRF Foundation. The Licensed Materials constitute the proprietary property of NRF Foundation or its licensors and certain portions of the Licensed Materials are confidential. Organization agrees to take all reasonable steps to protect the Licensed Material from unauthorized disclosure or use, including but not limited to promulgating and enforcing policies and procedures for use by the End Users in accordance with this Agreement.

B. Unless as expressly set forth as a Permitted Use, Organization shall not (and shall not permit any End User to) (1) use, publicly display, modify, copy, transfer or create derivative works based on the Licensed Materials; (2) rent, lease, sublicense, assign, loan, sell, or distribute the Licensed Materials or any part thereof; (3) disassemble, decrypt, extract, decompile, or otherwise reverse engineer the Licensed Materials; (4) access the Courseware in order to (a) build a competitive product or service, (b) build a product or service using similar ideas, features, functions or graphics of the Licensed Materials, or (c) copy any ideas, features, functions or graphics of the Licensed Materials, or (5) directly or indirectly, export the Licensed Materials or direct products therefrom. Organization shall comply with the security policies of NRF University, and other commercially reasonable guidelines released by NRF Foundation from time to time (e.g., terms of service or privacy policy). Organization shall not, and will not authorize its End Users or other third parties to engage in activities prohibited by NRF Foundation, including but not limited to: (1) intentionally accessing data not intended for Organization's use, (2) attempting to probe, scan, or test the vulnerability of NRF University, or (3) taking any action in order to obtain Courseware to which Organization is not entitled.

## 2. WARRANTY AND DISCLAIMER

THE LICENSED MATERIALS ARE PROVIDED TO ORGANIZATION "AS IS." ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. NRF Foundation shall not be liable for any third party advertising, offer, information, data, content or link of any nature or for any content, information, data, or services that Organization obtains as a result thereof. All links within NRF University are provided solely for the convenience of End Users and do not constitute NRF Foundation's sponsorship. The Licensed Materials are not designed for use in connection with all computer systems, configurations, or all World Wide Web "Browser" software versions. NRF Foundation does not warrant or guarantee continuous, uninterrupted, or secure access to the Licensed Materials or that any particular Licensed Material will be available during the entire term of this Agreement. Organization shall be responsible for maintaining all computer hardware, software and Internet connections (public or private) required to access the Licensed Materials.

## 3. LIMITATION OF LIABILITY

Notwithstanding anything herein to the contrary, if Organization or anyone claiming under or through Organization should make any claim against NRF Foundation, its directors, officers, employees, agents, representatives, affiliates (including the National Retail Federation), licensors or suppliers (collectively, the "**NRF Foundation Persons**") arising out of, resulting from or in any way connected with this Agreement (including, without limitation, for breach of contract, breach of warranty, breach of any indemnity or any tort claim), the NRF Foundation Persons' liability under any theory of liability, shall not exceed the License Fees paid by Organization to NRF Foundation for the Course that is the subject matter of the claim during the twelve (12) months preceding the claim. In no event will either party, including (without limitation) the NRF Foundation Persons, be liable for any lost profits or revenues, loss of business, loss of use, loss of data, lost savings or any consequential, special, incidental, indirect, exemplary or punitive damages,

even if such party has been advised of the possibility of such damages. THE FOREGOING LIMITATIONS ON LIABILITY SHALL NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5, OR TO ORGANIZATION'S BREACH OF THE LICENSE, USE, AND CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 1.

## 4. INDEMNIFICATION

A. If Organization breaches this Agreement by infringing or in any way causing the infringement of any intellectual property rights of NRF Foundation, Organization agrees to fully indemnify NRF Foundation Persons.

B. NRF Foundation will defend or settle at its option and expense any legal proceeding brought against Organization, to the extent that it is based on a claim that the Licensed Materials directly infringes a copyright or a patent, and will pay all damages and costs awarded by a court of final appeal attributable to such claim, provided that Retailer: (i) gives written notice of the claim promptly to NRF Foundation; (ii) gives NRF Foundation sole control of the defense and settlement of the claim; (iii) provides to NRF Foundation all available information and assistance; and (iv) has not compromised or settled such claim. If any Licensed Material is found to infringe, or in NRF Foundation's opinion is likely to be found to infringe, NRF Foundation may elect to: (i) obtain for Organization the right to use such Licensed Material, or (ii) replace or modify the Licensed Material so that it becomes noninfringing. NRF Foundation has no obligation under this Section 4 for any claim that results from the modification of Licensed Materials. This Section 9.B states the entire liability of NRF Foundation and the exclusive remedies of Organization for claims of infringement.

## 5. TERMINATION

This Agreement may be terminated by either party immediately upon written notice to the other party if the other party materially breaches any of its obligations under this Agreement and fails to cure such breach within thirty (30) days following written notice to such party. Any terms and conditions of this Agreement which by their nature should survive shall remain in effect after termination or expiration hereof. Notwithstanding, NRF Foundation may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the Organization.

## 6. LAW AND DISPUTES

Any controversy, claim, or dispute arising out of or related to this Agreement, or the breach or alleged breach hereof, the remedy for which is not otherwise set out in this Agreement, that cannot be resolved through informal dispute resolution between the parties, shall be submitted by the parties to binding arbitration by the American Arbitration Association in Washington D.C. in accordance with District of Columbia Law then in effect. Nothing in this Agreement shall prevent either party from seeking injunctive relief (or any other provisional remedy or equitable relief) from any court having jurisdiction over the parties and the subject matter of the dispute to protect any of their respective rights.

## 7. PUBLICITY

The parties may issue one or more mutually agreed upon press releases at mutually agreed upon times. NRF Foundation may include Organization's name in a list of its customers.

## 8. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties related to the License and supersedes all prior written or oral communications between the parties relating to the subject matter of this Agreement. This Agreement may be modified or amended solely in a writing signed by an authorized representative of each party. Nothing contained in this Agreement shall create an agency relationship. NRF's performance shall be excused to the extent that performance is delayed or prevented by any reason beyond the control of the nonperforming party. The provisions of this Agreement will be deemed severable, and the invalidity or unenforceability of any one or more provisions will not affect the validity or enforceability of any other provisions. No failure or delay by either party in exercising any right, power or remedy hereunder will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this Agreement. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. Organization may not assign or otherwise transfer any right or obligation set forth in this Agreement except as expressly set forth herein. Any purported assignment in violation of the preceding sentence will be void and of no effect. This Agreement will be binding upon the parties' respective successors and permitted assigns.