

Wonderlic Strategic Alliance Agreement

This Wonderlic Strategic Alliance Agreement ("Agreement") by and between Wonderlic, Inc., an Illinois corporation, with its principal offices at 1795 N. Butterfield Road, Libertyville, IL 60048 ("Wonderlic") and _____, a _____ corporation, with its principal offices at _____ ("Affiliate").

WHEREAS, Wonderlic provides products and services ("Services") in the area of human resources consulting; and
WHEREAS, Wonderlic and Affiliate desire to enter into an arrangement under which Affiliate will resell the Services;
NOW THEREFORE, in consideration of the promises and the mutual agreements contained herein, the parties agree as follows:

1. LIMITED LICENSE.

Wonderlic hereby grants _____ ("Affiliate") a limited and non-exclusive license to sell Wonderlic services and products ("Services") as described in this Agreement. This limited license shall be come effective on _____ ("Effective Date") and be subject to the terms and conditions herein.

2. RELATIONSHIPS.

- a) Affiliate is an independent contractor engaged in purchasing Services for resale to its customers. Affiliate is not an agent or legal representative of Wonderlic for any purpose, and has no authority to act for, bind or commit Wonderlic. Affiliate has no authority to make any commitment on behalf of Wonderlic. Affiliate has no authority to modify the warranties offered in conjunction with the Services. Such warranties are specified on the Wonderlic invoice's Terms and Conditions. Affiliate will indemnify, defend and hold Wonderlic harmless against all claims, liabilities, demands, damages or expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any modified warranty or any other commitment by Affiliate that is not specifically authorized in writing by Wonderlic.
- b) Affiliate will not represent itself in anyway that implies Affiliate is an agent or branch of Wonderlic. Affiliate will immediately change or discontinue any representation or business practice found to be misleading or deceptive by Wonderlic. Notwithstanding anything to the contrary herein, Affiliate may represent that it is affiliate of Wonderlic.
- c) Affiliate will provide Wonderlic with advance opportunity to review and modify any written descriptions and representations regarding Wonderlic Services made by Affiliate.
- d) Affiliate warrants that it has verified that all of its employees have proper authorization to work in the United States. Affiliate will indemnify, defend and hold Wonderlic harmless against all claims, liabilities, demands, damages or expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any breach of this warranty.

3. TERM.

The term ("Term") of this Agreement is twelve (12) months from the Effective Date. This Agreement shall automatically renew each Term for an additional one (1) year Term, unless it is terminated in accordance with the terms of this Agreement. Wonderlic or Affiliate may terminate this Agreement without cause at anytime upon thirty (30) days' written notice or with cause upon five (5) days' written notice, except that neither the termination or expiration of this Agreement shall release either party from any obligation which has accrued as of the final date of this Agreement.

4. MODIFICATIONS.

This Agreement may be modified or amended only by a written amendment specifically referencing this Agreement and signed by both parties.

5. PAYMENTS.

Affiliate will purchase Services at the prices designated herein or on any Schedule. Payments will be made as invoiced by Wonderlic. Affiliate may resell Wonderlic Services at any price Affiliate deems appropriate.

6. INTELLECTUAL PROPERTY.

No right or license is granted by Wonderlic to Affiliate to use the trademarks except as they appear on the Services distributed by Affiliate or as otherwise expressly permitted herein.

- a) Affiliate will be permitted to use the Wonderlic's trademarks in promoting and advertising the Services;
- b) Affiliate will not, by act or omission, depreciate the value of the goodwill attaching to Wonderlic's trademarks;
- c) Affiliate will not distribute the Services under any mark other than the applicable Wonderlic trademarks;
- d) Affiliate will not, use, adopt or register any trademarks, service marks, logos or other commercial symbol which are identical to, conflict with or are confusingly similar to the Wonderlic trademarks;
- e) Title to the Wonderlic's intellectual property will at all times remain with Wonderlic. No rights or licenses are granted other than those expressly set forth in this Agreement. Affiliate will not infringe on, or engage in any unauthorized use of, such intellectual property rights; or
- f) Affiliate will take all reasonable actions to protect the right, title and interest of Wonderlic in the Wonderlic trademarks and the other intellectual property rights in the Services. Affiliate will immediately report to Wonderlic any infringement or unauthorized use of, or challenge to, any of the Wonderlic trademarks or other intellectual property rights of Wonderlic of which Affiliate becomes aware.

7. ADDITIONAL AFFILIATE COVENANTS.

Affiliate will:

- (a) Not employ illegal or unethical practices in representing, promoting, marketing, distributing and providing the Services;
- (b) Distribute the Services in a manner intended to preserve and enhance the reputation of Wonderlic as a provider of quality Services;
- (c) Carry out its obligations hereunder in accordance with the laws where such obligations will be performed;
- (d) Adhere to high professional and ethical standards in distributing and providing the Services and otherwise carrying out its obligations hereunder;
- (e) Not copy, modify, alter, translate, or adapt the Services whatsoever except as expressly permitted by this Agreement; or
- (f) Not make or provide any warranty, condition or representation on behalf of Wonderlic except as expressly authorized by Wonderlic.

8. LIMITATION OF LIABILITY.

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR LOST PROFITS, LOST BUSINESS REVENUE, LOST SAVINGS OR OTHER ECONOMIC LOSS OF ANY KIND OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TERMINATION OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. EXCEPT IN THE CASE OF INTELLECTUAL PROPERTY VIOLATIONS, IN NO EVENT WILL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL DOLLAR AMOUNT RECEIVED BY WONDERLIC PURSUANT TO THIS AGREEMENT.

9. FORCE MAJEURE.

Neither party shall be liable for delay in performance or nonperformance of this Agreement directly or indirectly resulting from matters beyond that party's reasonable control, including, without limitation, fire, explosion, accident, flood, labor trouble or stoppage, any regulation, rule or act promulgated by any governmental agency, inability to obtain or shortage of suitable software, material, components, parts, equipment, machinery, fuel, power, transportation, or acts of God.

10. CONFIDENTIAL INFORMATION.

Wonderlic and Affiliate in the course of their negotiations and performance of this Agreement may be handling financial, accounting, statistical, personnel, and other business data proprietary to each other. All such data is confidential, proprietary and the sole property of the disclosing party, and shall not be released to any third party except as reasonably contemplated by this Agreement.

11. APPLICABLE LAW.

This Agreement shall be governed and interpreted according to the laws of the state of Illinois and the parties agree to submit to the jurisdiction of the Illinois courts.

12. FINAL AGREEMENT.

In the event that there are any conflicting terms or conditions between this Agreement and any Schedule, the terms and conditions of the Schedule that is executed by both parties shall control. In the event any provision contained in this Agreement is for any reason held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be then construed as if the unenforceable provision or provisions had never been included in this Agreement. The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, shall not constitute an Agreement to waive such terms with respect to any other occurrences. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services described herein, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Neither party shall be bound by any agent's or employee's representations, promises or inducements not set forth herein. Paragraphs 2, 3, 5, 6, 7, 8, 9, 10, 11 and 12 will survive termination of this Agreement.

WONDERLIC, INC.

AFFILIATE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date _____