

PROFESSIONAL TESTING SERVICES AGREEMENT

This Professional Testing Services Agreement (“Agreement”) is made and entered into as of May 12th, 2025, by and between:

Client (“Everblue”)

JCN Partners, Inc dba Everblue
8720 Camberly Rd
Huntersville, NC 28078

AND

Testing Center (“Testing Center”)

College of the Florida Keys
5901 College Road
Key West, FL 33040

Everblue and Testing Center are collectively referred to as the “Parties” and individually as a “Party.”

1. Scope of Services

Testing Center agrees to provide the following testing services to Everblue

- Everblue has developed internet-based (IBT) license exams for the Florida Department of Agriculture and Consumer Services (FDACS), which are to be administered to candidates at the Testing Center’s facility via web browser.
- Exams will be administered in accordance with FDACS’ requirements and Everblue’s Test Center Administration Guide.
- Most exams will be 2 hours in length, with some as short as 1 hour and a few extending to 3 or 4 hours.
- Everblue will grant the Testing Center access to the IBT system for the sole purpose of administering these exams, providing necessary usernames and passwords for authorized test center administrators (TCAs).
- Everblue will provide technical assistance and all necessary instructions, including any required lockdown browser protocols.
- Everblue will conduct training for all proctors and TCAs on exam protocols prior to the launch of testing services, with training to be completed before July 1, 2025.
- The Testing Center agrees to maintain all equipment and facilities in compliance with Everblue’s requirements and ADA standards, ensuring a secure and accessible testing environment.

2. Test Center Responsibilities

- The Testing Center shall ensure the confidentiality and security of all Everblue test content and candidate data.
- The testing room must be enclosed, free from through-traffic, and arranged to prevent candidates from viewing each other’s screens.
- Secure storage for candidates’ personal belongings must be provided.
- All TCAs must be at least 18 years old, employed as permanent staff, and must complete Everblue’s training before administering exams.
- The Testing Center will institute and maintain all security procedures as instructed by Everblue and immediately report any security breaches or attempted cheating.
- The Testing Center will use candidate data solely for the purposes of fulfilling obligations under this Agreement and will not use, disclose, or sell such data for any other purpose.

3. Payment Terms

- Everblue will pay the Testing Center a flat fee of \$27 per exam delivered.
- Everblue will collect payment from exam candidates and remit payment to the Client on a monthly basis.
- Everblue will pay any third-party registration vendor (e.g., RegisterBlast) separately and such fees are not included in the payment to the Testing Center.
- Everblue will collect and disburse funds to FDACS separately and such transactions are not the responsibility of the Testing Center.

4. Compliance and Data Privacy

- Everblue and the Testing Center shall comply with the Family Educational Rights and Privacy Act (FERPA) in the handling of all candidate data.
- The Testing Center will use candidate information only for the purposes of administering exams and will not use or disclose such information for any other purpose without Everblue's prior written consent.

5. Term of Agreement

This Agreement shall commence on the Effective Date and continue until terminated in accordance with Section 9 below.

6. Confidentiality

Each Party agrees to maintain the confidentiality of any proprietary or confidential information received in connection with this Agreement for a period of [insert duration] after termination.

7. Intellectual Property Rights

All Everblue exams, software, and related materials remain the exclusive property of Everblue. The Testing Center receives a non-exclusive, non-transferable license to use such materials solely for the purposes of this Agreement.

8. Warranties and Representations

Each Party represents that it has the necessary qualifications and authority to enter into and perform this Agreement. Everblue will provide services with reasonable skill and care in accordance with industry standards.

9. Limitation of Liability

Except in cases of willful misconduct or gross negligence, each Party's liability under this Agreement is limited to the total amount paid for services rendered. Neither Party shall be liable for indirect or consequential damages.

10. Indemnification

Each Party agrees to indemnify and hold harmless the other from any claims, damages, or expenses arising from its own breach of this Agreement or violation of applicable law.

11. Termination

- Either Party may terminate this Agreement for convenience with 30 days written notice.
- Either Party may terminate for cause if the other Party breaches a material term and fails to cure such breach within 15 days after written notice.
- Upon termination, the Testing Center will be paid for all services rendered up to the termination date.

12. Force Majeure

Neither Party shall be liable for failure or delay in performance due to causes beyond their reasonable control.

13. Dispute Resolution

The Parties will attempt to resolve disputes through informal negotiation. If unresolved, disputes may be submitted to mediation or binding arbitration in accordance with Florida law¹.

14. Miscellaneous Provisions

- This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements.
- Amendments must be in writing and signed by both Parties.
- **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- If any provision is held invalid, the remainder shall remain in effect.
- Neither Party may assign this Agreement without the other's written consent¹.

15. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

For Testing Center:

Signature: _____

Name: _____

Title: _____

Date: _____

For Everblue:



Chris Boggiano

President

April 21, 2025