

MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (this “Subscription”) is entered into effective as of the last date set forth on the signature page (the “Effective Date”) by and between **NORTHWEST EVALUATION ASSOCIATION**, an Oregon nonprofit corporation (“NWEA”), and the school or school district or other similar entity on the signature page (“Subscriber”). The term “Subscriber” shall also refer to a school or group of schools forming an educational entity or any individual persons using or accessing the NWEA Program (as defined in Section 1 below) on behalf of the school or school district.

NWEA is a nonprofit corporation that provides certain assessments, reporting, professional development, and other services, commonly referred to as the NWEA Program(s) (collectively, the “Services”), to schools, school districts, and other similar entities such as the Subscriber. The parties agree as follows:

1. **Subscription.** Subscriber affirms its subscription to the Services listed in Schedule A for the term specified (the “Term”). In connection with this Subscription, NWEA will grant to Subscriber a limited license to use the NWEA Program (as defined below) and related materials that implement the delivery of the NWEA Program and Services. Schedule A is provided as a separate attachment to the same email that this Subscription agreement is sent from¹.

2. **Definition.** For purposes of this Subscription, the software and materials constituting the “NWEA Program” shall be the MAP[®] assessment system, and/or Skills Pointer, and/or Children’s Progress Academic Assessment, their underlying software, reports, DesCartes learning statements, test items, TestTaker software (if a Client Server MAP Subscriber), professional development training, and/or other NWEA products and services if included in Schedule A. Supplemental terms for these products and services may be found here <http://www.nwea.org/supplementalterms>.

3. **Grant of License.** NWEA hereby grants to Subscriber a nonexclusive, nontransferable license to access, use, display, and install or download a copy, as needed, of the NWEA Program for Subscriber’s internal use only for the Term of this Subscription. This Subscription extends only to the quantity of licenses indicated on Schedule A. This

¹ If Subscriber is renewing through NWEA’s Online Account Renewal Process, Subscriber shall receive a confirmation page listing the Services renewed and Services added (if any) instead of a Schedule A. For the purposes of this Subscription, this confirmation page shall serve as Subscriber’s Schedule A.

Subscription is also limited to a maximum of three test events and one summer administration for each license per academic year.

4. **Protection from Unauthorized Use or Access.** Subscriber shall not (a) copy (other than once for back-up purposes), distribute, transfer, rent, lease, or sublicense any or all of the NWEA Program or any accompanying materials; (b) permit use of the NWEA Program by anyone not employed or in contract with Subscriber; (c) modify, adapt, translate, reverse engineer, decompile, or disassemble the NWEA Program and accompanying software; (d) remove any proprietary notices or labels on the NWEA Program; (e) use the NWEA Program in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, distribution of, or rights in, a content file or other work protected by the copyright laws of any jurisdiction. Subscriber shall reproduce all copyright notices and all other legends of ownership on each copy, or partial copy, of the NWEA Program. If Subscriber installs a newer or upgraded version of the NWEA Program, it may not use the prior version of the NWEA Program from which it upgraded or transfer it to another party. Subscriber shall ensure that anyone who uses the NWEA Program (accessed either locally or remotely) does so only for Subscriber’s authorized use and complies with the terms of this Subscription. NWEA also provides its NWEA Program to Subscriber pursuant to a subscription and/or license with third party vendors. Subscriber acknowledges that it shall abide by the use restrictions under such subscription and/or licenses, as amended from time to time.

5. **Ownership.** The NWEA Program and software are owned by NWEA and is copyrighted and licensed, not sold to Subscriber. All rights, title, and interest in the NWEA Program, all copies, and all updates, enhancements, modifications, and improvements, along with all intellectual property rights related thereto, shall remain with NWEA. The NWEA Program and all updates, modifications, and improvements are protected by United States and

international copyright laws and treaties, as well as other intellectual property laws. Subscriber is not granted any license to use any of NWEA's trade or service marks and NWEA retains all right, title, and interest in its trade and service marks. Subscriber agrees that NWEA may use, without restriction or royalty obligation, any comments, suggestions, or contributions provided by Subscriber with respect to the NWEA Program during the course of its use, and Subscriber, by this Subscription, grants and assigns to NWEA any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions or contributions.

6. **Confidential Information.** Subscriber acknowledges that all test items, underlying ideas, algorithms, , and methods of operation that comprise the NWEA Program, are confidential and contain trade secrets (collectively referred to as "NWEA Confidential Information"), and Subscriber shall respect such confidentiality, and shall use its best efforts to keep all such information confidential. To the extent permitted by law, Subscriber agrees not to use, disclose, or distribute any NWEA Confidential Information, directly or indirectly, without the prior written consent of NWEA, except Subscriber shall be authorized to disclose NWEA Confidential Information to Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure. Both NWEA and Subscriber acknowledge that this obligation shall survive the termination of this Subscription.

7. **Student Information.** Subscriber shall have in place a policy to address student assessment and the use of, and access to, confidential student information ("Student Information") and is responsible for configuring roles based access to Student Information in the NWEA Program in accordance with its policy. NWEA and Subscriber acknowledge that NWEA may have access to Subscriber's Student Information. NWEA agrees to respect such confidentiality and implement policies and practices to keep such information confidential. NWEA shall not disclose any Student Information regarding Subscriber's students or their families that NWEA may learn or obtain during the course of its performance under this Subscription without the written consent of Subscriber. Absent reckless or intentional acts or omissions by NWEA, in no event shall NWEA be liable for any disclosure of Student Information. Subscriber is solely responsible for ensuring the security and availability of Subscriber's own computers, computer networks, and internet connections, including security patches, choice of browser, and browser configuration settings to be used with the NWEA Program, email, and other transmissions. Subscriber acknowledges that its

designated Systems Administrator controls the access and security points of the NWEA Program and may designate additional administrators with similar privileges. Subscriber must refer to the appropriate NWEA Program documentation for system and browser requirements and security and configuration settings. To receive the best service possible, Subscriber grants permission to NWEA to transfer Student Information to its contractors that have executed confidentiality agreements, for the sole purpose of maintaining, supporting and troubleshooting the NWEA Program.

8. **FERPA.** NWEA shall maintain Student Information for and on behalf of Subscriber – in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1) – for the primary purpose of providing assessment and research services pursuant to this Subscription. NWEA may itself, through its own employees or employees of contractors, use the Student Information to conduct assessment and research activities, including, but not limited to, longitudinal studies, alignment studies, norming studies and the Growth Research Database ("GRD") for the benefit of Subscriber and/or for the collective benefit of multiple Subscribers. Personally identifiable information ("PII") derived from Student Information provided to NWEA may be disclosed only to NWEA employees or employees of contractors who have a legitimate educational interest in maintaining, organizing, or analyzing the data for uses authorized in this Subscription. In its annual notice to parents² under FERPA, Subscriber shall indicate that (a) Student Information shall be maintained in part on behalf of Subscriber by NWEA and its contractors in order to provide assessment and research services to Subscriber; (b) NWEA employees and employees of NWEA's contractors shall be deemed school officials for the purpose of access to PII derived from Student Information only if they have a legitimate interest in maintaining, organizing, or analyzing the data for assessment and research purposes under this Subscription; and (c) PII derived from student education records and maintained by NWEA shall not be further disclosed to third parties, except as allowed by FERPA and authorized by Subscriber or by this Subscription agreement. Subscriber is responsible for any notices to parents required under FERPA and for providing parents/guardians with an opportunity to inspect and challenge the contents of the student records in question.

²Under FERPA, whenever a student has attained 18 years of age (or is attending a postsecondary institution), the consents required of, and the rights accorded to, parents shall thereafter only be required of, or accorded to, the student. References to "parent(s)" in this Subscription shall be deemed to apply to such a student.

9. **Research.** Subscriber authorizes NWEA to use the Student Information for research purposes, including but not limited to, norming studies, longitudinal, or alignment studies, provided that the data are handled in a manner that protects student anonymity. In addition, NWEA is authorized to use the Student Information in the GRD maintained by NWEA, which houses Subscriber's test data for each student in a secure database for legitimate educational research purposes.

9.1 The authorization for use of Student Information is effective from the date when Subscriber first subscribed to the NWEA Program and services. Both NWEA and Subscriber acknowledge that the permissions and obligations expressed in this Subscription shall survive the termination or expiration of this Subscription and any renewals. NWEA shall maintain all Student Information derived under this Subscription, allowing Subscriber to continue to access the data in NWEA-augmented reporting form, including norms and learning statements.

9.2 NWEA shall notify Subscriber of written third party requests for disclosures of PII from Student Information. Subscriber alone may authorize actual disclosures of such information to third party organizations, and Subscriber shall be responsible for maintaining a record of the request or disclosure with the records of each student and providing the record to parents upon request, as required by 34 CFR 99.32. If Subscriber authorizes a disclosure under this Section 9.2 for a study to improve instruction, it shall authorize NWEA to enter into the required agreement with the third party organization on its behalf, consistent with 34 CFR 99.31(a)(6)(i)(C).

10. **Subscriber Information.** Subscriber hereby permits NWEA to use information regarding its schools or district (other than Student Information) to perform its obligations hereunder and to include such information in the GRD, to be used and disclosed to internal and external researchers that have executed confidentiality agreements. However, NWEA shall seek permission from Subscriber before including such information that is identifiable to the school or district in any publication. This permission shall survive termination or expiration of this Subscription.

11. **Protection.** The NWEA Program may contain mechanical or electronic methods to prevent unauthorized use or distribution of the NWEA Program. Subscriber shall not disable or circumvent such control devices.

12. **Fees and Taxes.** Subscriber agrees to pay the fees for the Subscription to the Services as set

forth in Schedule A during the Term. Subscriber shall be solely responsible for any personal property taxes or local licensing fees resulting from Subscriber's agreement under this Subscription or in connection with NWEA's delivery of Services under this Subscription.

13. **Billing and Payment.** Subscriber agrees to pay NWEA in accordance with Schedule A. Subscriber shall use its best efforts to determine the number of students to be tested by Subscriber and the payments due. NWEA shall send an invoice to Subscriber, and Subscriber shall pay the amount due within 30 days of the invoice date by mailing a check or depositing the amount due via a wire transfer. Subscriber must contact NWEA at accountsreceivable@nwea.org for wire transfer instructions. If Subscriber overestimated the number of students tested, NWEA shall not be obligated to refund any Subscription fees. If, however, Subscriber tests more students than the number Subscriber originally estimated and paid for, NWEA may submit an amended invoice to capture the additional students, and Subscriber agrees to pay the variance within 30 days of the invoice date.

14. **Amendments and Renewals.** Future fees associated with adjustments, including but not limited to, the number of students tested, supplemental products, and Subscription renewals or price increases shall serve as amendments to the Subscription scope and price. Adjustments from Subscriber's issuance of a (a) purchase order, (b) written authorization, (c) submission of a roster, (d) initiation of testing, or (e) payment of any Subscription renewal or Subscription expansion invoice shall constitute acceptance of the amended Subscription scope and price. Notwithstanding anything to the contrary, terms of any purchase orders or written authorizations issued by Subscriber or any other communications which are additional to or inconsistent with this Subscription are not binding unless NWEA expressly assents to such terms in writing. Such Subscription renewals and expansions shall continue to be otherwise governed by this Subscription (including all NWEA order forms). The conditions of payment described in Section 13 shall apply to all subscription renewals and expansions. All payments under this Subscription shall be made to NWEA.

15. **Professional Development.** If Subscriber is new to the NWEA Program, NWEA recommends NWEA Program training for Subscriber's teachers and staff before testing begins.

16. **Publicity.** Subscriber consents to NWEA's use and/or references to Subscriber's name,

directly or indirectly, in NWEA's marketing and training materials.

17. **Termination and Remedies.** This Subscription shall automatically renew at the end of the Term unless Subscriber provides 30 days' written notice to NWEA before the end of the applicable Term. Notwithstanding, this Subscription may be terminated before the end of the applicable Term, upon breach of this Subscription and license by Subscriber, or by cancellation pursuant to Section 20 or renewed pursuant to Section 14. With 30 days prior written notice, Subscriber may terminate this Subscription if Subscriber fails to receive funding, appropriations, limitations or other expenditure authority at levels reasonably sufficient to pay for the Services under the Subscription. If Subscriber breaches any material term of this Subscription or terminates for non-appropriations (as set forth in the preceding sentence) NWEA shall be under no obligation to refund any fees paid by Subscriber for the NWEA Program and related services. After termination or expiration of the Subscription, NWEA shall continue to maintain Student Information, allowing Subscriber to continue to access the data in NWEA-augmented reporting form, including norms and learning statements. NWEA reserves the right to seek any legal or equitable remedy available against Subscriber for breach of the terms of this Subscription, including without limitation, injunctive relief and specific performance. The parties agree that Sections 6-10, 16, 17, and 21-25 shall survive any termination or expiration of this Subscription or the termination of any license granted under this Subscription.

18. **Support.** NWEA will provide to Subscriber limited support, updates, enhancements, modifications, improvements, and maintenance services under the terms and conditions of this Subscription. If this Subscription is for Client Server MAP, Subscriber agrees to provide student and class information in a Class Roster File ("CRF") for each test window in the approved format as described in the CRF template. Subscriber must submit the CRF during the time period that is posted on NWEA's website and before Subscriber's first day of testing. Subscriber acknowledges that the validity and accuracy of its reports depends upon the quality of the data in the CRF.

19. **Scheduled Maintenance.** NWEA has system maintenance periods throughout the year that shall affect Subscriber's ability to upload or download student or test data, to access reports, or to interact with any of NWEA's websites. The ability to test during the scheduled maintenance periods shall not be affected for Client Server MAP Subscribers. NWEA will provide Subscriber with notice regarding regularly scheduled

maintenance. Notwithstanding the foregoing, NWEA reserves the right to perform emergency maintenance at any time without any advance notice to Subscriber.

20. **Limited Warranty.** NWEA warrants to Subscriber that the MAP assessment system, and/or Skills Pointer, and/or Children's Progress Academic Assessment (whichever assessment system is included in the Schedule A, defined as "Assessment System" for the purposes of this Section 20) when properly installed and used, will perform substantially as represented in NWEA's official technical manuals. The Assessment System may include open source software components. This limited warranty is void if the failure of the Assessment System results from (a) use of the Assessment System in connection with software or hardware not compatible with the Assessment System or not meeting the technical specifications provided by NWEA; (b) improper or inadequate maintenance; or (c) accident, abuse, misapplication, or use by Subscriber of the Assessment System other than as described in the documentation provided by NWEA. This limited warranty is void if the Assessment System is altered or modified in any way by anyone other than NWEA. NWEA does not warrant that the operation of the Assessment System shall meet Subscriber's requirements or be uninterrupted or error free. Subscriber is responsible for the results obtained and decisions made from its use of the Assessment System. NWEA assumes no responsibility for the operating environment or for Subscriber's security programs in which the Assessment System functions. NWEA will, at its sole option, either replace or, with its best efforts, correct the Assessment System that fails to perform substantially in accordance with the documentation for the Assessment System or as represented in writing by NWEA upon written notice of such failure. If NWEA is unable to correct the error after using its best efforts, NWEA shall, at its sole option, either replace the Assessment System with a functionally equivalent software program or refund the fees paid for licensing the Assessment System on a prorated basis and cancel the license granted in this Subscription.

21. **Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 20, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE NWEA PROGRAM IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE INCLUDED WITHIN THE NWEA PROGRAM SHALL BE ERROR-FREE. EXCEPT AS PROVIDED HEREIN, THE ENTIRE RISK AND LIABILITY ARISING OUT OF THE USE OF THE NWEA PROGRAM REMAINS WITH SUBSCRIBER, INCLUDING BUT NOT LIMITED TO, WHEN SUBSCRIBER'S PRACTICES ARE INCONSISTENT WITH THE STANDARDS FOR EDUCATIONAL AND

PSYCHOLOGICAL TESTING (1999) BY THE AMERICAN EDUCATIONAL RESEARCH ASSOCIATION. THERE IS NO WARRANTY FOR PERFORMANCE ISSUES (a) CAUSED BY FACTORS OUTSIDE OF NWEA'S REASONABLE CONTROL; OR (b) THAT RESULTED FROM ANY ACTION OR INACTION OF SUBSCRIBER OR SUBSCRIBER'S THIRD PARTIES; OR (c) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.

22. **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NWEA DOES NOT AND CANNOT CONTROL PERFORMANCE OF SERVICES BASED ON THE FLOW OF DATA TO OR FROM NWEA'S NETWORK AND OTHER PORTIONS OF THE INTERNET, WHICH DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NWEA SHALL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, NWEA CANNOT GUARANTEE THAT SUCH EVENTS SHALL NOT OCCUR. ACCORDINGLY, NWEA DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

23. **Limitation.** THE REMEDIES PROVIDED UNDER THE LIMITED WARRANTY ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT TO THE EXTENT THE FOLLOWING LIABILITY LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL NWEA BE LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE NWEA PROGRAM, EVEN IF NWEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, NWEA'S ENTIRE LIABILITY UNDER THIS SUBSCRIPTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE NWEA PROGRAM IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. THIS LIMITATION OF LIABILITY ALSO APPLIES TO THE NWEA PROGRAM DEVELOPERS AND SUPPLIERS. IT IS THE MAXIMUM FOR WHICH THEY AND NWEA ARE COLLECTIVELY RESPONSIBLE.

24. **Indemnification.** Subscriber agrees to indemnify, defend, and hold harmless NWEA and NWEA's officers, directors, employees, agents, and representatives, from and against any and all claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection with any proceeding arising from Subscriber's breach of this Subscription or its use of the NWEA Program.

25. **Miscellaneous.**

25.1 **Force Majeure.** Neither party shall be liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer crimes, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, public enemies of government, failure of telecommunications, system malfunctions, fire, or other casualty.

25.2 **Waiver and Severability.** Waiver of any default or breach under this Subscription by NWEA does not constitute a waiver of any subsequent default or a modification of any other provisions of this Subscription. If any part of this Subscription shall be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Subscription shall nevertheless remain in full force and effect.

25.3 **No Third Party Beneficiaries.** The parties do not intend to confer any right or remedy on any third party.

25.4 **Survival.** All provisions of this Subscription that would reasonably be expected to survive the termination of this Subscription shall do so.

25.5 **Entire Agreement; Order of Precedence.** This Subscription (including any applicable supplemental terms based on Subscriber's Services which are incorporated into this Subscription) contains the entire understanding of the parties regarding the subject matter of this Subscription and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Subscription.

25.6 **Assignment.** Subscriber may not assign this Subscription to any third party without the prior written consent of the NWEA.

25.7 **Binding.** This Subscription shall bind and inure to the benefit of the parties and their respective successors, and approved assigns, if any.

25.8 **Representation of Signatories.** Each person signing this Subscription represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Subscription for their respective party.

25.9 **Notices.** Any notice required under this Subscription shall be in writing and effective when (a) delivered personally against receipt, (b) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (c) shipped by a recognized courier service and addressed to either party as designated in this Subscription, (d) delivered by email to an email address designated by the recipient, or (e) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this Section 25.10.

Address for Notices to NWEA:

Northwest Evaluation Association
121 NW Everett Street
Portland, OR 97209
Email: Audit-Risk@nwea.org

Address for Notices to Subscriber shall be sent to the address set forth in Subscriber's signature box below.

25.10 **Controlling Law and Venue.**

This Subscription shall be construed and controlled by the laws of the State of Oregon, U.S.A., without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not apply to this Subscription. Any litigation arising out of this Subscription shall be conducted in courts located in Multnomah County, Oregon.

25.11 **Attorney Fees.**

If any lawsuit is instituted to interpret, enforce or rescind this Subscription, the prevailing party on a claim shall be

NWEA:

NORTHWEST EVALUATION ASSOCIATION

By _____
Jeffrey P. Strickler, EVP & COO

Date: _____

entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68A(2), incurred in connection with the lawsuit, the collection of any award, or the enforcement of any order as determined by a judge.

25.12 **Counterparts.**

This Subscription may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same Subscription, notwithstanding that all of the parties are not signatory to a single original or the same counterpart. The parties may also deliver and accept facsimile or electronically scanned signatures, which shall be binding upon the parties as if the signature were an original.

25.13 **Vendor Status and Independent Contractor.**

The NWEA Program is provided by NWEA within its normal business operations and is operated in a competitive environment. The NWEA Program offered under this Subscription constitutes a vendor relationship, as defined by OMB Circular A-133 and therefore, any monies to pay for this Subscription, are not subject to the federal audit requirements of OMB Circular A-133. NWEA is an independent contractor, and neither NWEA nor its employees, shall be deemed Subscriber's employees. Nothing contained in this Subscription shall create or imply an agency relationship, joint venture or partnership between the parties.

SUBSCRIBER NAME and address:
(Please print)

By: _____

Printed Name: _____

Title: _____

Date: _____