

THE ADMINISTRATION PROJECT SUBSCRIBER AGREEMENT – TERMS AND CONDITIONS

The Administration Project Subscriber Agreement (the “Agreement”) is entered into by and between Delve, LLC (“Delve”) and the individual who is registering with Delve to as a subscriber (the “Subscriber”) to The Administration Project. This Agreement is effective as of the date Subscriber provides payment for the subscription.

1. Grant Of Rights.

This Agreement grants Subscriber a non-exclusive, revocable, non-transferable, non-assignable, individual license to use The Administration Project services, including the weekly “On TAP” emails and any custom research solutions that may be appended to this Agreement in writing and mutually agreed to by Subscriber and Delve during the term of this Agreement.

2. Term

The Agreement shall take effective upon payment by Subscriber and continue on a monthly basis until cancelled by Subscriber at a base rate of \$1,500 per month (no pro-ration), plus any such amounts as may be agreed to as part of any custom research solutions that may be appended to this Agreement in writing and mutually agreed to by Subscriber and Delve during the term of this Agreement. Subscriber shall provide cancellation notice no less than seven days prior to the beginning of a month in which Subscriber wishes to terminate services. Payment shall be invoiced and due at the commencement of the Agreement and on the first day of each month for which the Agreement remains in force. The Termination Date shall not affect Consultant’s right to payment of any amount earned prior to termination and due under this Agreement, including amounts due for custom research solutions agreed to by the parties.

3. Warranty and Liability

Delve makes no warranty, express or implied, as to merchantability of services rendered under this Agreement or its fitness for a specific purpose. In all events, Delve’s total liability arising from or related to this Agreement, whether in contract, tort or other theory shall not exceed the amount actually paid by Subscriber hereunder. Delve is not liable for special, consequential, incidental or punitive damages of any kind or for lost profits.

4. Confidentiality and Proprietary Information

4.1 Definition. “Confidential Information” means information disclosed by one party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Subscriber work product and any other Subscriber materials, communications and methodologies are Confidential Information.

4.2 Protections. Each party will: (a) protect the other party’s Confidential Information to which it has been granted access with the same standard of care it uses to protect its own Confidential Information and in no event less than reasonable care; and (b) not disclose the Confidential Information, except to affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential in a manner compliant with this section. Each party (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees and agents in violation of this section.

4.3 Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party without an obligation to maintain the information as confidential.

4.4 Required Disclosure. Each party may disclose the other party's Confidential Information when it is required to be disclosed by law, provided that the disclosing party is promptly notified by the recipient in order to provide the disclosing party an opportunity to seek a protective order or other relief.

5. Ownership of Materials and Work Product

Absent any explicit written agreement to the contrary which has been executed between Delve and Subscriber, signed by both Parties or their authorized representative(s), and appended hereto, Delve retains and reserves the rights of ownership and use of any copy, product, publication, or any facsimile there of which may result from Delve creativity. Delve and Subscriber agree that Delve retains any and all property and ownership rights and that the services are provided under this Agreement on a non-exclusive basis to Subscriber and may be sold by Delve to other parties that provide comparable compensation at a fair market value for this work.

6. Choice of Law

Consultant and Client agree that the terms of this Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the District of Columbia.

7. Attorney's Fees

In the event either party must bring suit for any reason under this Agreement, the prevailing party shall be entitled to recover from the other party all costs of such suit, including reasonable attorneys' fees.

8. Headings

The headings in this agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

9. Severability

If any of the terms or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining term and provisions shall continue in full force and effect.

10. Entire Agreement

This Agreement, including any properly authorized appendices to it, sets forth the entire agreement between the parties and supersedes any and all previous oral or written agreements or understandings between the parties. The Agreement may not be changed, modified, or discharged, in whole or part, except in writing signed by both Parties.