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9. **TERM AND TERMINATION.** The term of this License shall commence on the date set forth above and shall continue from the date of this Agreement unless terminated by Licensor or as otherwise agreed to in writing between Licensor and Licensee.

9.1. **Breach of Agreement.** Licensor may terminate this License upon notice to Licensee if Licensee is in breach of any of the terms and conditions of this License Agreement, including without limitation the Usage Restrictions in **Schedule A**. The termination shall be effective thirty (30) days after the giving of said notice unless Licensee, within said period, cures the breach to the satisfaction of Licensor. Licensor and Licensee both shall have the right to terminate this Agreement without cause. The termination without cause shall be effective thirty (30) days after giving said notice.

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12. **INDEMNIFICATION.** Licensee shall indemnify, defend and hold harmless Licensor, its affiliates and its and their officers, directors, employees and agents from and against all liabilities, damages, costs or expenses (including reasonable attorney's fees) payable or paid by Licensor to third parties as a result of (i) any breach or alleged breach of any of Licensee's obligations contained herein, or (ii) any claim relating to or arising from any outcome for any teaching, instruction or use of the Licensed Materials. Licensor shall promptly notify Licensee of any such claim or proceeding and shall not settle any such claim or proceeding without Licensee's prior written consent. Licensee shall not be relieved of its indemnity obligations if Licensor fails to provide prompt notice of the claim, unless Licensee

is materially prejudiced thereby. Licensee shall provide the defense for such claim at Licensee's expense; provided, that Licensor shall have the right at its expense to participate in the defense with counsel of its choice, and shall have the right to assume control and conduct the defense at Licensee's expense if Licensee's defense is not adequate to protect Licensor.

13. ENTIRE AGREEMENT AND MODIFICATIONS. This Agreement, together with **Schedule A**, contains the entire understanding of the parties relating to the subject matter hereof and replaces any prior agreements or understandings unless specifically incorporated herein. No modification of this License Agreement shall be valid unless in writing signed by the parties hereto.

14. SEVERABILITY. If a court of competent jurisdiction determines any provision herein to be unenforceable as written, then such court shall be empowered to reform such provision in such a manner so that it is enforceable to the fullest extent permitted by law and to grant any other relief, at law or in equity, as may be reasonably necessary to protect an aggrieved party. If any provision, section, or subsection of this Agreement is adjudged by any court to be void or unenforceable in whole or in part (and the provision cannot otherwise be reformed), such adjudication shall not affect the validity of the remainder of the Agreement, including any other provision, section, or subsection.

15. GOVERNING LAW. This Agreement shall be governed by, construed and enforced under, and subject to, the laws of the State of New York, without giving effect to choice of law principles unless the customer's state of operations requires the Agreement to be subject to its own state laws. In such cases, the governing law will be the customer's state laws as explicitly stated and agreed upon by both parties. Any dispute arising from the subject matter hereof shall be brought only in the state or federal courts located within the Southern District of New York, and both parties consent to the personal jurisdiction of such courts.

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 - b. Make copies of the Licensed Materials necessary to provide copies to School Employees for the purposes of any Training.
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 - a. Use the Licensed Materials or any part thereof to provide Training to any individual or entity other than School Employees;
 - b. Distribute the Licensed Materials or any part thereof to any individual or entity other than School Employees;
 - c. Accept or solicit any monetary compensation for or profit from providing the Licensed Materials or providing any Training based in whole or part thereon;
 - d. Remove or obscure any copyright, trademark or confidentiality notice from any copy of the Licensed Materials; or
 - e. Assert or represent to any third party or School Employees that it has any ownership rights in, or the right to sell, transfer, assign, rent, lease or sub license the Licensed Materials.
3. Prior to providing and disclosing the Licensed Materials to School Employees other than the employee named above, Licensee will provide a copy of these Usage Restrictions to:
 - a. All School Employees who receive, view, or are given access to the Licensed Materials in whole or part; and
 - b. All School Employees participating in, implementing, or leading any Training incorporating, referencing, or utilizing the Licensed Materials.
4. Licensee agrees that it is liable for any breach of the Agreement, including the Usage Restrictions, by Licensee or any School Employee. Licensee further acknowledges that any such breach shall cause irreparable injury to Licensor for which Licensor shall be entitled to the remedies identified in Section 11 of the Agreement.