2016 User License Agreement

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(2) User, and any third party that may obtain the Licensed Materials from the undersigned, or from any person or entity other than Licensor, shall have no right to utilize the Licensed Materials for any educational or other purpose, including but not limited to use in any other schools or educational establishment of the undersigned, in Pensacola, Florida, or the immediate surrounding areas of Escambia County, Florida, and Santa Rosa County, Florida.

(3) In consideration of the rights granted herein, the undersigned shall pay to Licensor a nonrefundable license fee for each item ordered from Licensor, with said license fee due corresponding to the itemized price list included as part of the order form of which this License Agreement and its terms are a part.

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(a) Entire Agreement. This License Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written communications regarding the subject matter of the relationship between the parties.

(b) Amendment. This Agreement cannot be altered, amended or modified in any respect except by a writing duly executed by a party against whom the alteration, amendment or modification is charged.

(c) Severability. Should any part or portion of this Agreement be held invalid, illegal, or void for any reason, the remainder of the Agreement shall continue in full force and effect as if the void, illegal, or invalid provision had been deleted or never included.

(d) Governing Law and Venue. This License Agreement shall be governed by and construed according to the laws of the State of Florida. User hereby consents to the exclusive jurisdiction of the state and federal courts located in Escambia County, Florida, and agrees that any dispute whatsoever arising between the parties hereto shall be initiated and prosecuted exclusively in Escambia County, Florida.

(e) Relationship of Parties. Nothing herein contained shall be construed so as to create a relationship other than licensor-licensee between the parties, and User shall carry the full responsibility and liability of supervision and control of all persons utilizing the Licensed Materials.

(f) Counterparts. This Agreement may be executed in counterpart originals with each counterpart to be treated the same as a single original. A facsimile copy of this License Agreement shall be considered the same as the original and User waives the right to challenge in court the authenticity of a facsimile copy of the License Agreement in any enforcement action of this License Agreement.

(g) Legal Costs and Expenses. In the event that it is necessary for any party to retain the services of an attorney or attorneys to enforce the terms of this Agreement or to file an action to enforce any of the terms, conditions or rights contained herein, or to defend any action, then the substantially prevailing party in any such action shall be entitled to recover from the other party its reasonable fees for attorneys and expert witnesses, plus such court costs, costs of appeal and expenses as may be fixed by any court of competent jurisdiction.

(h) Notice. Any notices required shall be in writing and shall be deemed to have been duly served or delivered when sent by certified mail to the business address of the party as specified in the accompanying order form of which this License Agreement and its terms are a part.

(i) **User, by accepting this License Agreement, agrees to furnish proof of exemption from state sales tax where applicable, or User shall remit payment for all applicable taxes with the payments due under this License Agreement.**

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