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- d) Taxes. Except as otherwise exempt from taxes, Licensee shall be responsible for paying all applicable taxes resulting from its receipt of access to Licensed Content and services relating to the Licensed Content pursuant to this Agreement, except for any taxes that may be based on EPE's income.

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- a) Term and Renewal. The initial term of this Agreement will begin on the Effective Date and continue for one (1) year. Thereafter, the Agreement will automatically renew for successive one (1) year terms, with each renewal date corresponding to the anniversary of the Effective Date, unless either party gives the other written notice of non-renew at least thirty (30) days prior to the conclusion of the then-current term.
- b) Termination. Either party may terminate this Agreement effective immediately, if the other party breaches a material provision of the Agreement and fails to cure such breach for a period of seven (7) days after receiving notice of such breach from the non-breaching party. If Licensee terminates the Agreement pursuant to this Section 5(b), then Licensee shall be entitled to receive a refund of a portion of the subscription fee already paid by Licensee for the term in which the Agreement is terminated, calculated by pro-rating the fee from the Effective Date or the applicable anniversary thereof through the date upon which Licensee gave notice of EPE's breach. On the other hand, if EPE terminates the Agreement pursuant to this Section 5(b), then Licensee shall remain obligated to pay the subscription fee for the entire annual term of the Agreement during which the Agreement was terminated, and Licensee shall not receive a refund of any portion of any subscription fee previously paid by Licensee.

6. Contact Information

- a) Administrator and Network Contact. Licensee agrees to designate on its behalf a license administrator and a network contact in association with this Agreement. The names, addresses, phone numbers, and e-mail addresses of such license administrator and network contact shall be provided on Attachment A to this Agreement. Licensee shall provide EPE with prompt notice of any change in the identity or contact information of the license administrator or network contact via electronic mail addressed to SiteLicense@epe.org.
- b) Authorized Users. Licensee shall complete Attachment B to specify Authorized Users in accordance with the Individual User Access Plan and Attachment C for the Site Access Plan. For the Individual User Access Plan, Licensee's administrator shall notify Authorized Users of their user IDs and passwords. For the Site Access Plan where Licensee makes use of a proxy server to provide access to Licensed Content, Licensee agrees that use of such proxy server shall be in accordance with the quantity of Authorized Users. Licensee agrees to maintain the security of such access by authenticating Authorized Users before allowing use of the proxy server by any remote or on-site user. Licensee shall promptly notify EPE in the event any of the Authorized Users becomes disaffiliated with Licensee. To change Authorized Users, Licensee shall contact EPE at SiteLicense@epe.org.

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- b) Support. EPE will provide Licensee with reasonable technical support by e-mail and telephone during EPE's normal business hours (Monday-Friday, 9:00 a.m. to 5:00 p.m. Eastern Time, except for official U.S. government holidays). The contact information to be used by Licensee when seeking support is SiteLicense@epe.org or telephone number (800) 346-1834. Licensee's administrator or primary network contact shall be responsible for seeking support on behalf of Licensee. EPE shall not be required to respond to support inquiries from individual Authorized Users.
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- c) Indemnification. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.
- d) Attorney's Fees. If any action at law or in equity is necessary to construe, interpret, or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees, costs, and disbursements, in addition to any other relief to which the prevailing party may be entitled.
- e) Remedies. In the event either party shall fail or refuse to perform its obligations under this Agreement, the other party shall have, in addition to any other remedy available at law or in equity, including but not limited to monetary damages, the right to an injunction or specific performance, as the case may require.

11. General

- a) Entire Agreement. This Agreement constitutes the entire agreement of the parties and it supersedes any prior proposal or agreement between the parties relating to the subject matter hereof. Except as set forth otherwise, this Agreement may only be amended through a written instrument signed by both parties.
- b) Confidentiality. Both parties agree that this Agreement will remain confidential, subject to applicable laws.
- c) Governing Law and Choice of Forum. This Agreement will be governed by the laws of the State of Texas. Any action arising out of or relating to this Agreement shall be brought in courts located within Texas, and the parties consent to the jurisdiction of such courts and waive all objections to the jurisdiction and venue of such courts.
- d) Waiver. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver of such provision or of the right to enforce such provision.
- e) Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control.
- f) Assignment. This Agreement shall not be assigned by Licensee to any other person or entity without EPE's prior written consent, which consent may be withheld by EPE in its sole discretion. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and approved assigns.
- g) Notices. All notices and other communications pursuant to this Agreement shall be in writing sent to the following addresses, or to such other address as a party may designate by giving written notice hereunder:

To EPE:

Attention: Michele J. Givens, General Manager
Editorial Projects in Education, Inc.
6935 Arlington Road, Suite 100

Bethesda, Maryland 20814
Telephone: (301) 280-3100
Fax: (301) 280-3250
E-mail Address: sitelicense@epe.org

To Licensee:

Attention: _____

Address: _____

Address: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

- h) Survival. The provisions of Section 3 (Prohibited Uses of Licensed Content), Section 7 (Copyright and Proprietary Rights), Section 8 (Preventing Unauthorized Use) and Section 10 (Liability) shall survive the expiration or termination of this Agreement, regardless of the cause for such expiration or termination, and remain valid and binding in perpetuity.

Sample Contract

ACCEPTED:

I have read this Agreement, and agree, on behalf of Licensee, to adhere to the terms of the Agreement; and I certify that I am authorized to sign this Agreement on behalf of Licensee.

Licensee:

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Organization: _____

Licensee will mail or fax the entire signed Agreement with the applicable completed attachments to EPE's sales representative:

Name: Ryan Lanier
Address: 6935 Arlington Road, Bethesda MD 20814
Phone: 301-280-3223
Fax: 301-280-3250
Email: rlanier@epe.org

EPE:

Printed Name: Ryan Lanier Title: Digital Content Sales & Marketing Manager

Signature: _____ Date: _____

Sample Contract

**Attachment A
Licensee Information**

Licensee Name	Education Organization
Name of License Administrator	John Doe
Mailing Address (Street, City, State, Postal Code)	
Phone Number	
E-mail Address	
Name of Network Contact	
Mailing Address (Street, City, State, Postal Code)	
Phone Number	
E-mail Address	

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