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VIII. EARLY TERMINATION.

If either party believes in good faith that the other has materially breached any duties or obligations under this Agreement, or if Licensor believes that Licensee has exceeded the rights granted in the License, such aggrieved party shall notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been implemented. If the breaching party fails to cure the breach within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for breach, access to the Licensed Materials by Licensee and Authorized Users shall be terminated immediately, and the Licensed Materials and any copies must be purged entirely from the Licensee's systems.

In the event of early termination permitted by this Agreement within two (2) years of the Effective Date, Licensee shall be entitled to a refund of a pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination, calculated by dividing the License Fee over 24 months and subtracting the months already elapsed since the Effective Date.

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XII. INDEMNITIES.

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred, 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 right and option to defend such claims at its own expense. The other party shall provide assistance in investigating and defending such claims as the indemnifying party may reasonably request, and shall have the right to participate in the defense at its own expense.

XIII. FORCE MAJEURE.

Neither party is liable for delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to Acts of God, unforeseen government restrictions, wars, insurrections, foreign invasions, general power outages, and/or any other cause beyond the reasonable control of the party affected. Neither party shall have the power to terminate this Agreement in such events.

XIV. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties notwithstanding any prior communications,

understandings, or agreements relating to the subject matter herein, whether oral or written.

XV. AMENDMENT.

No amendment, modification, or waiver of this agreement shall be valid unless by appropriate written instrument.

XVI. ASSIGNMENT AND TRANSFER.

Licensee may not transfer its rights as granted in this Agreement except with the express written consent of Licensor or its successors or assigns. If such transfer is to a direct successor body of Licensee, such consent shall not be unreasonably withheld.

XVII. GOVERNING LAW.

This Agreement shall be governed by and construed according to the laws of North Carolina, but shall exclude any such laws that direct or may direct the application of the laws of another jurisdiction. The federal courts located in North Carolina shall have jurisdiction to hear any dispute under this Agreement.

XVIII. DISPUTE RESOLUTION.

If a dispute shall arise out of this Agreement, both parties agree to expend their best, good-faith efforts in reaching a resolution thereto. The parties agree to continue performing on any obligations not part of the dispute.

XVIII. SEVERABILITY.

In the event any provision of this Agreement is held to be invalid, ineffective, or unenforceable in any jurisdiction, the validity, effectiveness, and enforceability of any other provision shall remain unaffected.

XX. WAIVER.

No waiver of any provision of this Agreement shall be construed as a waiver of any other provision, nor shall any waiver of any breach of this agreement be construed as a waiver of any other breach. No failure to enforce any provision of this Agreement shall be construed as a waiver of any provision or breach therein.

XXI. NOTICES.

All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, return receipt requested. If any notice is sent by e-mail, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may change its Notice Address by written notice to the other party. Notice is deemed received within five (5) business days of mailing if sent by

registered or certified mail as described above. Licensor's address is in the first paragraph above written and may be reached by e-mail at info@wrightsvillebeachstudios.com.

SAMPLE AGREEMENT