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I. LICENSE

A. The term of this AGREEMENT, and of the license(s) granted hereunder, shall be from September 22, 2008 to December 31, 2009

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A. Either party to this AGREEMENT shall have the right, with thirty days' notice to the other party, to terminate this AGREEMENT and any licenses granted hereunder for material breach of the terms and conditions hereof, provided that said other party shall first be given reasonable notice of said breach and reasonable opportunity to cure said breach.

B. The provisions set forth in Sections I, II, III, and IV of this AGREEMENT shall survive the term of this AGREEMENT and shall continue in force into perpetuity.

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A. EBSCO will not be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This AGREEMENT and the license granted herein may not be assigned by the SITES to any third party(ies) without the prior written consent of EBSCO, which consent shall not be unreasonably withheld or delayed.

C. If any term or condition of this AGREEMENT is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid AGREEMENT is in effect.

D. This AGREEMENT represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, written and/or oral, except for the January 1, 2002 AGREEMENT . Except for the January 1, 2002 AGREEMENT, there are no representations, warranties, promises, covenants or undertakings between the parties, except as described herein.

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