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**The Proper Penguin Polite Program**

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8. **Termination.** CHARLESTON SCHOOL OF PROTOCOL AND ETIQUETTE, INC may terminate the license granted (if a license agreement is purchased) pursuant to this Agreement by giving Licensee written notice of Licensee's breach of any of the terms and conditions of this Agreement. Upon such termination, Licensee agrees to certify in writing that all known uses have been stopped. All provisions relating to confidentiality, proprietary rights, and non-disclosure shall survive the termination of this Software License Agreement.

9. **General Provisions.**

a. **Entire Agreement:** Each party to this Agreement acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. This Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties, which supercedes and merges all prior proposals, understandings and all other agreements, oral and/or written, between the parties related to the subject matter hereof. The parties expressly acknowledge that they do not intend for any other person or entity to be a third party beneficiary of this Agreement.

b. **No Oral Modification of this Agreement:** This Agreement may not be modified, amended or altered in any manner except by a written agreement to modify, amend or alter duly executed by the parties hereto.

c. **No Assignment By Licensee:** Licensee shall not assign any of its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise. Any attempt to do so will result in the automatic termination of this Agreement, and such attempt shall be of no force and effect. If such an attempt is made, it shall constitute a material breach of this Agreement.

d. **No Waiver:** The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed to be a waiver of any further right hereunder.

e. **Remedies, Governing Law and Personal Jurisdiction:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of South Carolina (without giving effect to its conflict of laws principles). Licensee hereby agrees that any claims arising out of this Agreement shall be brought in a state or federal court sitting in the State of South Carolina, and that such court shall have exclusive jurisdiction for such purpose. In the event of Licensee's breach of this Agreement, CHARLESTON SCHOOL OF PROTOCOL AND ETIQUETTE, INC shall be entitled to assert all of its rights and remedies in law or equity, including, but not limited to injunctive relief. Licensee shall be liable for all of CHARLESTON SCHOOL OF PROTOCOL AND ETIQUETTE, INC's costs of enforcing this Agreement, including reasonable attorneys' fees. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that language of a contract shall be construed against the drafter shall not apply to this Agreement. Licensee shall not use the **The**

**Proper Penguin Polite Program** or the LMS in violation of any statute, regulation, ordinance, order or any other governmental restrictions.

**f. Severability:** The invalidity or unenforceability of any term or terms of this Agreement shall not invalidate, make unenforceable or otherwise affect any other term of this Agreement. All other terms of this Agreement shall remain in full force and effect.

**g. Survivability:** All provisions of this Agreement relating to disclaimers, limitations of liability, indemnification, payment obligations, breach and the general provisions shall survive the termination of this Agreement.

**h. Successors and Assigns:** This Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their permitted successors and assigns.