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8. Term and Termination. The term of Agreement commences when you acknowledge your acceptance and will continue in effect until terminated by you or Company as set forth in this Section 8. You may terminate this Agreement by deleting the Course and all copies thereof from your Device. Company may terminate this Agreement at any time without notice if it ceases to support the Course, which Company may do in its sole discretion, or for any reason in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. Upon termination: (a) all rights granted to you under this Agreement will also terminate; and (b) you must cease all use of the Course and delete all copies of the Course from your Device and account. Termination will not limit any of Company’s rights or remedies at law or in equity.

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CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; or (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE COURSE. FOR PURPOSES OF THIS SECTION 10, "PERSONAL INJURY" ALSO INCLUDES PHYSICAL, MENTAL OR EMOTIONAL INJURY OR DISTRESS WHICH MAY RESULT DUE TO THE UNIQUE CONTENT AND NATURE OF THE COURSE.

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11. Indemnification. You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Course or your breach of this Agreement, including but not limited to the content you submit or make available through this Course, and any violation of Section 6. FOR CLARIFICATION, THIS SECTION 11 APPLIES TO TRAINERS, INSTRUCTORS AND STUDENTS OF THE COURSE, IT BEING UNDERSTOOD AND ACKNOWLEDGED THAT TRAINERS, INSTRUCTORS AND STUDENTS ARE END USERS OF THE COURSE.

12. Export Regulation. The Course may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Course to, or make the Course accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Course available outside the US.

13. US Government Rights. The Course is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Course as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

14. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

15. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Course shall be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio in each case located Summit County, Ohio. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

16. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE COURSE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

17. Entire Agreement. This Agreement and our Privacy Policy constitute the entire agreement between you and Company with respect to the Course and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Course.

18. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.