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2. Continuing Obligation. During the Term, SJHS shall take any and all commercially reasonable actions to promptly make and disclose such changes, adaptations or other modifications in the SJHS Content as made, or to assist each party’s personnel in the verification of any information contained in the SJHS Content.

3. Royalties. There is no fee for this license.

4. Ownership. Each party acknowledges that, as between the parties, all right, title and interest in and to the SJHS Content is the exclusive and sole property of SJHS. User shall not take any action inconsistent with SJHS’s ownership thereof, and shall not contest or dispute that, as between the parties, SJHS is the rightful owner of the SJHS Content. User shall not claim any title to or right to use the SJHS Content other than the right to use the same as provided in this Agreement. Notwithstanding the foregoing, SJHS shall hereby own all right, title and interest in and to any derivative works based upon, utilizing or otherwise incorporating the SJHS Content that either such party creates; provided, however, that any such derivative works shall be deemed to be automatically incorporated into the license granted in Section 1 above, and it is understood by all parties hereto that all use of the derivative works shall at all times inure to the benefit of SJHS.

5. Term and Termination. This Agreement shall begin on the Effective Date and shall continue in full force until terminated as set forth herein (the “Term”). Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Additionally, either party may terminate this Agreement immediately upon written notice to the other in the event that such party reasonably determines that the SJHS Content infringes the rights of any third party, or immediately by SJHS in the event that User infringes the rights of SJHS in the SJHS Content. Upon termination of this Agreement, User agrees to promptly cease all current and future use of the SJHS Content.

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7. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY DAMAGES THAT EITHER PARTY MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF EITHER PARTY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO $100.00, WHICH THE PARTIES AGREE IS A REASONABLE LIMITATION AND A BASIS OF THE BARGAIN. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

8. Miscellaneous. This Agreement is governed by and shall be construed in accordance with the internal laws of the State of California. If any term or provision of this Agreement is found to be invalid, the remaining terms and conditions of this Agreement will remain in full force and affect, and such provision will be interpreted so as to best accomplish the objectives of the Agreement within the limits of applicable law or applicable court decisions. All provisions intended to survive the termination of this Agreement will survive. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights, and a waiver by either party of a default hereunder in one or more instances will not be construed as constituting a continuing waiver or as a waiver in other instances. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be modified except by a writing signed by a duly authorized representative of each of the parties.