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3. Terms and Termination. This Agreement remains in effect through the Subscription Period and any renewal thereof, and may be terminated for breach of this Agreement, upon which no refund of the Subscription Fees is due; or by Customer if Customer is dissatisfied with the service, but only if Customer provides Atomic Learning written notice within 60 days of the beginning of Customer's initial subscription. Upon receipt of such notice, Atomic Learning will provide Customer with a prorated refund. The provisions of this Agreement which by their nature are intended to survive termination or expiration of this Agreement shall survive expiration or termination of this Agreement, including without limitation the obligations and limitations set forth in sections 2, 3, 5 - 8.

4. Governing Law and Venue. This agreement is made in and shall be governed by and construed in accordance with the laws of the State of Minnesota without reference to choice of law principles. Customer consents to exclusive jurisdiction and venue of the courts of Morrison County, Minnesota.

5. Taxes. Customer agrees to pay any sales, use or value-added taxes applicable to its Subscription.

6. Entire Agreement, No Additional Terms. This is the entire Agreement between the parties with respect to its subject matter and supersedes all prior agreements. Unless expressly accepted by Atomic Learning in writing, any other terms and conditions inconsistent herewith are not binding on Atomic Learning, including any terms and conditions contained in any of Customer's purchase orders or other documentation.

7. Other Provisions. Neither this Agreement nor any part may be assigned, sublicensed or otherwise transferred by Customer without Atomic Learning's prior written consent, except that either party may assign this Agreement: (a) to any legal entity in connection with the merger or consolidation of the assigning party into such entity or the sale or transfer of all or substantially all of the assets of the assigning party to such entity; or (b) to any direct or indirect subsidiary of the assigning party in connection with any corporate reorganization. • This Agreement is binding upon and shall inure to the benefit of the legal successors and assigns of the parties. • If any provision of this Agreement is found to be void, invalid, unenforceable or illegal, the validity and enforceability of the other provisions will not be affected and any unenforceable provision shall be modified and interpreted so as to best accomplish the intent of such provision. • Neither party shall be deemed to be liable for any provisions under this agreement for failures in performance resulting from acts or events beyond the reasonable control of the party • failure to enforce any provision of this Agreement is not a waiver of the provision or of the right to enforce the provision later.

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