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6. **NOTICES.** All notices under this Agreement shall be in writing and shall be deemed given if delivered personally or, mailed by registered or certified mail, return receipt requested, to Licensee at **[INSERT LICENSEE ADDRESS]**, or to the ECL at P.O. Box 92921, Southlake, TX 76092.

7. **MISCELLANEOUS.** This Agreement contains the entire agreement and shall not be amended except by a written agreement subsequent to the Effective Date and signed by authorized representatives of each party. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Licensee hereby consents to jurisdiction and venue in the state and federal courts sitting in the State of Texas. If either party employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement shall not be construed as creating a partnership, joint venture or agency relationship or as granting a franchise.

Seth M. Webster for Ed Cole[®] Library

Licensee

Effective Date

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