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- (g) the Licensor was not acting within the scope of employment of a third party when conceiving, creating, or otherwise performing any activity with respect to the Materials licensed in Section 1.

9. DOCUMENTATION.

- (a) **Recordation of Agreement.** The Licensor will, as soon as is reasonably possible following a request from the Licensee, provide the Licensee with a

complete copy of all documentation (in any format) relating to the Materials for the Licensee's own use, to meet record-keeping requirements of the Licensee, or to allow the Licensee to exercise its rights granted under this agreement. The Licensors will also, on request:

- (i) execute any additional papers, including any separate licenses of the Materials, reasonably necessary to record the license in the United States and throughout the world; and

- (ii) generally do all other lawful acts reasonable and necessary to record the agreement in the United States and throughout the world.

(b) Licensee Assistance in Maintaining Work. The Licensee shall on request give to the Licensors or its authorized representatives any information as to its use of the Materials that the Licensors may reasonably require and will render any (nonmonetary) assistance reasonably required by the Licensors in maintaining the Materials or any registrations of the Materials.

10. INDEMNIFICATION.

If the Materials infringes on any United States copyright of a third party not affiliated with the Licensee, the Licensors shall indemnify the Licensee against that claim if **all** of the following are true:

- (a) the Licensee promptly notifies the Licensors of that claim;
- (b) the Licensors control the defense and settlement of that claim;
- (c) the Licensee fully cooperates with the Licensors in connection with its defense and settlement of that claim;
- (d) the Licensee stops all sales, distribution, and public use of or relating to the infringing Materials, if requested by the Licensors.

If the Licensee is enjoined from further use of any infringing Materials or if the Licensee stops using any of the Materials because of the Licensors' request (as described in (d) above), the Licensors shall, at its own expense and option:

- (a) obtain the right for the Licensee to continue to use the infringing Materials;

- (b) modify the infringing Materials to eliminate that infringement (if practicable); or
- (c) refund the amount paid under this agreement for the infringing Materials to the Licensee, on such terms as the parties may agree.

The Licensor shall have no other obligations or liability if infringement occurs and shall have no other obligation of indemnification relating to infringement. The Licensor shall not be liable for any costs or expenses incurred without its prior written authorization and shall have no obligation of indemnification or any liability if the infringement is based on:

- (a) any changed form of the Materials not made by the Licensor; or
- (b) the laws of any country other than the United States of America or its states.

11. TERMINATION.

(a) Termination Procedures. The agreement will terminate immediately, without notice, if:

- (i) before publication, the Licensee has not complied with this agreement;
- (ii) the Licensee attempts to transfer any of the rights granted to the Licensee in connection with this agreement without obtaining the Licensor's prior written consent;
- (iii) the Licensee uses the Materials in a manner not expressly permitted by this agreement;
- (iv) the copyright and acknowledgment notices are not printed as specified in section 4; or

(b) Effect of Termination. All rights granted by this agreement, including the Licensee's right to use the Materials, shall end on termination of this agreement. On termination of this agreement, the Licensee shall promptly discontinue all use of the reproduced Materials and refrain from further reproduction, publishing, and distributing of the reproduced Materials. However, the Licensee may fill existing orders and sell off existing copies of the reproduced Materials then in stock if the sell-off period is no more than 90 days from the date of termination. The Licensor shall have the right to verify the existence and validity of the existing orders and existing copies of the reproduced Materials

then in stock on reasonable notice to the Licensee.

12. GOVERNING LAW.

(a) Choice of Law. The laws of the state of California govern this agreement (without giving effect to its conflicts of law principles).

(b) Choice of Forum. Both parties consent to the personal jurisdiction of the state and federal courts in Orange County County, California.

13. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

14. ASSIGNMENT AND DELEGATION.

(a) No Assignment. Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.

(b) No Delegation. Neither party may delegate any performance under this agreement, except with the prior written consent of the other party.

(c) Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section, it is void.

15. COUNTERPARTS; ELECTRONIC SIGNATURES.

(a) Counterparts. The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(b) Electronic Signatures. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are in effect upon access by the Licensee of the Materials by download, file transfer, email, or other electronic medium. The Licensee must electronically agree to the terms of this License Agreement prior to such access. This electronic agreement must be treated in all respects as having the same force and effect as original signatures.

16. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

17. NOTICES.

(a) Writing; Permitted Delivery Methods. Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), network download or other electronic transfer, or email.

(b) Addresses. The Licensee shall address notices under this section to a party at the following addresses:

Clyd

e

Helm

s,

Freel

ance

Rock

et

Scien

ce

9172 Willhelm Circle

Huntington

Beach,
California
92646

[Freelance-
RocketSci@out
look.com](mailto:Freelance-RocketSci@outlook.com)

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and

(b) and if the recipient receives the notice.

18. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

19. ENTIRE AGREEMENT.

This agreement constitutes the End User License Agreement. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

20. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

21. EFFECTIVENESS.

This agreement will become effective upon electronic agreement to its terms and access to the Materials as described in Section 15b. The date of electronic agreement by the Licensee will be deemed the date of this agreement.

22. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.