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(15.3) Post-Termination Obligations. Upon termination of this Agreement for any reason, all rights granted hereunder shall terminate and Licensee may no longer use the Licensed Content or provide updates to any electronic products with updated Licensed Content. Any rights or obligations of the parties in this Agreement which, by their nature, should survive termination of this Agreement, will survive such termination.

(15.4) NO REFUNDS. In no event will the AMA refund to Licensee royalties paid to the AMA under this Agreement.

(16) Records and Audit. Licensee will keep complete and accurate books and records concerning this Agreement for at least three (3) years following the year to which they pertain. The AMA or its representative shall have the right to audit Licensee's books and records to ensure compliance with this Agreement no more than once per twelve (12) month period. AMA shall provide Licensee with reasonable notice of such audit and such audits shall not occur on less than fourteen (14) business days' prior written request. The books and records shall be made available to AMA at a single location in the United States, during normal business hours. AMA may employ an independent auditor or

AMA may choose to conduct such audit on its own behalf. Interest of the prime rate plus 1% per year will be due for any royalties found due and not paid. The prime rate will be determined by the rate listed in the Wall Street Journal on the first day of the month. AMA shall be responsible for paying the auditor's fees unless such audit discloses an aggregate under payment for the audited period in excess of five percent (5%), in which case Licensee will reimburse AMA's reasonable audit expenses. Licensee shall immediately pay the AMA any amounts due as a result of an audit. AMA will keep Licensee's records confidential. This paragraph shall survive termination of this Agreement for one (1) year.

(17) Governing Law. This Agreement will be governed by the internal laws of the State of Illinois without regard to choice of law principles and by the laws of the United States. The courts of the State of Illinois and/or the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction over any action concerning the subject matter of this Agreement, whether in contract, tort, or statute, and the parties agree to submit to the jurisdiction of the courts of the State of Illinois and the United States District Court for the Northern District of Illinois.

(18) Complete Agreement. This Agreement constitutes the entire agreement between AMA and Licensee relating to the internal use of the Licensed Content and supersedes all prior or contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(19) Taxes. Licensee shall be responsible for all sales, use, or other taxes, except taxes based on the income of the AMA. Payment of royalties to be made under this Agreement to the AMA shall be made without any deduction or set-off of any taxes, levies, imposts, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If Licensee is tax-exempt, Licensee will provide the a copy of its Tax-Exempt Certificate.

(20) General. Both parties shall hold the terms of this Agreement confidential. No amendment to or modification to this Agreement will be binding unless it is in writing and signed by authorized individuals of both parties. Nothing contained in this Agreement shall be deemed to constitute a joint venture, partnership or agency between parties. Licensee acknowledges that Licensee has read this Agreement, understands it, has the authority to enter into this Agreement, and agrees to be bound by its terms and conditions. The delay or failure to assert a right hereunder shall not constitute a waiver of that right or excuse a subsequent failure to perform under this Agreement. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

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Last Revised: September 21, 2022

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