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FURTHER AGREE THAT NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE LICENSED WORKS MAY BE BROUGHT BY YOU AGAINST OUP MORE THAN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO SUCH ACTION HAS OCCURRED.

5.3 OUP shall not be responsible for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of OUP.

5.4 The signatory of this Agreement represents and warrants to OUP that he has the power and authority to execute this Agreement on behalf of the institution indicated below, which agrees to be bound by all terms contained herein.

6. TERM, TERMINATION

6.1 This Agreement shall commence upon OUP's receipt of the original, signed copy of this Agreement with the required payment, and shall remain in full force and effect for one (1) year. Thereafter, this Agreement may be renewed for successive one (1) year periods, in accordance with this agreement and subject to the payment of all fees required thereby.

6.2 In the event that you commit a material breach of this Agreement OUP may, at its election, terminate this Agreement, and/or exercise all rights and remedies which may be available to it in law or equity.

6.3 OUP may terminate this Agreement and the License granted hereunder at any time. In the event that OUP terminates this Agreement for reasons other than your breach of this Agreement, you will be refunded the pro rata portion of any subscription fees you have paid.

6.4 Upon termination of this Agreement, you agree to continue to adhere to the provisions of this Agreement relating to any OUP Intellectual Property.

7. CHANGES TO AGREEMENT

7.1 OUP may change, add or remove portions of this Agreement, at any time, but if it does so, it will post such changes on this Web site, and make a link to the changed Agreement available through a link from the home page indicating Terms of Use. You should check this link each time you access the Web site. Your continued use of the Licensed Works shall be deemed your consent to such changed terms.

8. LIMITATIONS ON ASSIGNMENT

8.1 This Agreement may not be assigned without the written consent of OUP, and any such purported assignment shall be null and void.

9. APPLICABLE LAW, JURISDICTION AND SEVERABILITY

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws.

9.2. You irrevocably agree that any dispute arising out of or in connection with this Agreement shall be subject to and exclusively within the jurisdiction of the United States District Court for the Southern District of New York or the Supreme Court of the State of New York for New York County.

9.3 If any portion of this Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, the remaining portion thereof shall nonetheless remain in full force and effect.

10. ENTIRE AGREEMENT, NO ORAL MODIFICATIONS, NO WAIVER

10.1 This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements (whether written or oral) relating to the subject matter of this Agreement.

10.2 Either party's waiver, or failure to require performance by the other, of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be construed to be a waiver of the provision itself.

11. HEADINGS, SEVERABILITY

11.1 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

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