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- A. Courseware that describes methods, descriptions and depictions or teaching of:  
Hate, racism, illegal weapon manufacturing, illegal explosives manufacturing or

pornography.

B. Using your courseware to teach any material that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

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A. Supplier hosts your courseware (ASP Model); you will be entitled to a pro-rated refund on the amount paid to Supplier on an annual contract basis. Pro-rated amount is determined by the number of calendar days into the annual agreement. Or, you will be allowed to immediately terminate this agreement if you are on a monthly paid subscription.

B. You host your courseware (Self-Host Model); you will be entitled to a pro-rated refund of the amount paid to Supplier of the original License purchase price, excluding installation costs, should supplier not adhere to this Service and Support paragraph in the first 12 months, and you notify Supplier in writing, Pro-rated amount is determined by the number of calendar days into the first 12 months of purchase. Should supplier not adhere to this Service and Support paragraph after the first 12 months, and you notify Supplier in writing, you will be entitled to a pro-rated refund on the amount paid to Supplier on an annual contract basis, for the Annual Software Support agreement. Annual Software Support agreement (this paragraph) will automatically renew unless either party gives the other 30 days written notice of termination of said agreement. As a convenience, Supplier may supply hardware to Self Hosted customers. Supplier does not support, nor in any way provide any warranty, for said hardware.

13. Supplier retains the right to modify its pricing to you for both ASP and Self Hosting Annual Software Maintenance pricing. Supplier will notify you at least 30 calendar days prior to any pricing change. Pricing cannot change to you during the term of any ASP and/or Self Hosting Annual Software Maintenance annual agreement. Pricing will not increase more than 10% annually. This agreement will automatically renew unless either party notifies the other in writing, sixty (60) days prior to the end of the current contract period. If your student count goes above the initial Level Plan you signed up for, you agree to be billed at the increased pro-rated amount for the current month and at the new amount in the subsequent months.

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