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IMPORTANT-- READ THE TERMS OF THIS AGREEMENT (“LICENSE AGREEMENT”) CAREFULLY BEFORE USING THESE SERVICES AND THIS SOFTWARE. BY USING THESE SERVICES AND THIS SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND UNCONDITIONALLY BY ITS TERMS. THIS LICENSE AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN THE USER (EVEN IF YOU ARE USING OUR SERVICES ON BEHALF OF A COMPANY) AND HEATH SCHOLARS, INC. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICES OR SOFTWARE.

For purposes of this License Agreement, the following terms will have the following meanings:

“Account” means the Health Scholars Account system that connects a Licensed User to Health Scholars products. Health Scholars Accounts provide a unique identifier for each Licensed User and can be tied to all software accounts and response devices.

“Activation Code” has the meaning set forth in Section 3 of this License Agreement.

“Contract Period” has the meaning set forth in section 1 of this License Agreement.

“Initial Period” has the meaning set forth in section 1 of this License Agreement.

“License Fees” has the meaning set forth in section 3 of this License Agreement.

“Licensed User” (sometimes referred to herein simply as a “User”) means any person designated to access and use the Health Scholars Software, Third Party Software or Services, including, without limitation, if such authorization has occurred as a result of a separate agreement (“Master Services Agreement”) between Health Scholars and a third party (including, without limitation, a business entity, school system, or education institution) (“Client”) designating the Licensed User as an Licensed User of the Health Scholars Software, Third Party Software or Services.

“Licensee Termination Notice” has the meaning set forth in section 1 of this License Agreement.

“Licensed User” (sometimes referred to herein simply as a “User”) means any person designated to access and use the Health Scholars Software, Third Party Software or Services, including, without limitation, if such authorization has occurred as a result of a separate agreement (“Master Subscription Services Agreement”) between Health Scholars and a third party (including, without limitation, a business entity, school system, or education institution) (“Client”) designating the Licensed User as an Licensed User of the Health Scholars Software, Third Party Software or Services.

“Limited Term” has the meaning set forth in section 1 of this License Agreement.

“Renewal Period” has the meaning set forth in section 1 of this License Agreement.

“Services” means any services that Health Scholars provides to the Client, or has an obligation to provide to the Client, under this Agreement.

“Services” means, collectively, the Services and those services to be performed by Health Scholars, including, without limitation, by agreement with Client.

“Software” means, collectively, the Health Scholars Software and, if applicable, Third Party Software.

“Term” has the meaning set forth in section 1 of this License Agreement.

“Terms” means these listed terms and conditions as set forth in this License Agreement.

“Third Party Software” means any third-party software solutions provided or made available as part of the Services to Client or to a Licensed User, as well as all media, documentation and data made available that is related to such software.

“Health Scholars” means Health Scholars, Inc., a Delaware corporation.

“Health Scholars Software” means any Health Scholars software provided as part of the Services to Client or to a Licensed User and all fixes, releases, updates, modifications and additions to such software that are provided by Health Scholars to Client or to a Licensed User, as well as all media, documentation, and data made available by Health Scholars that is related to such software.

“You” or “you” means the Licensed User using the Services and Software, and agreeing to this License Agreement.

"We" means Health Scholars, Inc.

THROUGH HEALTH SCHOLARS’ ACCOUNT SYSTEM, A UNIQUE IDENTIFIER IS PROVIDED FOR EACH LICENSED USER AND CAN BE TIED TO ALL HEALTH SCHOLARS SOFTWARE ACCOUNTS AND RESPONSE DEVICES ASSOCIATED WITH YOU. HEALTH SCHOLARS’ ACCOUNTS REQUIRE USERNAME AND PASSWORD VERIFICATION, ENSURING PROTECTION OF ELECTRONIC RECORDS, INCLUDING PARTICIPANT AND SESSION. AS A CONDITION OF USING THE SERVICES AND THE SOFTWARE, YOU SHALL BE RESPONSIBLE FOR GUARDING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD.

In registering for the Services, you agree to: (1) provide true, current, and complete registration data and (2) maintain and promptly update the registration data to keep it true, current, and complete. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to notify Health Scholars immediately of any unauthorized use of your password or any other breach of security. You agree not to create or access an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. You agree not to create an Account or use the Services or Software if you have been previously removed by Health Scholars, or if you have been previously banned from any of the Services or Software. Access to and use of the Services is limited to healthcare professionals who are at least 21 years of age.

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1. Term

If you (or the Client, as applicable) obtained the Software from Health Scholars or an authorized agent or distributor of Health Scholars or are using the Software or Services for a limited period of time, the Term shall mean the duration of time that commences upon your (or the Client's, as applicable) acceptance of the license and continues for the duration of such limited period of time (the "Initial Period") and continues thereafter automatically for consecutive renewal periods of the same duration (each, a "Renewal Period") (the Initial Period and each Renewal Period individually a "Contract Period") until the earlier of the following events: (i) the Client gives notice of termination of and pursuant to such separate Master Services Agreement or any schedules related thereto under which you are designated as a Licensed User (the "Licensee Termination Notice"), in which case this License Agreement will terminate at such time as set forth in such Master Services Agreement; or (ii) the termination of such Master Services Agreement or any schedules related thereto by its own terms, or (iii) any termination of this License Agreement pursuant to any term of this License Agreement, whichever occurs earlier (the "Limited Term").

2. Grant of License for Licensed Users

Subject to these terms and conditions, Health Scholars grants to you during the Term, and you accept during the Term, (a) a limited, non-exclusive, non-transferable, revocable license to access via the Internet, perform and display the Services, as hosted by Health Scholars, and (b) (if applicable) a limited, personal, non-exclusive, non-transferable, revocable license to use the Software provided to Client by Health Scholars, except that if the Software is permanently installed on the hard disc or other storage device of a personal computer (i.e., a single-user computer other than a network server), then the Licensed User of such computer also may copy and use the Software on a portable computer/device, laptop, or home computer, provided only one copy is in use at any given time. If a Licensed User's authorization to use the Software ceases for any reason (e.g., termination of employment from Client or termination of the Licensed User's studies at the educational institution that a Licensed User attends), then such Licensed User's authority to use the Software shall cease, including, without limitation, any use of the Services and/or any use on a portable computer/device, laptop, and home computer and Licensed User shall permanently delete all copies of the Software. The Health Scholars Software is in "use" on a computer or device when it is copied or loaded into the permanent (i.e., hard disk or other storage device) or temporary (i.e., RAM, flash storage, etc.) memory of a single computer or other device. A separate license is required for each copy of the Software.

You acknowledge that since the Internet is neither owned nor controlled by any one entity, Health Scholars makes no guarantees that any Licensed User will be able to access the Services at any given time, and except as otherwise specifically provided herein, Health Scholars will not be liable to a Licensed User or Client, if applicable, for failure of accessibility to the Services.

You acknowledge and agree that the Software and Services must be used in a proper operating environment for the Software and in accordance with the then-current environmental standards and configuration requirements of Health Scholars (and applicable third-party vendors as to Third Party Software) to ensure the proper operation of the Software and Services.

You acknowledge that your use of the Services may involve or require the transmission of significant amounts of data. You are responsible for all data charges that may be charged by your wireless carrier or internet service provider or that may otherwise arise from your use of the Services.

3. License Fees and Activation

a. If applicable, you are obligated to pay (or the Client, if applicable, is obligated to pay) all license fees and any other payment agreed to be made for, or due for, the granting of the license by Health Scholars and rights in this License Agreement to you or the Client for the Term (collectively, the “License Fees”). You or the Client, as applicable, shall pay all License Fees in immediately available indefeasible unconditional funds without any set-off or deduction. All License Fees are exclusive of any taxes or other governmental or governmentally or legally imposed charges, fees, costs, or expenses, all of which shall be due in addition to the License Fees. Any amount of any License Fee that is unpaid when it is due shall accrue interest from the date it is due until Health Scholars’ receipt of the payment of such amount at the rate of the lower of (i) one percent (1%) of the unpaid balance per full or partial calendar month or (ii) the highest enforceable rate of interest under applicable law. All such interest shall be paid simultaneously with the payment of the unpaid amount on which such interest accrued.

b. The License Fees for the Initial Period are due at the time set forth in the applicable Master Services Agreement for licensing the Software or Services and the License Fees for a Renewal Period are due at the time set forth in the applicable Master Services Agreement of such Renewal Period. If all or any part of the License Fees for a Renewal Period has not been paid or received by Health Scholars, Health Scholars has the right to terminate this License Agreement and the license and rights to you (and the Client, if applicable) at any time with immediate effect. Health Scholars may, if and as decided by Health Scholars in its discretion, permit you or the Client, as applicable, to cure such non-payment to avoid such termination.

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4. Ownership

You have no ownership rights in the Software. Client has no ownership rights in the Software. Rather, you have a license to use the Software in accordance with these terms and conditions so long as this License Agreement remains in full force and effect. Ownership of the Software (and any related documentation or ancillary materials) and all intellectual property rights therein shall remain at all times with Health Scholars. Unless otherwise agreed to by Health Scholars in writing, any other use of the

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6. Restrictions

You shall not copy, use or exploit the Services and the Software other than as permitted by this License Agreement. You shall not modify, change, alter, translate, create derivative works from, produce a source listing, decompile, disassemble, or otherwise reverse engineer the Services or the Software, or attempt to do the same or assist another in the same. Without the prior written consent of Health Scholars, you shall not use the Services or the Software to provide services for any third party. You shall not interfere, or attempt to interfere, with the Services in any way. You shall not engage in any fraudulent, illegal or unauthorized use of the Services or the Software. You shall not introduce into or transmit through the Services or Software any virus, worm, trap door, back door, timer, clock, counter or other harmful or limiting routine, instruction or design.

Without the prior written consent of Health Scholars, you shall not copy, distribute, sublicense, transfer, modify, create any derivative work based on, re-sell, rent, lease, lend, permit third-party access to, sublicense or otherwise transfer rights or assign the Software or Services or any portion or copy of the Software or Services, to any third party (for purposes of clarification, the foregoing will not restrict Client from using a third party contractor or outsourced service provider from using the Software or Services solely for the benefit of Client and subject to all of these terms and conditions, provided that Client remains responsible for all such use).

You shall not use, or permit any third party to use, the Software or Services for the purpose of developing, selling, distributing, or sublicensing any software or service that competes with the Software or Services. Unless expressly set forth in this License Agreement, you shall not install or use the Software on a server to allow concurrent access from or on multiple computers, use the Software with a multiplexor or use the Software in any way otherwise designed to allow multiple computers to access the Software concurrently. You shall not create Internet "links" to the Services or "frame" or "mirror" any content of the Software or Services on any other server or wireless or Internet-based device.

You shall not remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the Services or the Software.

7. Confidentiality

You acknowledge that the Services and Software contain proprietary trade secrets of Health Scholars and you hereby agree to maintain the confidentiality of the Services and Software using at least as great a degree of care as you use to maintain the confidentiality of your own most confidential information, but in no case less than a reasonable degree of care.

8. Client/Licensed User Responsibilities

Client or Licensed User is solely responsible for the accuracy of all data and information entered into the Services and the Software.

If Client and/or Licensed User retains or shares student data or information that constitutes “personally identifiable information” under the Family Educational Rights and Privacy Act (“FERPA”), Health Scholars and Client/Licensed User shall use reasonable methods to ensure to the greatest extent practicable that such student data is protected in a manner that harmonizes with FERPA. If FERPA applies to you, the following applies. THE APPLICABLE EDUCATION INSTITUTION RETAINS OWNERSHIP OF ANY EDUCATION RECORDS MAINTAINED BY HEALTH SCHOLARS. EDUCATION RECORDS SHALL ONLY BE USED BY THE APPLICABLE EDUCATION INSTITUTION OR A LICENSED USER AS DIRECTED BY SUCH EDUCATION INSTITUTION OR STUDENT VIA A SIGNED CONSENT. EDUCATION RECORDS SHALL BE DESTROYED BY HEALTH SCHOLARS OR RETURNED TO THE EDUCATION INSTITUTION IF THE EDUCATION INSTITUTION’S AGREEMENT WITH HEALTH SCHOLARS IS TERMINATED. THE EDUCATION INSTITUTION SHALL STORE EDUCATION RECORDS IT CREATES AND MAINTAINS ON ITS OWN EXCHANGE SERVER SYSTEM. EDUCATION RECORDS SHALL BE STORED ON SERVERS THAT ARE ENCRYPTED, AND WITH NAME AND PASSWORD PROTECTION. THE EDUCATION INSTITUTION SHALL ALLOW STUDENTS ACCESS TO EDUCATION RECORDS UPON REQUEST OF THE STUDENT. ALL REQUESTS TO EDUCATION RECORD ACCESS BY STUDENTS SHALL BE DIRECTED TO AND CONTROLLED BY THE EDUCATION INSTITUTION – AND NOT HEALTH SCHOLARS.

Client or Licensed User is solely responsible for maintaining records of completion of coursework and testing and all records of certification of completion for credentialing purposes. ALL REQUESTS FOR COPIES OF CERTIFICATIONS OF COMPLETION SHALL BE DIRECTED TO AND CONTROLLED BY THE CLIENT – AND NOT HEALTH SCHOLARS.

9. User Code of Conduct

As a condition of use, you agree not to use the Services or Software for any purpose that is prohibited by this License Agreement or by applicable law. You will not post, or permit others to post, content on the Services or Software or on your profile that: (a) encourages illegal activities, is fraudulent, or is unlawful; (b) insults, defames, harasses, or threatens others; (c) violates the copyright or intellectual property or privacy rights of others; (d) contains obscene, vulgar, pornographic, or libelous material; (e) harms or impersonates others, including other Licensed Users; or (f) advertises or sells a product or service. You will not reproduce content from the Software unless permitted. You will not share the answers or solutions to tests with others. You will not submit the work of others as your own work. You shall respect the privacy of other Licensed Users. Respect the diversity of opinions and cultures that will be presented by other Licensed Users. You will not attempt or engage in, any potentially harmful acts that are directed against the Services or Software, including, without limitation, by violating or attempting to

violate any security features of the Services or Software, introducing viruses, worms, or similar harmful code into the Services or Software, or interfering or attempting to interfere with use of the Services or Software by any other user, host or network, including by means of overloading, “flooding,” “spamming,” “mail bombing,” or “crashing” the Services or Software. If you believe that someone has violated this code of conduct, notify the Client immediately.

As such, Health Scholars may, but is not obligated to, monitor or review the Services, Software and/or content posted by you or any Users at any time. Without limiting the foregoing, Health Scholars shall have the right, in its sole discretion, to remove any of the content posted by you for any reason (or no reason), including if such content violates this License Agreement or any applicable law. Although Health Scholars does not generally monitor user activity occurring in connection with the Services or Software, if Health Scholars becomes aware of any possible violations by you of any provision of these Terms, Health Scholars reserves the right to investigate such violations, and Health Scholars may, at its sole discretion, terminate your license to use the Services or Software, or change, alter or remove your content, in whole or in part.

10. Information We Collect, Monitor, and Track through the Software

Health Scholars always strives to improve the Services and the Software and other related products. Health Scholars collects both “personal information” and “non-personal information” about Licensed Users of the Software. Health Scholars has incorporated certain analytics in the Services and Software that enable Health Scholars in its discretion, to collect and use certain technical and related non-personal information, including information about your computer such as what operating system resides on your computer, what version of Microsoft Office you are using, what polling environment within the Software you select and how often polling takes place, and other technical and related information. Health Scholars may also gather non-personal information that indicates what features within the polling application are used along with question-types authored and the types of reports you generate from the Software. In addition, Health Scholars may grab “crash reports” from your machine should the Services be interrupted or crash so Health Scholars can ascertain the cause of the interruption or crash and provide appropriate resolution. At its discretion, Health Scholars may provide third parties with any or all of this non-personal information. You agree that Health Scholars may collect and use all of this non-personal information and any technical information about your computer, system, and peripherals that is gathered periodically. You agree that Health Scholars may use this non-personal information provided it is in a form that does not personally identify you.

Health Scholars does not collect, monitor, or track any personal information through your use of the Services or Software itself without your knowledge and consent. Any personal information that you voluntarily provide to Health Scholars is and shall be collected, used and disclosed pursuant to Health Scholars’s **Privacy Policy**. Do not use the Services and Software or voluntarily disclose any personal information to Health Scholars unless you agree with the **Privacy Policy**.

You acknowledge that certain personal information will be shared with Health Scholars in conjunction with the use of the Services and Software, and that such personal information will be stored on Health Scholars’s server(s) (subject to the other provisions of this License Agreement). This personal information varies depending on the Health Scholars application, the Client, university or school, and the type of user in question, but it may include such information as name, email address, user ID, student ID, learning management system ID, account password, user market (e.g., higher education, corporate, government, or rental), and country. Personal information is generally used to associate you to your license, associate you to an answer which is transmitted to the desktop software and tabulated in the

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If you are located in the European Union and the European Economic Area, you agree with respect to the processing of personal data information as set forth in the Health Scholars Privacy Policy.

Health Scholars implements appropriate technical measures to protect personal information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing.

Notwithstanding anything to the contrary herein, at Health Scholars' sole discretion some or all personal information furnished by you or your designees in conjunction with your use of the Software may be eradicated by Health Scholars from all of its systems, including, without limitation, from any Health Scholars back-up system, twelve (12) months after the personal information is initially stored and/or such testing data and/or other educational data/content has been collected in conjunction with the Services and Software. In addition, Health Scholars, at its discretion, may archive all personal information and content from Accounts that have been inactive for sixty (60) days or more. You expressly acknowledge that Health Scholars shall not be liable for any personal information or content associated with an account which has been so archived.

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You also affirmatively agree that You will not use Health Scholars products for any purposes prohibited by United States law. Health Scholars products, including but not limited to software, may be subject to United States export control laws such as the United States Export Administration Regulations, and may also be subject to export or import regulations in foreign countries. By downloading the Software or using the Services, you affirmatively represent and warrant that you will take any and all necessary actions in order to remain in strict compliance with United States export regulations. You further acknowledge and affirmatively agree that you have the responsibility to obtain any and all necessary licenses to export, re-export, or import the Software or Services.

15. Termination

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16. Indemnification

You agree to indemnify, defend, and hold Health Scholars, and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors, harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) content posted by you; (b) your use of, or inability to use, the Services and Software; (c) your violation of this License Agreement; (d) your violation of any rights of another party, including any User; and/or (e) your violation of any applicable laws, rules or regulations. Health Scholars reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Health Scholars in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, this License Agreement, or your access to the Services and Software.

Health Scholars will defend or settle, at its option and expense, any action brought against you alleging that the Services or Software infringes or misappropriates any third party intellectual property rights. You understand and agree that as conditions to Health Scholars' obligations under this section you must (a) notify Health Scholars promptly in writing of the action; (b) provide to Health Scholars all reasonable information and assistance to defend or settle the action; and (c) grant Health Scholars sole authority and control of the defense or settlement of the action. If an infringement claim is made, Health Scholars may, at its option and expense (i) replace or modify Software so that it becomes non-infringing; (ii) procure for

you the right to continue using Software; or (iii) require the return of the Software and refund to you any License Fees paid, less a reasonable amount for use. Health Scholars has no liability to you if the infringement claim is based upon the combination of the Services and Software with any product not furnished by Health Scholars or modification of the Services and Software other than by Health Scholars. **THIS SECTION IS SUBJECT TO SECTIONS 10 AND 11 ABOVE AND SETS FORTH YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION RELATING TO THE SOFTWARE.**

17. Remedies

You acknowledge that your failure to comply with any of the provisions of this License Agreement relating to confidentiality, proprietary and intellectual property rights, and non-disclosure will irreparably harm Health Scholars and its affiliates, and that Health Scholars and its affiliates will not have an adequate remedy at law. Therefore, you acknowledge and agree that Health Scholars and its affiliates will be entitled to injunctive relief in addition to any and all other remedies it may have, at law or in equity. You will be responsible for all attorney's fees and costs incurred by Health Scholars for its actions taken to enforce the provisions of this agreement.

18. Copyright Infringement; Notice and Take-Down Procedures

If you believe that any content posted through the Services infringes your copyright, you may request that such content be removed. This request must bear a signature (or electronic equivalent) of the copyright holder or an authorized representative and must include the following information:

- a. identification of the copyrighted work that you believe to be infringed, including a description of the work and, where possible, a copy or the location of an authorized version of the work;
- b. identification of the content that you believe to be infringing and its location, including a description of the content;
- c. your name, address, telephone number and e-mail address;
- d. a statement that you have a good faith belief that the complained use of the material is not authorized by the copyright owner, the copyright owner's agent, or the law;
- e. a statement that the information in your claim is accurate; and
- f. a statement that "under penalty of perjury," you declare that you are the lawful copyright owner or are authorized to act on the owner's behalf.

Health Scholars' agent for copyright issues related to our Services, Software and any Health Scholars products is _____.

In an effort to protect the rights of copyright owners, Health Scholars maintains a policy for the termination, in appropriate circumstances, of users of our Services, Software, or any Health Scholars products who are repeat offenders.

19. Governing Law; Jurisdiction

You may not assign this License Agreement or any rights or obligations hereunder without obtaining the prior written consent of Health Scholars. This License Agreement shall be governed by the laws of the State of Illinois, without giving effect to principles of conflict of laws. Any dispute between the parties connected with this Agreement shall be submitted to the sole jurisdiction of the courts of the State of Illinois, County of Peoria, or, if it has or can acquire jurisdiction, in the United States District Court for the Central District of Illinois. Each of the parties consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

20. Miscellaneous

The failure or delay of Health Scholars to exercise any of its rights under this License Agreement shall not be deemed a waiver of those rights. If any provision of this License Agreement shall be held by a court of competent jurisdiction to be contrary to law that provision will be enforced to the maximum extent permissible and the remaining provisions of this License Agreement will remain in full force and effect. In the event and to the extent that any part or provision of this License Agreement is invalid or unenforceable in any particular state or jurisdiction, such part or provision shall be interpreted both to be valid and enforceable and to conform to the greatest extent possible to the intent and purpose of such part or provision as set forth in this License Agreement.

21. Survival

The provisions of paragraphs 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 16, 17, 19, and 20 shall survive the termination of this agreement.

22. Changes

We may amend this End User License Agreement from time to time. If we make material changes to this License Agreement, we may notify you by posting the change on the Services or in the Software, or by sending you an email at your primary email address as specified in your Account. Any changes to this License Agreement will be effective immediately for new users of our Application; otherwise such changes will be effective upon the earlier of fourteen (14) calendar days following our dispatch of a notice to you or fourteen (14) calendar days following our posting of a notice on the Services. You are responsible at all times for updating your Account to provide to us your most current email address. If the last email address that you have provided to us is not valid, or for any reason is not capable of delivering the notice described above, our dispatch of the email containing such notice will nonetheless constitute effective notice of the changes. Continued use of our Services and Software following notice of such changes will indicate your acknowledgement of and your agreements to be bound by such changes. Except as otherwise provided in this License Agreement, no amendment to this License Agreement will be valid unless in writing with valid signatures by the parties.