

## CharacterLeads™ School and District Licensing Agreement

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### **Term and Termination**

The Term of this agreement is for 12 months beginning on the Effective Date, which is the date all applicable fees are paid and approval is granted by KiDs Beach Club, Inc.<sup>®</sup>. This Agreement may be terminated at any time for Cause. As used herein, "Cause" shall mean a material breach by a Party of its obligations under this Agreement if not cured within ten (10) days following written notice specifying such breach. All provisions which by their nature should survive the termination or expiration of this Agreement shall so survive. **Upon the expiration of the Term or termination of this Agreement and any extension thereof, the Licensee shall discontinue all use of Licensed Content in connection therewith and destroy any copies (including all electronic copies) of Licensed Content it may have in its possession.**

### **Laws and Forum**

This Agreement shall be interpreted and construed in accordance with the laws of the State of Texas and the venue for this Agreement shall be in the County of Tarrant.