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**10. SEVERABILITY:** If any provision of this Agreement is held to be invalid or not enforceable, the remaining provisions shall continue to be valid and enforceable.

**11. ARBITRATION:** The parties will attempt to resolve any controversies or disputes arising out of, or relating to, this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using binding arbitration under the rules of the American Arbitration Association.

**12. WAIVER OF CONTRACTUAL RIGHT:** If either party fails to enforce any provision of this Agreement, such action shall not be construed as a waiver or limitation of the party's right to subsequently enforce compliance with every provision of this Agreement.

**13. APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Texas.

**14. SIGNED AND AGREED BY AND BETWEEN:**

For the Licensor, Larry M. Walther, dba Principlesofaccounting.com:

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Dated: \_\_\_\_\_

For the Licensee, \_\_\_\_\_, Title: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_