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The University of Phoenix, Inc

and b.) have fully disclosed all such co-authors to the University. For clarity, any Co-Author executing this Agreement agrees to the rights and obligations of this Agreement to the same extent as if they were the Author. Any personal information submitted to the University relating to this Agreement shall be used for the purposes set forth in this Agreement.

3.1 . The Author (and CoAuthor(s) as applicable) agree(s) to indemnify and hold harmless the University and its affiliates, and its/their officers, employees, and agents from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of Author's (CoAuthor(s)) obligations under this Agreement.

4.1 . This Agreement shall be governed by and construed in accordance with the laws of the state in Arizona without regard to its conflict of laws principles. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Superior Court of Maricopa County, in the State of Arizona or in the United States District Court for the District of Arizona. For the purposes of all legal actions and proceedings arising out of or relating to this Agreement, each party to this Agreement submits to the exclusive jurisdiction of: (a) any court of the County of Maricopa County, Arizona and its appellate courts; and (b) the United States District Court for the District of Arizona and its appellate courts.

4.2 . This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements, whether written or

of one executed counterpart from each party to the other party(ies). In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

the part es hereto have executed this Agreement as of the date f rst above writ en.

[Author's Full Name]

Author_____

[Co-Author's Full Name

Author_____

[Co-Author's Full Name

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[Co-Author's Full Name

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University of Phoenix Representat ve

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