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12. Intellectual Property

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13. Third Party Beneficiary

You acknowledge and agree that the manufacturers of each Device, are third party beneficiaries of this agreement, and that, upon your acceptance of these terms and conditions, Apple will have the right (and will be deemed to have accepted the right) to enforce this agreement against you as a third party beneficiary thereof.

14. Indemnification

You agree to indemnify, defend and hold SR, its subsidiaries, partners, licensors, affiliates, contractors, and their respective officers, directors, employees and agents harmless from all damages, losses and expenses arising directly or indirectly from (a) any negligent acts, omissions or willful misconduct by you, (b) your use of the Application, (c) any breach of this Agreement by you, and/or (d) your violation of any law or of any rights of any third party.

15. Equitable Remedies

You hereby agree that if the terms of this Agreement are not specifically enforced, SR will be irreparably damaged, and therefore you agree that SR shall be entitled, without bond, other security, proof of damages, to appropriate equitable remedies with respect any of this Agreement, in addition to any other available remedies.

16. Assignment

SR may assign this Agreement without notice to you. You shall not assign this Agreement without the prior written consent of SR (such consent may be withheld at SR’s discretion).

17. Notices

If you have any questions or concerns about this Agreement, you may contact us at:

Email: info@schoolresponder.com

18. Entire Agreement

Except as otherwise provided, herein, this Agreement constitutes the entire agreement between the parties respecting the Application and there are no provisions, representations, or collateral agreements between the parties other than as set out in this Agreement. SR reserves the right to make changes to this Agreement by providing you with notice of the change by including it in an update to the Application or by any other reasonable method. If you continue to use the Application after notice of the change has been given, you shall be deemed to have accepted this change.