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7.1 **Term.** The term of this Subscription Agreement shall be the beta period agreed to with Red Maple (the "**Beta Term**"), unless the Beta Term is extended or this Subscription Agreement is otherwise terminated as provided below; provided that thereafter the term of this Subscription Agreement shall automatically renew for one (1) year renewal terms until either party provides the other party with at least thirty (30) days prior written notice of termination (such renewal terms collectively with the Beta Term, referred to herein as the "**Subscription Term**").

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7.5 **Effect of Termination.** Upon such termination, the Licensee shall promptly cease using the Software and promptly delete and erase and destroy the Software, including all and any copies thereof. Red Maple shall have no obligation to refund any paid subscription fees whatsoever.

7.6 **Survival.** Sections 3, 4, 5, 6, 7, 8 and 10 and any other terms of this Subscription Agreement which, by their nature, extend beyond this Subscription Agreement will survive the termination or expiration of this Subscription Agreement.

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By signing this Subscription Agreement, the Licensee hereby expressly accepts that any customer-specific information received by Red Maple on the basis of the contractual relationship regulated by this Subscription Agreement, i.e. concerning the Software, including Serial No., Nace Code, Name of Licensee, Address, Tel. No., Fax No., E-mail Address, URL, Contact Name and the name of the Licensee's supplier, may be used internally within the Red Maple Group only for the purpose of internal administration of the license to the Software.

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10.6 **Independent Contractors.** The parties are independent contractors, and this Subscription Agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. No party has the power to bind the other or incur obligations on the other's behalf.

10.7 **Electronic Execution in Counterparts.** This Subscription Agreement may be executed in counterparts including via execution of this Subscription Agreement electronically, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. An electronic transmission of your acceptance of this Subscription Agreement or other electronic transmission shall be legal and binding on you.

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