



## Red Maple Press, Inc.

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1.1.1 Red Maple hereby grants to the Licensee, a non-assignable, non-transferable and non-exclusive right to access the hosted Software for the Initial Term and any renewal term purchased by You, so long as such access is solely be Licensee's representatives who have been designated as Authorized Users (provided the number of Authorized Users shall not exceed the number of designated by Red Maple on the Invoice and such Authorized Users shall solely access the Software from the territory designated in connection with Your subscription (herein called the "Territory"). If no Territory has been designated, then the Territory shall be the U.S. This Software is licensed by Red Maple, not sold.

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**1.3 Audit.** Licensee must retain its authorization to use the Software at a specified level only for itself and its Subsidiaries and by the number of Authorized Users as is set forth in the Licensee's Invoice. Licensee agrees that on Red Maple's request an executive officer of the Licensee will certify in writing compliance with the terms of this Subscription Agreement. Licensee further agrees that Red Maple may during normal business hours and with reasonable prior notice, request and gain access to Licensee's premises for the limited purpose of conducting an inspection to determine and verify Licensee's compliance with this Subscription Agreement and Licensee's level of authorized use. The inspection will be conducted no more than once per year and in a manner not intended to disrupt Licensee's business and will be restricted in scope and duration to that reasonably necessary to achieve its purpose.

**1.4 Compliance with Law.**

**1.4.1** Licensee agrees to use its best efforts to assure that: any use, adjustment, translation and modification by Licensee shall neither: (a) infringe on or violate any copyright, patent, or any other proprietary right of any third party; (b) violate any applicable law, regulation or third party right; nor (c) contain any obscene or defamatory materials, information, data or content, as such may be finally determined by a court of competent jurisdiction.

**1.4.2** Licensee's performance of this Subscription Agreement shall comply in all material respect with, and neither contravene, breach nor infringe, any laws or regulations of the United States and that of any Territory.

**2. Fees.**

**2.1** Licensee shall pay the fees set forth on the Invoice. Fees shall be payable on the Effective Date of this Subscription Agreement in advance of each renewal of the term. If fees are not paid when due, Red Maple may terminate the access to the Software. Amounts not paid when due shall bear interest at 1.5% per month, or the highest non-usurious rate permitted under applicable law, whichever is less. If Red Maple is required to take legal action to collect any overdue amount, Licensee shall also pay reasonable costs of collection, including reasonable attorney fees.

**2.2** In this Subscription Agreement, all references to currency shall be references to the lawful currency of the United States of America. Any and all conversions shall be based on the exchange rate published in the Wall Street Journal on the date each payment is due.

**2.3** All fees paid by Licensee to Red Maple hereunder shall be inclusive of all excise and customs duties, costs, expenses, and other similar taxes imposed by any governmental authority relating to the export of the Software, and all withholding taxes that may be required by either the Territory or the United States government under the relevant tax laws and treaties, all of which taxes shall be paid by Licensee. All fees paid by Licensee to Red Maple hereunder shall be exclusive of all sales, goods and services, use and other similar taxes imposed by any governmental authority concerning the use of the Software in accordance with this Subscription Agreement, all of which taxes shall be paid by Licensee.

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7.1 **Term.** The term of this Subscription Agreement shall be the period agreed to with Red Maple as set forth in your Invoice (the "**Initial Term**"), unless the Initial 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 Initial Term, referred to herein as the "**Subscription Term**").

7.2 **Due to Expiration.** This Subscription Agreement and the license granted hereunder shall terminate upon the expiration of the Subscription Term.

7.3 **Termination by the Licensee.** The Licensee shall have the right to terminate this Subscription Agreement with at least sixty (60) days' notice prior to the termination of the then current Initial Term or renewal term. The Licensee shall not be entitled to a refund of the paid subscription fee upon such termination.

7.4 **Termination by Red Maple.** In the event of the Licensee's breach of this Subscription Agreement or any change in control or insolvency of Licensee, Red Maple shall have the right to terminate this Subscription Agreement immediately with written notice in addition to all other remedies under law or in equity.

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.

## **8. Applicable Law and Jurisdiction.**

8.1 THIS SUBSCRIPTION AGREEMENT SHALL BE DEEMED TO HAVE BEEN ENTERED INTO AT RED MAPLE'S LOCATION IN THE STATE OF TEXAS, U.S.A., REGARDLESS OF THIS PLACE OR PLACES OF SIGNING (INCLUDING ELECTRONIC SIGNING) BY THE PARTIES HERETO OR THE ORDER OF THEIR SIGNING. THE LAWS OF THE STATE OF TEXAS, EXCLUDING ITS CONFLICTS LAWS, SHALL GOVERN THIS SUBSCRIPTION AGREEMENT THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, THE ENTIRE RELATIONSHIP BETWEEN THE PARTIES HERETO, AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT. This Subscription Agreement is not governed by the United Nations Convention on Contracts for the International Sale of Goods. This Subscription Agreement is performable in Kendall County, Texas. Any lawsuit or other legal proceeding between the parties shall be brought only in the civil district courts of Kendall County, Texas, or the United States District Court for the Western District of Texas, San Antonio Division. The parties hereby consent to the personal and exclusive jurisdiction and venue of these courts. Each of the parties expressly waives any and all objections such party may have to venue, including, without limitation, the inconvenience of such forum, in any of such courts. If you are located outside the United States, then the following provision applies: Les parties aux présentes confirment leur intention que cette convention ainsi que tous les documents afférents soient rédigés dans la langue anglaise. (Translation: "The parties confirm that this agreement and all related documentation is and will be in the English language.")

8.2 Section 8.1 does not prevent Red Maple from seeking or obtaining injunctive relief or other extraordinary relief in any courts with jurisdiction. To the extent permitted by applicable law, Red Maple may take concurrent proceedings for injunctive relief in any number of jurisdictions.

## **9. Acceptance.**

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.

## **10. Other General Terms.**

10.1 **Entire Agreement.** This Subscription Agreement set forth the entire understanding between the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Subscription Agreement.

10.2 **Amendments.** This Subscription Agreement may not be amended, modified or superseded, unless expressly agreed to in writing by both parties. The parties acknowledge and agree that the terms of this Subscription Agreement will govern any subsequent renewal terms including any Updates provided by Red Maple, unless Red Maple has provided You with an updated subscription agreement in advance of the initiation of the next renewal of the Subscription Term in which case You agree that the terms of that agreement will govern any subsequent renewal term and that by Red Maple delivering the new subscription agreement and Licensee accepting such terms by continuing to use the Software that this Subscription Agreement shall be deemed amended, modified and superseded by such updated subscription agreement.

10.3 **Validity and Severability.** If any provision of this Subscription Agreement is held to be illegal, invalid or unenforceable, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, so as to reflect the original intent of the parties, and such provision shall not affect the legality and validity of the other provisions.

10.4 **Export Restrictions.** Licensee may not export or re-export the Software in violation of the export laws of the United States, or the applicable laws of any other jurisdiction. Among other things, U.S. laws provide that the Software may not be exported or re-exported to certain countries that are embargoed or restricted, or to certain restricted persons. Embargoed and restricted countries currently include, but may not be limited to, Cuba, Iran, Libya, North Korea, Syria and Sudan. LICENSEE SHALL INDEMNIFY AND HOLD RED MAPLE HARMLESS IN CONNECTION WITH ANY BREACH OF THIS SECTION.

10.5 **Waiver.** If either party does not exercise, or delays exercising, a right or remedy provided by this Subscription Agreement or by law, that failure or delay will not amount to a waiver of that right or remedy by that party. The fact that a party does exercise a right or remedy provided by this Subscription Agreement or by law does not prevent that party from exercising that right or remedy again, or exercising another right or remedy.

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.

10.8 **Notices.** All notices, requests or other communications required or permitted to be given hereunder shall be sent by registered mail, postage prepaid, facsimile, or electronic mail to the Licensee at its address designated by you in connection with Your subscription or to such other address as may from time to time be notified by either party to the other and to Red Maple at Red Maple Press, Inc., Attn: Legal, 301 E. San Antonio, Boerne, Texas 78006, Fax: 830.331.9691. Notices shall be deemed received upon actual receipt.

10.9 **Force Majeure.** Neither party shall be held liable for any damage sustained by the other party as a direct or indirect consequence of the non-performing party being delayed, prevented or hindered in the performance of its obligations under this Subscription Agreement as a result of a force majeure situation. Force majeure situations include war and mobilization, catastrophes of nature, strikes, lock-out, fire, import and export regulations and other unforeseeable circumstances beyond the control of the party concerned.

**10.10 Assignability.** The Licensee shall have no right to sell/rent out/lend or in any other way transfer, sublicense or in any other manner assign Your subscription to use the Software or any right or obligation under this Subscription Agreement to any third party without the prior written consent of Red Maple. Red Maple reserves the right to transfer its rights and obligations under this Subscription Agreement in whole or in part to another company within the Red Maple Group or a third party. Transfer in violation of this Subscription Agreement, in whole or in part, will be void *ab initio*.

**10.11 Construction.** Where the context so admits, any reference to the singular includes the plural, any reference to the plural includes the singular, and any reference to one gender includes all genders. In this Subscription Agreement, a reference to a Section is a reference to a Section in this Subscription Agreement. The Headings of this Subscription Agreement are for convenience only and shall not constrain or affect its construction or interpretation in any way whatsoever.

**10.12 No Third Party Beneficiaries.** Nothing express or implied in this Subscription Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

**10.13 Publicity; Information from Usage.** Red Maple shall have the right to include Licensee's name in advertising, publicity, press releases, marketing and other promotional materials or activities identifying customers of Red Maple. Licensee agrees that Red Maple (and Red Maple's designees) shall have the right to use, in any manner, in any medium, at its sole discretion and for any purpose, without any accounting or payment to Licensee, the contents of all oral and written reports to Red Maple and any and all other documentation, materials, know-how, information, ideas and concepts (i) gained by Red Maple as a result of Licensee's use and evaluation of the Software, (ii) gained by Licensee as a result of Licensee's use and evaluation of the Software, and/or (iii) transmitted and/or communicated by Licensee to Red Maple as a result of Licensee's use and evaluation of the Software (including corrections to problems in the Software and Documentation) (collectively, the "Gained Information"). The use of the Gained Information by Red Maple and its designees shall include but not be limited to the creation by Red Maple or its designees, based upon, using or otherwise incorporating the Gained Information, of (i) additions, changes, modifications, new versions and/or corrections to the Software and/or Documentation, (ii) additions, changes, modifications, new versions and/or corrections to any other computer programs, websites, copyrightable works and/or documentation, and/or (iii) new computer programs, copyrightable works and/or documentation (the "Creations"). Red Maple shall have the right to use, at its sole discretion, all such Gained Information, including but not limited to through creation of the Creations, for assignment, license, or other transfer to third parties in Red Maple's promotions, press releases, public relations, advertisements, and other sales and marketing activities. Under no circumstances will Red Maple become liable for any payment to Licensee for any information that Licensee provides, whether concerning the Software or otherwise, no matter how such information is used or exploited by Red Maple or anyone else. Furthermore, Licensee agrees that the Gained Information shall become the property of Red Maple.

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**11.2 "Authorized Users"** shall mean that number of employees or contract workers designated in connection with Your subscription in Your Invoice working for the Licensee or the Licensee's Subsidiaries or entities in Common Control with the Licensee (who are subject to written agreements with the Licensee to maintain the confidentiality, comply with the terms of this Subscription Agreement and respect the intellectual property of Red Maple) which have been authorized by the Licensee to use the Software in their work for the Licensee or the Subsidiary, and for which the Licensee has acquired and paid for the right of use to the Software.

11.3 **"Common Control"** shall mean (i) the ownership, directly or indirectly, of more than fifty percent (50%) of the voting equity interest in an entity, and (ii) the ability, directly or indirectly, to direct or cause the direction of the management and policies of that entity, whether through ownership of voting securities, by contract, or otherwise.

11.4 **"Database"** shall mean a single computer or server upon which internal financial data of the Licensee is stored and which is accessed by the Software.

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11.6 **"Error"** shall mean any error, problem, or defect resulting from an incorrect functioning of Code, if such error, problem or defect renders the Code inoperable, causes incorrect results, or causes incorrect functions to occur when any such materials are used.

11.7 **"Invoice"** shall mean the form presented to You electronically in connection with your entering into this Subscription Agreement.

11.8 **"Red Maple Group"** shall mean Red Maple Press, Inc., its subsidiaries and affiliated companies in common control with Red Maple Press, Inc., including any subsidiaries thereof.

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11.10 **"Subsidiaries"** shall mean entities in Common Control of Licensee for which the Licensee has acquired and paid for a subscription to the Software which were designated by You in connection with Your purchase of the subscription.

11.11 **"Updates"** shall mean a new release of Software by Red Maple that provides additional performance, additional functionality, and/or accumulated software changes, Error corrections and improvements, which Red Maple provides to existing licensees from time to time to correct deficiencies in, and/or to improve or extend the capabilities of, the Software and it(s) operation.

IN WITNESS WHEREOF, Licensee and Red Maple have caused this License Agreement to be signed and delivered by their duly authorized officers, all as of the Month , 20 .

**LICENSEE:**

ENTITY NAME, a State corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RED MAPLE:**

RED MAPLE PRESS, INC., a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_