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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 Agreement.

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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.

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10.2 **Amendments.** This Subscription Agreement may not be amended, modified or superseded, unless expressly agreed to in writing by both parties.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 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such terms by continuing to use the Software that this Subscription Agreement shall be deemed amended, modified and superseded by such updated subscription agreement.

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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.

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11.17 "**X++ Code**" shall mean Application Code written in Microsoft Dynamics™ 365 for Finance & Operations.

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