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2.1 Licensee shall pay the fees set forth on the Invoice. Fees shall be payable on the Effective Date of this Subscription Agreement and all fees for renewal terms shall be due and payable in advance of each anniversary of the Effective Date. 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 Partner (or 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.

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7.1 **Term.** The term of this Subscription Agreement shall be one (1) year commencing on the Effective Date (the "**Initial Term**"). Thereafter the term of this 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 **Termination Due to Expiration.** This Subscription Agreement and the license granted hereunder shall terminate upon the expiration of the Subscription Term.

7.3 Termination During Subscription Term.

7.3.1 **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.

7.3.2 **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.

7.4 **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. The Licensee shall not be entitled to a refund of any prepaid subscription fee upon termination regardless of whether under Section 7.2 or Section 7.3.

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8.2 Notwithstanding Section 8.1, Red Maple shall be entitled to seek or obtain 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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9.1 **Entire Agreement.** This Subscription Agreement sets 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

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10.2 **"AL Artifacts"** shall mean any object referenced within the Software contained as an extension in Microsoft Dynamics™ 365 Business Central.

10.3 **"AL Code"** shall mean Application Code written in Microsoft Dynamics™ 365 Business Central.

10.4 **"Application Code"** shall mean the computer programming code for the Software, i.e. the specific functions, forms, tables and reports which form a part of the Software including any AL Code or AL Artifacts.

10.5 **"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.

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10.8 **"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.

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