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FileMaker WebDirect, FileMaker Pro (for User Connections) and FileMaker Go clients are not restricted for use by authorized users (as defined in Section 1(d)).

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(i) "Maintenance Software" includes both Upgrades and Updates.

- (ii) "Upgrade" means an improvement to an existing product through added functionality and/or enhanced performance. Upgrades are identified by a change in the number to the left or right of the decimal point in the product version number (e.g., an upgrade from FileMaker Pro 7.0 to 8.0, or an upgrade from version 5.0 to 5.5).
- (iii) "Update" means bug fix updates containing fixes, compatibility updates to maintain compliance with specifications, and standards compatibility updates to interoperate with specific standards. Updates are identified by a change in the number to the right of the "v" (e.g., FileMaker Pro 8.0v2). Updates are generally made available only through electronic download.
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- (a) <u>Initial Term.</u> This Agreement will commence on the Contract Date and will terminate on the Expiry Date stated in FMI's contract system ("Initial Term"), unless the Agreement is renewed or terminated under the provisions of this Section 4. Following the Initial Term, Licensee must:
 - (i) Renew the Agreement under

Section 4(b);

- (ii) Terminate the Agreement under Section 4(d) and cease all use of the Software; or
- $\begin{tabular}{ll} (iii) & Relicense the software under one of FMI's other license programs under FMI's then-current terms. \end{tabular}$
- (b) Renewal Term(s). Following the Initial Term, the Agreement may be renewed for additional one or two (1 or 2) year periods as follows. Licensee must confirm its License Count in FMI's contract system on or before each Expiry Date and pay FMI's license renewal fees in order to renew the Agreement. FMI will confirm such renewal by issuing a license certificate that states the new Expiry Date and updating FMI's contract system.
- (c) <u>Breach</u>. If any breach of this Agreement by Licensee continues for more than ten (10) days after receipt of written notice of such breach by FMI, FMI may terminate this Agreement by written notice to Licensee, whereupon this Agreement and all rights granted to Licensee herein shall immediately cease. Breach of this Agreement includes, but is not limited to, Licensee's failure to pay any license fees when due.
- (d) Effect of Termination. Upon expiry or termination of this Agreement for any reason, all licenses under this Agreement are immediately terminated, and Licensee will cease all use, installation and copying of the Software. Within thirty (30) days following expiry or termination, Licensee must submit the required notice in FMI's contract system, confirming that Licensee has ceased all use of the Software and confirming that copies of the Software have been deleted or destroyed. If FMI does not receive Licensee's notice within thirty (30) days, then FMI may (i) invoice Licensee and Licensee is required to continue paying the license fees; and/or (ii) take steps to deactivate the Software so that Licensee may not continue to use it. Any fees paid to FMI under this Agreement are non-refundable upon expiry or termination of this Agreement.
- (e) <u>Survival</u>. Sections 1(e), 2, 4, 5, 6, 7 and 11 shall survive expiry or termination of this Agreement.
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- 7. Audit. No more than once per year and during ordinary business hours (after giving reasonable advance notice) FMI, or at either party's option, an independent third party reasonably acceptable to both parties, may audit Licensee and its records relating to its payment obligations under this Agreement for the purpose of confirming Licensee's compliance with this Agreement. At FMI's request, Licensee will provide a knowledgeable employee to assist in such audit. If such audit reveals that Licensee has underpaid amounts owing to FMI under this Agreement, Licensee will promptly pay FMI such past due amounts. If the amount which Licensee has underpaid in any period exceeds ten percent (10%) or more of the amounts actually owed to FMI for such period, Licensee will promptly reimburse FMI for the direct out-of-pocket expenses incurred in conducting such audit.

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