



Software License and Maintenance Agreement

v2.3

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- 23.4. The Licensee shall pay the Maintenance Fees annually in advance.

- Author-it shall invoice the Licensee for the Maintenance Fees. The Licensee shall pay such invoice within 30 days of the date of invoice. Maintenance Fees are not refundable.
- 23.5. If during the Maintenance Period, the Licensee orders additional Software licenses, or increases the number of licensed users, Author-it shall invoice the Licensee for the additional Maintenance Fees applicable thereto, prorated to the end of the Maintenance Period. If within 90 days before the end of a Maintenance Period, the Licensee orders additional Software licenses, or increases the number of licensed users, the Licensee must renew the maintenance on all Software licenses. In such event, the Licensee shall pay the applicable Maintenance Fees for all Software licenses in respect to the year following the expiration of the then current Maintenance Period and such prorated portion of Maintenance Fees for the additional Software licenses or licensed users to the end of the then current Maintenance Period.
- 23.6. If the Licensee does not pay the Maintenance Fees by the due date thereof, the Licensee will not be able to avail itself of the Maintenance Services.
- 23.7. The Licensee may not reduce the number of Software licenses during a Maintenance Period, except with the prior written consent of Author-it who may withhold its consent in its sole and absolute discretion.
- 24. Term**
- 24.1. The initial Maintenance Period is subject to automatic renewal on a year-to-year basis. Either party may give notice of its intention not to renew at least 90 days before the end of the initial Maintenance Period or 90 days before the anniversary date of any renewal Maintenance Period. If neither party gives such notice, the Maintenance Period shall automatically renew on a year-to-year basis until either party gives such notice at least 90 days before the anniversary date of any renewal Maintenance Period.
- 24.2. At the end of the final Maintenance Period, all Maintenance Services shall cease. The Licensee will not be able to download New Releases from the Author-it client website even if Author-it issues a major New Release shortly thereafter.
- 25. Assignment**
- 25.1. To provide efficient and effective Maintenance Services, Author-it may assign its obligations to provide Maintenance Services or sub-contract some or all of its obligations hereunder.

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