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(e) “Order Form” is the agreement provided by the Licensor which will outline the various Services that will be provided to the Licensee. By way of example and without limiting the forgoing definition, the Order form will outline the various modules licensed and the associated costs.

(f) “Service” means the most current version of the Licensor’s hosted, online service including all software, programs or applications, as outlined in the Order Form, necessary to access and use the Service, and all related documentation and manuals.

(g) “User Interface Page” means the secure web site accessible via the URL or other designated web site or IP address that Licensor will host and maintain to enable Licensee and its Users to access and use the Service.

(h) “Users” means employees, representatives, consultants, contractors or agents of the Licensee or any of its customers, resellers, suppliers or distributors, who are authorized by Licensee to use the Service and have been supplied user identifications and passwords to access and use the Service.

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(j) Privacy and Security. Licensor shall maintain security and confidentiality of the Service, the User Interface Page and any Licensee Data thereon.

(k) Publicity. Licensor may use the name of the Licensee in marketing materials and on its website for marketing purposes.

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4. TERM AND TERMINATION

(a) Term. This Agreement is effective on the date the Order Form is signed and will continue until terminated, as provided in the Order Form, or expired.

(b) The Licensee may terminate this agreement as provided in the Order Form.

(c) The Licensor may terminate this agreement if the Licensee has failed to pay the fee outlined on the Order Form in the manner outlined on the Order Form.

(d) If Licensor terminates this agreement for the Licensee’s failure to pay, the Licensee’s access to the Service will be terminated without notice. Licensor may restore access upon full payment of all outstanding balances plus a restoration fee as determined by the Licensor.

5. INVOICES AND PAYMENTS

(a) During the term of the contract, Licensor will issue invoices as outlined in the Order Form.

(b) If there is a price increase in the services, Licensor will provide sixty (60) day notice of such price increase.

(c) If Licensee fails to pay any outstanding balances plus interest at contracted rate outlined in the Order Form and including without limiting the generality of foregoing, amounts for the balance of term of contract, Licensor may assign the outstanding balances to a Collection Agency. Any and all fees incurred, including all actual legal fees by the Licensor to collect outstanding balances from the Licensee shall be added to the outstanding Licensee balance.

6. USER CONDUCT

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- (v) not to transmit through the Service, any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, profane or otherwise objectionable material of any kind or nature; and
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- (d) Licensee will promptly notify Licensor of any Claim for which it seeks indemnity under the terms of this Agreement. Licensee will permit Licensor to control, in a manner not adverse to Licensee, the defense and settlement of any Claim using counsel reasonably acceptable to Licensee. Licensee may employ counsel at their own expense with respect to any Claim. If Licensee employs counsel due to a Licensor conflict of interest or because Licensor does not assume control of the defense, then Licensor will bear the expense. Licensee will give reasonable assistance and cooperation to Licensor in the defense of the Claim. Licensor will

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