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7. Licensee agrees to defend and indemnify Licensor and hold Licensor harmless from any and all claims, losses, damages, complaints, or expenses connected with or resulting from Licensee's business operations other than those related to Licensor's willful and malicious misconduct. In the unlikely event of a security breach, Licensee agrees to notify Licensor within 24 hours of the occurrence.

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12. This License Agreement is valid without Licensor's signature. It becomes effective upon the earlier of Licensee's signature or Licensee's use of the Software.

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- **PAYMENT.** Upon payment by Licensee to Licensor of all licensing, hosting, support, and maintenance fees and other charges, Licensor shall allow access to the software. All fees and other charges are payable in full, in U.S. dollars.

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- The Simplicity nonpayment and/or declined payment policy is as follows: On the first day of nonpayment, a reminder email will go out to the client reminding them that their payment is overdue. The client will receive an email each day for the first seven days following a declined or nonpayment attempt. Each email will be sent to the email address Simplicity has on file and which the client manages via their software settings. At the end of the seven days, the client's account will be locked until payment is received. Thirty days after the initial declined payment, a termination email will be sent to the client notifying them that their account will be terminated and all data removed if they do not make a payment. Thirty days after the initial termination letter is sent (sixty days after the initial declined payment) the client is notified that their account will be terminated and data removed from their account. Access is terminated and accounts removed within the week. Simplicity staff makes every reasonable attempt during these 60 days of nonpayment to contact the client via phone or email to resolve delinquent payments and restore access to the client.

14. This License Agreement may be terminated by Licensee. In order to terminate service, Licensee is required to submit a written cancelation notice by Ticket submission, Email, or Postal Letter. At such time, all support, hosting, maintenance, services, and upgrades by Licensor will cease. Licensee understands that no refunds will be issued for cancelled accounts. Licensor may terminate this agreement at any time for any cause.

Licensee Signature

Date