



# FileMaker

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(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) Initial Term. 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

(iii) Relicense the software under one of FMI's other license programs under FMI's then-current terms.

(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) Breach. 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.

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