

Either Party may terminate this Agreement for convenience by providing ninety (90) days prior

written notice to the other Party. Upon such termination, Licensee shall cease all use of the

Licensed Software, return or destroy all copies in its possession, and certify such destruction

in writing to Licensor. Licensor shall provide Licensee with a prorated refund of any prepaid

fees covering the remainder of the terminated term, excluding any non-refundable setup or

implementation charges. Termination under this section shall be without prejudice to any other

rights or remedies available at law or equity.