

Plant an App

Subscription Software Agreement

(v2021.2 rev1)

This Subscription Software Agreement (“Agreement”) by and between Plant an App, Inc., a Delaware corporation located at 911 Washington Ave., Suite 501 St. Louis, MO 63101 (“Plant an App”), and the customer identified on a signed Order Form or by a Click-Through Acceptance (“Customer”), governs the provision of any Subscriptions, Services, and other materials or information provided by Plant an App to Customer.

The Agreement includes all terms contained in this document, Order Form(s), exhibits or statements of work(s) separately executed by the parties, and other documents expressly referenced herein. Unless specified to the contrary in an Order Form, this Agreement will be effective on the date of Customer’s signature on the Order Form (the “Effective Date”) or the click-through acceptance.

By accepting this agreement, either by executing an Order Form or by a Click-Through Acceptance that references this agreement, you agree to these terms and conditions. If you are entering into this agreement on behalf of a customer, you represent that you have the authority to bind that customer to these terms and conditions.

1. Definitions.

1.1 “Plant an App Platform” or “Platform” means Plant an App’s proprietary software, technology, frameworks, platforms, methodologies, facilitation guides, questionnaires, techniques, general purpose consulting and related know-how, logic, coherence and methods of operation of systems, user interfaces, screen designs, presentation materials, and best-practices documentation, including any enhancements, modifications or derivatives thereof, which are provided to Customer. Platforms, maintenance, and Services each individually and collectively include elements of Plant an App Platform.

1.2 “Subscription”, “Subscription Term” or “Term” means a yearly agreement that provides the rights to access and use the Plant an App Platform for the respective time period, as identified on an Order Form, including related Support that may be provided by Plant an App from time to time for the Platform.

1.3 “Start Date” means the date on which Customer is provided access to the Platform.

1.4 “Authorized Administrator” – means the number of employees or Consultants identified by the Customer on an Order Form or an Automated Registration Form who; (a) are given password-protected access to the Platform; (b) have the authority on behalf of Customer to administer Named Users within the Platform, and (c) who may contact Plant an App Support directly in accordance with Section 2.3 herein.

1.5 “Consultant” or “Partner” means an individual or entity providing services or other assistance to Customer or Plant an App in connection with each party’s respective obligations under this Agreement, as applicable.

1.6 “Customer Data” means all data, information and materials provided by Customer for use with the Plant an App Platform.

1.7 “Order Form” means one or more Plant an App order forms specifying the Subscriptions and Services to be provided to the Customer by Plant an App.

1.8 “Click-through acceptance” means clicking a box indicating your acceptance, submitting a self-onboarding form or clicking a payment button that states the acceptance.

1.9 “Named User(s)” means the number of employees, Consultants or customers of the Customer that are given password-protected access to Customer Data by an Authorized Administrator.

1.10 “Unauthenticated User(s)” means the number of individuals that can access parts of the system without requiring a password.

1.11 “Low-Code Systems” or “Low-Code Software Systems” means software systems that are the result of using the Plant an App application building features.

1.12 “Builders”, “Citizen Developers”, or “Low-Code Engineers” means employees or contractors of Customer that are involved in building Low-code Systems.

2. Services PROVIDED.

2.1 Platform Access. Subject to the terms and conditions of this Agreement, Plant an App will make the Platform available to Customer over the internet for Customer’s use. Unless otherwise provided in an Order Form, the Platform may only be accessed by Authorized Administrators, that are responsible for setting up password protected access for other users. The system might also contain public sections that are accessed freely by Unauthenticated Users.

2.2 Security. Plant an App will operate an information security program utilizing industry standard policies and technologies to protect Customer Data from unauthorized disclosure or access. In addition to the Customer’s responsibilities outlined elsewhere in the Agreement, Customer shall take commercially reasonable security precautions to

prevent unauthorized or fraudulent use of Plant an App Platform by Customer, Customer's employees, Consultants, agents, or any other third parties authorized by Customer to access the Platform on Customer's behalf.

2.3 Support. During the Subscription Term, Plant an App will provide support to the Authorized Administrators specified in applicable Order Form(s) or in the self-onboarding forms. The support will be provided by the support team via the Help Center or by the designated Success Manager, when included in an Order Form, via email and other communications channels mutually agreed. Such support consists solely of assistance with usage questions or troubleshooting bugs related to the Platform supplied by Plant an App ("Support"). Regular support hours are from 2:00 a.m. to 6:00 p.m. U.S. Central Time, Monday through Friday, (except U.S. federal holidays). Additional support terms are defined in the accompanying SLA Agreement.

2.5 Services. *(Applicable only to Customers where Services are included in an Order Form or Statement of Work)*. In connection with the implementation and provision of Platform, Customer may engage Plant an App to provide certain implementation and deployment services ("Implementation Services"), consulting services ("Consulting Services"), Support services ("Support Services") and other services ("Other Services") (all such services, collectively, the "Services") as set forth in an Order Form or in any separate statement of work executed by the parties ("Statement of Work" or "SOW"). Customer acknowledges that the provision of Services by Plant an App is dependent on Customer providing access to relevant resources and timely decisions and input in connection with those Services as described in the SOW. Customer further acknowledges that any delays in response, feedback, or access could result in an extended delivery timeline, additional charges, and sub-optimal results. Either Plant an App or Customer may initiate a change request when a material change or event occurs that may impact the scope or delivery timeline of Services. Plant an App will respond with formal documentation including a description of the change, the effort to implement the change, the impact to the Order Form or SOW, and the cost of the change ("Change Proposal"). Customer and Plant an App must agree in writing to any Change Proposal in the form of an email or a written amendment to the applicable Order Form or SOW before any such change is effective.

3. FEES AND PAYMENT TERMS.

3.1 Fees. Unless otherwise provided in an Order Form, Plant an App may invoice Customer for all fees and all other charges immediately following the Effective Date. All fees specified in an Order Form are in U.S. Dollars and all payments must be submitted in U.S. Dollars. Unless specified to the contrary in an Order Form, fees for any Renewal Term may be increased by Plant an App, but not more than 20% in a year for the same package, and will be invoiced on the same schedule as in effect for the billing period

immediately prior to the expiration of the Term. Where applicable, and with written Customer approval prior to any expense being suffered or incurred, Customer will reimburse Plant an App for all reasonable travel, food, lodging and other out-of-pocket expenses incurred in performance of Services.

3.2 Payment Due Date. Unless otherwise provided in the applicable Order Form or Statement of Work, payment from the Customer is due within thirty (30) days from the receipt of an invoice.

3.3 Late Payment. For any late payment, Customer may be required to pay interest at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or at the maximum rate permitted by law, whichever is less. In addition to other rights and remedies available to Plant an App hereunder together with cost of collection (including reasonable legal fees), Plant an App may suspend access to Platform and stop providing Services if Customer does not correct any delinquent amounts within ten (10) days of receipt of written notice of nonpayment. Any previously suspended Platform and/or Services will be promptly restored following Plant an App's receipt of all delinquent amounts. Suspension under this Section 3.3 will not constitute a termination of this Agreement, nor will it relieve Customer of obligations or liabilities under this Agreement.

3.4 Taxes. All amounts due under an Order Form do not include taxes or levy (including interest and penalties). Customer will reimburse Plant an App and hold Plant an App harmless for all sales, use, VAT, excise, property or other taxes or levies which Plant an App is required to collect or remit to applicable tax authorities. This provision does not apply to Plant an App's income or franchise taxes, or any taxes for which Customer is exempt, provided Customer has furnished Plant an App with a valid tax exemption certificate.

4. CUSTOMER OBLIGATIONS.

4.1 Customer Control. Customer will be solely responsible for administering and monitoring the use of login IDs and passwords provided by Authorized Administrators within the Platform or on behalf of Customer by Plant an App. Upon the termination of employment of any User or Authorized Administrator, Customer will terminate that individual's login ID and password. Plant an App is not responsible for any damages resulting from Customer's failure to manage the confidentiality of its login ID and passwords and Customer is responsible for any actions arising out of use or misuse of Customer's login IDs.

4.2 Prohibited Uses and Customer Restrictions. Customer must not rent, sublease, sublicense, assign, use as a service bureau, copy, lend, sell, distribute, derive works from, decompile, disassemble or reverse engineer the Plant an App Platform provided under this Agreement for the purpose of building Low-Code Software Systems, except as explicitly permitted hereunder. Customer must not: (a) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts,

agents or programs in, to or from the Plant an App Platform; (b) interfere with or disrupt the integrity or performance of the Plant an App Platform, or the data contained therein; (c) use the Plant an App Platform in a manner inconsistent with its applicable documentation; or (d) attempt to gain unauthorized access to the Plant an App Platform or related systems or networks.

5. OWNERSHIP, RIGHTS & CONFIDENTIAL INFORMATION.

5.1 Customer Ownership and License. As between Customer and Plant an App, and subject to the rights of Plant an App set forth below, Customer owns all right, title and interest in and to all Customer Data and all Customer-provided marketing plans, designs, images, templates, sketches, artwork, logos, trade names, trademarks, processes, and text copy ("Customer Content"). Customer has sole responsibility for the accuracy, quality and right to use of all Customer Data and Customer Content. Customer grants to Plant an App and its suppliers a non-exclusive, fully paid-up license to use, reproduce, store, modify and publicly display Customer Data and Customer Content, to the extent necessary for Plant an App and its suppliers to perform their obligations under this Agreement.

5.2 Results. Customer acknowledges and agrees that Plant an App may (a) anonymize and aggregate benchmarking results of Customer use of the Plant an App Platform with results of other customers' use (collectively "Results"); and (b) use and disclose the Results for any purpose provided that the Results do not individually identify Customer or Customer Data.

5.3 Plant an App Ownership. As between Customer and Plant an App, Plant an App and/or its licensors are the sole owners of all right, title and interest in and to the Plant an App Platform. If Customer provides any feedback, comments, suggestions, ideas, requests or recommendations for modifications or improvements to the Plant an App Platform ("Feedback"), Customer hereby assigns and agrees to assign all right, title and interest in any such Feedback to Plant an App to be used for any purpose. All rights not expressly granted to Customer hereunder are reserved by Plant an App and its licensors.

5.4 Plant an App Platform License. Subject to payment in full to Plant an App as specified in an Order Form, Plant an App grants Customer a royalty free, non-exclusive, non-transferable, time-bounded license to use, for Customer's staff to build software systems and subject to the terms of this Agreement, the Plant an App Platform as included in Subscriptions, maintenance and Services. For use in connection with Platform and Services, the term of Customer's permitted use will be the duration of the Subscriptions. Custom is has the right to charge for the software systems built with Plant an App as long as the end users do not have access to any of the Plant an App application building features and Company retains ownership of the software system.

5.5 Confidential Information. “Confidential Information” means any information disclosed by one party (“Discloser”) to the other party (“Recipient”), either directly or indirectly, in writing, orally or by inspection, which is designated as “Confidential,” “Proprietary” or some similar written designation or otherwise reasonably identifiable as confidential information. Information communicated orally will be considered Confidential Information if the information is identified as being Confidential Information at the time of disclosure. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information that: (a) is or becomes publicly available through no breach of this Agreement by Recipient; (b) is already in the possession of Recipient at the time of disclosure as shown by Recipient’s files and records immediately before the time of disclosure; (c) is obtained by Recipient from a third party without obligation of confidentiality; or (d) is independently developed by Recipient without use of or reference to Discloser’s Confidential Information, as demonstrated by Recipient’s documents. Recipient will only use Discloser’s Confidential Information to exercise its rights or perform its obligations under this Agreement and will protect Discloser’s Confidential Information by using the same degree of care that Recipient uses to safeguard its own confidential or proprietary information of a like nature from unauthorized use, disclosure, or dissemination, but not less than a reasonable degree of care. Recipient will restrict access to Discloser’s Confidential Information to Recipient’s employees and Consultants who require such access in the course of their assigned duties and responsibilities and who have been informed of Recipient’s obligations of confidence and have agreed in writing to preserve confidentiality of such information under terms and conditions no less restrictive than those set forth herein, provided that Customer must not permit a competitor of Plant an App to access Plant an App’s Confidential Information without Plant an App’s prior express written approval. If Discloser’s Confidential Information is required to be disclosed under any law or judicial order, Recipient will (to the extent permitted by law) give Discloser prompt notice thereof and use its commercially reasonable efforts to seek or cooperate with Discloser in seeking a protective order at Discloser’s request and expense. Each party acknowledges that any unauthorized disclosure or use of the Confidential Information may cause the other party irreparable harm and that such party will be entitled to seek injunctive relief in the event the other party does not fulfill its obligations under this Section.

6. INDEMNIFICATION.

6.1 Intellectual Property Indemnification. Plant an App will indemnify, defend and hold harmless Customer from and against any third party claim brought against Customer alleging that Customer’s permitted use of the Platform infringes any United States patent or trademark, or any copyright, or misappropriates a trade secret of a third party. If Customer’s use of the Platform is, or in Plant an App’s opinion is likely to be, enjoined due to the type of infringement specified above, Plant an App may, at its option and expense, obtain a license for the continued use of the Platform or modify the Platform to provide substantially equivalent functions and are no longer infringing, or, if neither of the foregoing alternatives are implemented, terminate Customer’s right to the allegedly

infringing portion of the Platform and refund to Customer any amounts prepaid for such Platform for the period following such termination. This Section 6 states the entire liability of Plant an App with respect to any type of third party infringement claim.

6.2 Customer Indemnification. Customer will indemnify, defend and hold harmless Plant an App from and against any claim brought against Plant an App arising out of a breach or an alleged breach by Customer of the provisions referenced herein.

6.3 Mutual Indemnification. Each Party will indemnify and defend the other Party against any third party claims arising from the indemnifying Party's gross negligence or willful misconduct.

6.4 General Indemnification Terms. In case of any indemnified claim under this Section 6, the indemnified party will (a) give written notice to the indemnified party within thirty (30) days of becoming aware of an indemnified claim; (b) provide control of the defense of the claim to the indemnifying party, including the right to settle; provided however, that the indemnifying party will not settle any such suit or claim without the indemnified party's prior written consent, which will not be unreasonably withheld or delayed; and (c) provide reasonable cooperation in the defense thereof.

7. WARRANTY.

7.1 Mutual Representations and Warranties. Each Party represents and warrants that (a) it has the right and power to enter into this Agreement, and (b) an authorized representative has accepted this Agreement.

7.2 Platform Warranty. Plant an App warrants that the Platform will perform in all material respects with the functions described in the then-current Plant an App product documentation included in the Platform for the entire duration of Subscription(s). This warranty does not apply if the Platform is not administered by Customer in accordance with this Agreement, or any applicable instructions and training provided by Plant an App. If the Platform fails to operate as warranted in this Section 7.2 and Customer notifies Plant an App in writing of the nature of the non-conformance ("Notice"), Plant an App will use commercially reasonable efforts to promptly repair or replace the non-conforming Platform without charge. If, after a reasonable opportunity to cure, Plant an App does not remedy the non-conformance, Customer may no later than sixty (60) days after giving the Notice, terminate the Platform portion of the Order Form and receive a refund of the prepaid Platform fees for the period following the date of Notice. The foregoing provides Customer's sole remedy for breach of the exclusive warranty in this Section 7.2.

7.3 Services Warranty. Plant an App warrants that all Services performed hereunder will be performed in a workmanlike and professional manner.

7.4 Disclaimer of Warranties. EXCEPT AS PROVIDED IN THIS AGREEMENT, PLANT AN APP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Although Plant an App will use best effort to ensure that the platform, and the install and upgrade packages are secure, it does not warrant that the Platform or the data stored through the use of the Platform are not susceptible to intrusion, attack or computer virus infection.

8. LIMITATON OF LIABILITY.

8.1 Liability Cap. IN NO EVENT WILL CUSTOMER OR PLANT AN APP, PLANT AN APP'S LICENSORS OR CONSULTANTS BE LIABLE UNDER ANY THEORY OF LIABILITY, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE Platform AND SERVICES GIVING RISE TO SUCH DAMAGES IN THE ONE (1) YEAR PERIOD PRIOR TO THE CLAIM.

8.2 Disclaimer of Damages. IN NO EVENT WILL CUSTOMER OR PLANT AN APP, PLANT AN APP'S LICENSORS OR CONSULTANTS BE LIABLE, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION OR LOST PROFITS EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

9. TERM AND TERMINATION.

9.1 Term. Unless terminated earlier in accordance with this Section 9, the initial term of this Agreement is the period beginning on the Effective Date and ending the number of months or years specified in the Order Form thereafter ("Initial Term"). At the end of the Initial Term, this Agreement will renew for consecutive renewal terms equal to twelve (12) months in length (each, a "Renewal Term"), unless Customer gives Plant an App a written notice of termination at least sixty (60) days before expiration of the Initial Term or at any time during the then-current Renewal Term. The terms Initial Term and Renewal Term will be collectively referred to in this Agreement as the "Term," and each may be specific to an Order Form. Unless otherwise specified in an Order Form for a particular Platform, Plant an App will make each Platform available to Customer from the period commencing on the Start Date applicable to the Platform in question and through the Term of the Agreement. In the event Customer commits a material breach of this Agreement, if such breach is not cured within thirty (30) days of written notice thereof, then Plant an App may terminate this Agreement by written notice within thirty (30) days of such failure to cure. In the event of a material breach by Plant an App of its obligations hereunder, if such breach is not cured within thirty (30) days of written notice thereof, Customer may terminate the non-conforming portion of the Order Form by written notice to Plant an App within thirty (30) days of such failure to cure. This Agreement may be terminated by Plant an App if Customer files a petition for

bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern. Customer may terminate this Agreement, without cause, upon sixty (60) days prior written notice to Plant an App. No refunds are applicable in this situation.

9.2 Effect of Termination. Upon termination of this Agreement or termination of a Platform or Service, as the case may be, Plant an App may immediately cease providing any such terminated Platform or Service and Customer's rights to use the affected Plant an App Platform, Plant an App Confidential Information, and other Plant an App materials (collectively "Materials") will cease. Customer will immediately stop using such Materials and will return such Materials to Plant an App, or destroy all copies thereof, except for reasonable electronic backup copies kept in the normal course of business that are subject to reasonable document destruction procedures. Plant an App will immediately return any Customer Content to the Customer, in human readable form. Upon termination of this Agreement, Plant an App will have no further obligation or liability hereunder and all fees due under the Agreement will become due and payable to Plant an App immediately upon such termination. The provisions of Sections 1, 3, 4, 5, 6.2, 6.3, 6.4, 7.4, 8, 9, and 10 will survive termination or expiration of the Agreement.

10. GENERAL

10.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all previous agreements or representations, whether oral or written. This Agreement may not be modified or amended, except in writing signed by an authorized representative of each party. Any ordering document (e.g., purchase order) that originates from Customer will not be binding on Plant an App, and any accompanying terms and conditions are null and void. In the event of any conflict among the terms of this Agreement, an Order Form, or a Scope of Work (SOW), the following order of precedence will apply: (1) Order Form; (2) Agreement; (3) Scope of Work (SOW).

10.2 Compliance with Laws. Plant an App agrees to comply with all laws applicable to Plant an App in the provision of Platforms and Services hereunder. Customer agrees to comply with all laws applicable to Customer in its receipt and use of Platforms and Services hereunder.

10.3 Counterparts. This Agreement (including Order Forms) may be executed in counterparts, which together form one legal instrument. Any executed copy of this Agreement made by reliable means (e.g., photocopy, scan copy, electronic signature or facsimile) is considered an original.

10.4 Notices. Notices under this Agreement will be in writing, signed and provided to the contact and address indicated in the Order Form, provided that a party may change such contact or address by written notice to the other party. All notices under this Agreement

will be in writing and sent by (a) personal delivery, including confirmed scan delivered by email; (b) overnight courier; or (c) first class mail, certified or registered, return receipt requested. Notices to Plant an App will be addressed to office@plantanapp.com

10.5 Publicity. Unless otherwise specified in the Order Form(s), Plant an App may identify Customer as a customer of Plant an App. Plant an App may issue a press release announcing the relationship formed by the Agreement, which will provide to Customer for a period of review and comment prior to release. Plant an App may issue a press release announcing the results obtained by Customer from using the Platform, subject to the prior approval of Customer, not to be unreasonably withheld or delayed.

10.6 Headings. Headings are for reference purposes only and have no substantive effect.

10.7 Assignment. In the event of Customer's acquisition of, or merger with, a third party Customer may continue to use the Plant an App Platform and the obligations and rights of Customer under this Agreement will apply to, and may be exercised only in connection with, the operations of Customer as they existed on the date prior to the acquisition or merger. Customer may not otherwise assign this Agreement or otherwise transfer any rights hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of Plant an App. Any assignment or transfer in violation of this Section will be null and void.

10.8 Choice of Law. This agreement will be governed and interpreted in accordance with the laws of the state of Missouri without regard to the conflicts of law provisions of any state or jurisdiction.

10.9 Dispute Resolution. Any dispute between the parties arising out of this Agreement will be first submitted to senior management of both parties for a good faith attempt at amicable resolution. If the parties cannot settle the dispute within thirty (30) days after such meeting of senior management, the dispute will be mediated in confidential mediation proceedings by a mutually acceptable mediator to be chosen by Plant an App within thirty (30) days after written notice by either party demanding mediation. Plant an App and Customer will equally share costs of the mediation. The use of any of the above-mentioned procedures will not be construed under the doctrines of laches, waiver, or estoppel to affect the rights of either party adversely. Nothing in this Section will prevent Plant an App from collecting fees due under Section 3, nor will it prevent either party from resorting to judicial proceedings, if (a) good faith efforts to resolve the dispute under these procedures have been unsuccessful; (b) the claim or dispute involves intellectual property rights; or (c) interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others.

10.10 Force Majeure. Except for Customer's payment obligations, not due to public health instructions or guidance from the jurisdiction of the Customer, neither party will be liable to the other party for any delay or failure of Plant an App to perform its obligations

hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of such other party. Such causes include, but are not limited to, acts of God, floods, fires, epidemic or pandemic including Covid-19, loss of electricity or other utilities, or delays by Customer in providing required resources or support or performing any other requirements hereunder.

10.11 Independent Contractor. Plant an App is an independent contractor and nothing in this Agreement will be deemed to make Plant an App an agent, employee, partner or joint venture of Customer. Plant an App will have no authority to bind, commit, or otherwise obligate Customer in any manner whatsoever.

10.12 Nonsolicitation. During the term of this Agreement and for a period of two (2) years thereafter, each party agrees not to hire, solicit, nor attempt to solicit, the services of any employee of the other party or Consultants of Plant an App without the prior written consent of such other party. Each party further agrees not to hire, solicit, nor attempt to solicit, the services of any former employee of the other party or former Subcontractor of Plant an App for a period of one (1) year from such former employee's or Consultants last date of service with such other party. Violation of this provision will entitle aggrieved party to liquidated damages against the other party equal to two hundred percent (200%) of the solicited person's gross annual compensation.

10.13 Third Parties. Plant an App will have the right to use Consultants in performance of its obligations and services hereunder and, for purposes of this Agreement, all references to Plant an App or its employees shall be deemed to include such Consultants.

10.14 No Waiver. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.

10.15 Severability and Reformation. Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or becomes unenforceable or illegal, such provision will be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.

The Parties have accepted this Subscription Software Agreement by the signing of any Order Form(s) referencing it or by a click-through acceptance.