

# StoreReflect Software as a Service Agreement

IMPORTANT - PLEASE READ CAREFULLY: BY CREATING AN ACCOUNT OR BY UTILIZING THE STOREREFLECT SERVICE YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

This software as a service subscription agreement (the “Agreement”) governs your use of the System (as defined below) and any related services provided by StoreReflect, LLC, a Delaware limited liability company, having its principal place of business at Boonton Opera House, 715 Main Street, Boonton, NJ 07005. You are referred to as “Customer” in this Agreement. If you use the System, or if you click “I agree” or take any other affirmative action indicating your acceptance of this Agreement, then you have agreed to these terms. If you are an agent or employee of the intended subscriber or user, you individually represent and warrant to StoreReflect that you are authorized to bind that party to this Agreement. If you do not agree to this Agreement, then you are not authorized to use the System.

## 1. Definitions

(a) **Components.** “Components” means the individual modules, features or products that make up the System. From time to time, new Components will be introduced to the System, and those Components may be restricted to specific Editions.

(b) **Customer Data.** “Customer Data” means any of Customer’s information, documents, or electronic files that are provided to StoreReflect hereunder.

(c) **Documentation.** “Documentation” means the online documentation provided at [www.storereflect.com/documentation](http://www.storereflect.com/documentation) which will be instantiated when the product is released to the public.

(d) **Edition.** “Edition” means the named configuration of the System that has been licensed to the Customer. An Edition defines what Components, limits, and/or usage restrictions are placed on the System licensed to the Customer. From time to time, new Components will be introduced to the System, and those Components may be restricted to specific Editions. New named Editions may also be introduced from time to time. Currently, StoreReflect offers three Editions: (i) “Basic”; (ii) “Pro”; and, (iii) “Enterprise.”

(e) **Effective Date.** “Effective Date” is the date on which the Customer’s subscription to the licensed Edition of the System starts, which shall commence upon receipt of Customer’s payment for an Edition of the System and acceptance of this Agreement (i.e. the beginning of the contract term).

(f) **Error.** “Error” means any reproducible material failure of the System to function in accordance with its Documentation.

(g) **Maintenance Windows.** “Maintenance Windows” means collectively, standard maintenance and emergency maintenance. Standard maintenance windows will be published in advance on StoreReflect’s website at least 72 hours in advance of the start of the standard maintenance window. Emergency maintenance will occur as needed. StoreReflect will make reasonable efforts to publish emergency maintenance windows on StoreReflect’s website in

advance of the emergency maintenance window, but it is possible that advanced notification of an emergency window may not occur.

**(h) System.** “System” means the Basic version of this software service for which Customer has agreed to try on a two (2) week free trial basis, including any Updates relating thereto that may be provided hereunder or thereunder, and any derivative works of the foregoing (the “Free Trial”). At the end of the Free Trial and subject to Section 2, Customer shall have the option to purchase a license hereunder for a Basic, Pro or Enterprise Edition. If Customer does not purchase such license to continue use of the System in one of the three (3) Editions at the end of the Free Trial, then the System shall cease to operate and Customer shall uninstall any and all Components accessible by Customer.

**(i) Service Administrator.** “Service Administrator” means the person(s) that Customer designate(s) to purchase on behalf of Customer usage of the Service, authorize Users under the Agreement, create accounts for additional Users and otherwise administer Customer’s use of System. This system allows for one (1) “Service Administrator” account.

**(j) Support.** “Support” means the ongoing services by StoreReflect to support the System as defined in Section 3 below.

**(k) Update.** “Update” means any patch, bug fix, release, version, modification or successor to the System.

**(l) User.** “User” means a named individual to whom Customer has granted access to use the System on Customer’s behalf, regardless of whether or not the User actually accesses the Software. Users may be Customer’s employees, consultants, contractors or agents.

## **2. Use Rights**

**(a) Use Rights.** During the term and subject to the terms of this Agreement, StoreReflect hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right to permit Users to use the licensed Edition of the System for Customer’s business purposes. The use right in the preceding sentence is limited to use by the number of Users which Customer and StoreReflect have agreed. Said use rights are non-transferable, except in the event of a voluntary transfer of substantially all assets by Customer to a transferee which executes StoreReflect’s form of agreement agreeing to be bound by all of the terms and conditions of this Agreement. All rights in and to the System not expressly granted herein are reserved to StoreReflect.

**(b) License and Use Restrictions.** Customer shall not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, or decompile the System; (ii) modify, create derivative works based upon, or translate the System or Documentation; (iii) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit the System or Documentation in any form to any other party, nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder. You acknowledge and agree that StoreReflect shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the System and Documentation and any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer or any of the Users relating to the System.

(c) **System Administrator; User Access.** Customer shall designate one or more System Administrators. System Administrators shall be responsible for managing User access, including adding and subtracting Users. The System Administrator shall ensure that multiple Users do not share a password or user name. Customer acknowledges and agrees that it is prohibited from sharing passwords and/or user names with unauthorized users.

(d) **Customer Data.** Customer owns all right, title and interest in the Customer Data. Customer hereby grants to StoreReflect, a non-exclusive, non-transferable (except as set forth in Section 9(d) below), non-sublicensable right and license to use, copy, transmit, modify and display the Customer Data solely for purposes of Customer's use of the System. StoreReflect shall not use the Customer Data except to improve the System and as necessary to perform its obligations hereunder.

(e) **No Sensitive Data; Customer Responsibilities.** Customer acknowledges that the System is not intended for use with protected health information under HIPAA, credit card numbers, financial account numbers, or other similarly-sensitive personal information, and that Customer assumes all risk arising from use of any such sensitive information with the System, including the risk of any inadvertent disclosure or unauthorized access thereto. Customer is responsible for ensuring that Customer and Customer's Users' use of the System is in compliance with all applicable laws and governmental regulations and Customer acknowledges that Customer assumes all risk arising from any such use that is not compliant with applicable laws and regulations.

(f) **Security.** Customer is solely responsible for maintaining the security of all user names and passwords granted to it, for the security of its information systems used to access the System, and for its Users' compliance with the terms of this Agreement. StoreReflect will act as though any electronic communications it receives under Customer's user names have been sent by Customer. Customer will immediately notify StoreReflect if it becomes aware of any loss or theft or unauthorized use of any of Customer's passwords or user names. StoreReflect has the right at any time to terminate or suspend access to any User or to Customer if StoreReflect believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the System or StoreReflect's network.

### 3. Support

(a) **Services Generally.** Subject to the terms of this Agreement, StoreReflect shall use commercially reasonable efforts to make the System available to Customer.

(b) **Updates.** StoreReflect may deliver Updates to the System at StoreReflect's discretion. From time to time, new Components or features may be released that are applied selectively to different Editions of the System.

(c) **Support Options and Procedures.** StoreReflect shall provide general support to the Customer as set forth on Exhibit "A."

(d) **Error Correction.** For this Edition, StoreReflect may or may not decide to correct Errors or to provide a reasonable workaround for software issues. Customer shall provide such access, information, and support as StoreReflect may reasonably require in the process of resolving any Error.

(e) **Support Exclusions.** StoreReflect is not obligated to correct any Errors or provide any other support to the extent such Errors or need for support was created in whole or in part by:

- (i) the acts, omissions, negligence or willful misconduct of Customer, including any unauthorized modifications of the System or its operating environment;
- (ii) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of StoreReflect's firewall);
- (iii) Customer's use of the System other than in accordance with the System's documentation; or
- (iv) a Force Majeure Event.

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#### **4. Financial Terms**

(a) **Fees.** During the Free Trial, StoreReflect will not charge Customer any fees for use of the Basic Edition. Following the Free Trial, should Customer purchase a license to continue use of the System in one of the three (3) Editions, Customer shall pay the subscription fees, monthly in advance via credit card and authorize StoreReflect to auto-charge such credit card every thirty (30) days thereafter during the Term. Details of fee structure is set forth in "**Exhibit B**".

#### **5. Term and Termination**

(a) **Term.** The term of this Agreement commences on the Effective Date and shall continue during the Free Trial. Should Customer purchase a license to continue use of the System in one of the three (3) Editions, the Term shall be monthly. \_\_\_\_\_

(b) **Termination for Convenience.** Either party can terminate this Agreement with or without cause upon one day written notice to the other party.

CUSTOMER ACKNOWLEDGES THAT UPON TERMINATION OF THIS AGREEMENT, STOREREFLECT IS UNDER NO OBLIGATION TO EITHER MAINTAIN CUSTOMER DATA OR TO PROVIDE CUSTOMER WITH ACCESS TO OR A COPY OF THE CUSTOMER DATA.

#### **6. Confidentiality, Non-Compete and Non-Solicitation**

(a) **Confidential Information.** "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) of a party that: (A) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (B) the disclosing party designates as confidential or, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation: (i) nonpublic information relating to a party's technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (ii) third-party information that Customer or StoreReflect is

obligated to keep confidential; (iii) the material terms and conditions of this Agreement; and (iv) any nonpublic information relating to any activities conducted hereunder.

**(b) Exclusions.** Notwithstanding the above, the term “Confidential Information” does not include any information that is either: readily discernible from publicly-available products or literature; or approved for disclosure by prior written permission of an executive officer of the disclosing party.

**(c) Use of Confidential Information.** Each party shall only use Confidential Information furnished to it hereunder in furtherance of the activities contemplated by this Agreement, and, except as authorized in this Agreement, it shall not disclose the Confidential Information to any other persons without the disclosing party’s express written authorization.

**(d) Required Disclosures.** A receiving party may disclose Confidential Information of the disclosing party as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow it to seek a protective order or other appropriate remedy (except to the extent compliance with the foregoing would cause the receiving party to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and uses its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

**(e) Return of Information.** Except as set forth otherwise in the specific provisions concerning Customer Data set forth in Section 6(c) above, if a disclosing party so requests at any time, the receiving party shall return promptly all copies, extracts, or other reproductions in whole or in part of the Confidential Information in its possession.

**(f) Non-Solicitation.** During the term of this Agreement and for a period of twenty four (24) months thereafter, Customer agree that, without the prior written consent of the StoreReflect, Customer will not, directly or indirectly, on its, his or her behalf or on behalf of any other person or entity, (i) call upon, solicit, divert or take away or attempt to solicit, divert or take away any of the customers, clients, business or patrons of StoreReflect; or (ii) solicit or attempt to solicit for employment any person who is then an employee of or consultant to StoreReflect or who was an employee of or consultant to StoreReflect at any time during the twelve (12) month period immediately prior to the date of the subject solicitation.

**(g) Survival.** The parties hereto covenant and agree that this Section 6 will survive the expiration, termination, or cancellation of this Agreement for a period of 3 years, except for Confidential Information constituting a trade secret, with respect to which this Section will survive the expiration, termination, or cancellation of this Agreement for so long as such Confidential Information remains a trade secret. The parties acknowledge that the foregoing restrictions placed upon the Customer are necessary and reasonable in scope and duration and are a material inducement to the StoreReflect to execute, deliver and perform its obligations arising under or pursuant to this Agreement.

## **7. Indemnification**

**(a) No Warranties.** FOR CUSTOMER USING ONLY A BASIC EDITION DURING A FREE TRIAL, YOU ACKNOWLEDGE THAT YOU ARE NOT ENTITLED TO ANY INDEMNIFICATION FROM STOREREFLECT AND STOREREFLECT DISCLAIMS ALL

REPRESENTATIONS AND WARRANTIES. FOR THE SAKE OF CLARITY, STOREREFLECT ASSUMES NO LIABILITY TO ANY CUSTOMER USING A BASIC EDITION DURING A FREE TRIAL VERSION OF THE SYSTEM. SUCH USE IS AT CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT THE SYSTEM MAY ALTER CUSTOMER DATA IN PRODUCTION. CUSTOMER IS RESPONSIBLE FOR BACKING UP ALL DATA AND HEREBY RELEASES STOREREFLECT FROM ANY LIABILITY THEREFOR.

**(b) Indemnification by Customer.** Customer shall defend, indemnify and hold harmless StoreReflect from and against all damages, liabilities, losses and expenses, including reasonable attorneys' fees and expenses, resulting from any third-party claim, suit or proceeding that arises from the Customer and/or the Customer's Users' use of the System and the Customer Data.

**(c) Indemnification by StoreReflect.** StoreReflect shall defend, indemnify and hold harmless Customer from and against all damages, liabilities, losses and expenses, including reasonable attorneys' fees and expenses, resulting from any third-party claim, suit or proceeding that arises from infringement of the intellectual property rights of any such third-party. StoreReflect shall have no liability to indemnify and defend Customer to the extent (i) the alleged infringement is based on infringing information, data, software, applications, services, or programs created or furnished by or on behalf of Customer; (ii) the alleged infringement is the result of an unauthorized modification made by Customer; or (iii) Customer uses the System or Documentation other than in accordance with this Agreement or any Documentation.

**(d) Indemnification Process.** The indemnified party shall promptly notify the indemnifying party in writing of any third party claim, stating the nature and basis of the third party claim, to the extent known. The indemnifying party shall have sole control over the defense and settlement of any third party claim, provided that, within fifteen (15) days after receipt of the above-described notice, the indemnifying party notifies the Indemnified Party of its election to so assume full control. The foregoing notwithstanding, the indemnified party shall be entitled to participate in the defense of such third party claim and to employ counsel at its own expense to assist in the handling of such claim, except that the indemnified party's legal expenses in exercising this right shall be deemed legal expenses subject to indemnification hereunder to the extent that (x) the indemnifying party fails or refuses to assume control over the defense of the third party claim within the time period set forth above; (y) the indemnified party deems it reasonably necessary to file an answer or take similar action to prevent the entry of a default judgment, temporary restraining order, or preliminary injunction against it; or (z) representation of both parties by the same counsel would, in the opinion of that counsel, constitute a conflict of interest. The indemnifying party shall not settle any such third party claim without the written consent of the indemnified party, except for a complete settlement requiring only the payment of money damages to be paid by the indemnifying party.

**(e) Sole Remedy.** Indemnification pursuant to this Section is the parties' sole remedy for any third-party claim against the other party in the nature of intellectual property infringement or misappropriation.

## **8. Service Level Commitments, Disclaimers, Limitations and Miscellaneous**

**(a) Service Level Commitments; Credits.** StoreReflect does not guarantee network availability between Customer and the StoreReflect hosting servers, as such availability can

involve numerous third parties and is beyond the control of StoreReflect. StoreReflect will not be liable for nor provide any service credits hereunder for any downtime regardless of the cause and even if caused in whole or part by StoreReflect or by any third-party data center provider nor for any downtime that Customer experiences as a result of Customer or Customer's Users' own network connectivity issues.

**(b) Disclaimer of Warranties.** STOREREFLECT MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CUSTOMER DATA, SYSTEM, THE SERVICES PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE SYSTEM. WITHOUT LIMITING THE FOREGOING, STOREREFLECT DISCLAIMS ANY WARRANTY THAT THE CUSTOMER DATA, SYSTEM, THE SERVICES PROVIDED BY STOREREFLECT, OR THE OPERATION OF THE SYSTEM ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. STOREREFLECT MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

**(c) Disclaimer of Consequential Damages.** STOREREFLECT SHALL HAVE NO LIABILITY WITH RESPECT TO THE CUSTOMER DATA, SYSTEM, SERVICES, OR ITS OTHER OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND THE COST OF COVER) EVEN IF STOREREFLECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**(d) Limitations of Remedies and Liability.** OTHER THAN THE INDEMNITY OBLIATIONS SET FORTH IN SECTION 7(c), WHICH SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO STOREREFLECT BY CUSTOMER, STOREREFLECT SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY REASON AND HAS NO LIABILITY TO CUSTOMER BASED UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS.

**(e) Audit Rights.** At StoreReflect's written request, but not more frequently than annually, Customer shall furnish StoreReflect with a document signed by Customer's authorized representative verifying that the System is being used pursuant to the provisions of this Agreement. Customer is responsible for implementing reasonable means to monitor its compliance with the terms of this Agreement. If StoreReflect reasonably believes that Customer is not in compliance with this Agreement, StoreReflect reserves the right to audit Customer's use of the System no more than twice annually at StoreReflect's expense. Any such audit shall be conducted during regular business hours at Customer's facilities, shall not unreasonably interfere with Customer's business activities, and shall comply with Customer's standard published security procedures. If such audit reveals that Customer has underpaid fees to StoreReflect, Customer shall promptly pay to StoreReflect such fees at the prices previously agreed to for such Services together with the cost of the audit.

**(f) Notices.** Notices regarding this Agreement to StoreReflect shall be in writing and sent by first class mail or overnight courier at the address provided at that time on StoreReflect’s website. StoreReflect may give notice by means of posting notice on the System, by electronic mail to Customer’s e-mail address on record with StoreReflect, or by written communication sent by first class mail or overnight courier to Customer’s address on record in StoreReflect’s account information. All notices shall be deemed to have been given three days after mailing or posting (if sent by first class mail), upon delivery in the case of courier, or 12 hours after either sending by e-mail or posting on the System.

**(g) Force Majeure.** “Force Majeure Event” means any act or event that (a) prevents a party (the “Nonperforming Party”) from performing its obligations or satisfying a condition to the other party’s (the “Performing Party”) obligations under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. “Force Majeure Event” does not include economic hardship, changes in market conditions, and insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party’s performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event.

**(h) Assignment.** StoreReflect may assign any of its rights or obligations under this Agreement at any time; provided, however, that StoreReflect shall not assign the rights granted to Customer Data in Section 2(d) except in connection with the sale, reorganization, consolidation or similar transaction (whether by merger, asset sale, equity sale, contribution, or otherwise) of (i) StoreReflect, (ii) the System or (iii) a portion of StoreReflect or the System that would reasonably require the acquirer of said portion to be assigned such rights to the Customer Data. Customer shall not assign any of its rights under this Agreement, except with the prior written approval of StoreReflect, which shall not be unreasonably withheld. The preceding sentence applies to all assignments of rights, except in the event of a voluntary transfer of substantially all assets by Customer to a transferee which executes StoreReflect’s form of agreement agreeing to be bound all of the terms and conditions of this Agreement. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section is void.

**(i) Governing Law; Venue.** The laws of the State of New Jersey (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Any claims or actions regarding or arising out of this Agreement must be brought exclusively in a court of competent jurisdiction sitting in Morris County, New Jersey, and each party to this Agreement submits to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to this Agreement. Each party waives, to the fullest extent permitted by law, any objection that it may now or later have to (i) the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any state or federal court sitting in Morris County, New Jersey; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

**(j) Recovery of Litigation Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the unsuccessful



party shall pay to the successful party its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the successful party may be entitled.

**(k) Entire Agreement.** This Agreement constitutes the final agreement between the parties with regard to the subject matter contained in this Agreement. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than any that are expressly stated in this Agreement.

**(l) Amendments.** The parties can amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

**(m) Survival of Certain Provisions.** Each party hereto covenants and agrees that the provisions in Sections 1, 2(b), 6, 7, and 8 in addition to any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

**STOREREFLECT**

**EXHIBIT A**  
**Support Options and Procedures**

Basic Edition: Via Email

Pro Edition: Via Email

Enterprise: Via Phone or Email

**EXHIBIT B**  
**FEES and TERM**

1. **Edition License.** Following the Free Trial, Customer opts to purchase a license for the following Edition:

\_\_\_ Basic

\_\_\_ Pro

\_\_\_ Enterprise

StoreRelect shall bill Customer such fees beginning on the date of the purchase of such Edition License and every thirty (30) days thereafter. Customer shall pay any and all such fees via credit card. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with the Services hereunder. If StoreRelect has the legal obligation to pay or collect Taxes for which Customer is responsible related to these fees, StoreRelect will invoice Customer and Customer will pay that amount unless Customer provides StoreRelect with a valid tax exemption certificate authorized by the appropriate taxing authority.

2. **Term.** In the event that Customer opts to purchase a license as set forth above and subject to the terms of Section 5, the term of the Agreement shall begin on the Effective Date and shall continue until cancellation.