

**SOFTWARE LICENSE AGREEMENT ADDENDUM**

**ENTERPRISE GROUP LICENSE**

This Software License Agreement Addendum (“**Addendum**”) is entered into as of [DATE] (the “**Addendum Effective Date**”) by and between Lucky Penny Software LLC (“**Lucky Penny**”) and [NAME OF CUSTOMER] (“**Customer**”) and supplements the Software License Agreement [dated [DATE]] OR [located at [URL]] governing Customer’s use of the Licensed Product (the “**Agreement**”). Capitalized terms not defined herein have the meanings set forth in the Agreement.

1. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control and supersede the conflicting provisions solely to the extent of such conflict. All other terms of the Agreement remain in full force and effect.
2. The following shall be added to Section 2.14 as subsection (c):

“(c) An **Enterprise Group License** shall mean a subscription license for all development for a named Customer and its Affiliates. “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with Customer. As used herein “control” means the legal or equitable ownership of at least a majority of the voting equity interests in such entity. The Enterprise Group License permits use by Customer and its Affiliates as part of Customer’s corporate group as reasonably contemplated at the time of purchase. Customer shall notify Lucky Penny within thirty (30) days following any material change to its corporate structure that may expand the scope of use of the Licensed Product, including any change where (i) the number of Affiliates using the Licensed Product increases by more than 100% relative to the baseline number of such Affiliates at the time of purchase, and (ii) more than twenty (20) Affiliates are using the Licensed Product. Following such notice, the parties shall in good faith discuss and agree on appropriate licensing terms, which may include a requirement to obtain a Global License. In the event that an entity is no longer an Affiliate of Customer, such entity can no longer use the Licensed Product under Customer’s Enterprise Group License.”

3. The phrase “or Enterprise Group” shall be added after the word “Enterprise” in the following sections of the Agreement: 4.2.f, 4.2.f.1, 4.2.g.10, 6.3, 10.1, and 16.2.2.
4. The following shall be added at the end of Section 17.15: “Enterprise Group Licenses cannot be downgraded to an Enterprise, Standard License or Professional License under any circumstances.”
5. Except as expressly modified by this Addendum, all terms of the Agreement remain unchanged.
6. This Addendum may be executed electronically and in counterparts and shall be deemed effective as of the Addendum Effective Date.

IN WITNESS WHEREOF, the authorized representatives of each party have executed this Addendum as of the Addendum Effective Date.

<b>CUSTOMER</b>	<b>LUCKY PENNY SOFTWARE, LLC</b>
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: