

SOFTWARE LICENSE AGREEMENT ADDENDUM

GLOBAL 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) A **Global License** shall mean a subscription license for all development for a named Customer and an unlimited number of Affiliates of Customer. “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. 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 Global License.”
3. The phrase “or Global” 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: “Global Licenses cannot be downgraded to an Enterprise Group, 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.

CUSTOMER	LUCKY PENNY SOFTWARE, LLC
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: