

## SOFTWARE LICENSE AGREEMENT ADDENDUM

### PERPETUAL FALLBACK 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) **Order of Precedence**. 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) **Eligibility**. Customers that purchase Standard, Professional or Enterprise Licenses are eligible to purchase a perpetual fallback license as described in this Addendum. Customers that purchase an Enterprise Group License are eligible to purchase a perpetual fallback license only for those Affiliate entities that were authorized to use the Licensed Product under the Agreement and any applicable addenda as of the effective date of termination or expiration of the applicable subscription term. Customers that purchase Global Licenses are not eligible for perpetual fallback licensing unless otherwise agreed in writing.
- 3) **Perpetual Runtime and Application Use Rights**. Notwithstanding anything to the contrary in the Agreement, unless Lucky Penny terminates the Agreement due to a material breach by Customer:
  - a) **Perpetual Rights for Existing Applications**. Customer shall have a perpetual, irrevocable, royalty-free, non-exclusive right to use, operate, execute, and internally distribute any Customer Applications, systems, or software that were developed during a valid subscription term and that incorporate or depend upon the Licensed Product.
  - b) **No Removal or Disablement Requirement**. Upon expiration or termination of the Agreement or any subscription thereunder, unless such termination is due to a material breach by Customer, Customer shall not be required to remove, replace, disable, or cease operating any Customer Applications developed during a valid subscription term.
  - c) **Scope Limitation**. The rights granted in this Section apply solely to Customer Applications developed during an active subscription term and do not permit creation of new applications using the Licensed Product after termination, except as expressly permitted below.
- 4) **Post-Termination Maintenance and Support Rights**. Following expiration or termination of a subscription term:
  - a) Unless Lucky Penny terminates the Agreement due to a material breach by Customer, Customer may maintain, patch, update, debug, and support any Customer Applications developed during a valid subscription term.
  - b) Unless Lucky Penny terminates the Agreement due to a material breach by Customer, Customer may modify its own proprietary code contained within such Customer Applications.
  - c) Customer shall not be permitted to use the Licensed Product to develop new Customer Applications unless and until a new subscription term is in effect.
  - d) For clarity, post-termination maintenance, patching, and update activities do not include the right to upgrade to or use versions of the Licensed Product released after the expiration or termination of the applicable subscription term.

For clarity, unless Lucky Penny terminates the Agreement due to a material breach by Customer, post-termination maintenance activities shall not constitute a breach of the Agreement.

- 5) **Clarification of Development vs. Runtime Use**. For purposes of the Agreement:
  - a) “Development use” refers to use of the Licensed Product to create new software or applications.
  - b) “Runtime use” refers to execution of compiled Customer Applications that incorporate the Licensed Product.

Unless Lucky Penny terminates the Agreement due to a material breach by Customer, termination or expiration of a subscription term shall affect development use only and shall not restrict Customer’s runtime use of Customer Applications developed during a valid subscription term.

- 6) **No Implied Waiver.** Except as expressly modified by this Addendum, all terms of the Agreement remain unchanged. Nothing in this Addendum shall be construed as granting Customer rights to redistribute the Licensed Product as a standalone product or to disclose Lucky Penny source code.
- 7) **Execution.** 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: