Addendum Software Purchase Agreement

# Data

Agreement Reference: Software Agreement between the "company name" and To-Increase BV dd.mm.yyyy

Delivery description:

Customer’s contact person:

To-Increase’s contact person:

# Purchase of standard software

Perpetual licenses

If the Agreement shall include purchase of perpetual licenses for Standard Software the Products will be specified in the following:

• [specify the Standard Software products as well as the price, the date of delivery for these products]

• [specify the corresponding update subscription, hereunder the yearly price and the start-date for the subscription]

[Insert relevant Unit of Measure]

Subscription based license

If the Agreement shall include purchase of subscription-based rights to use Standard Software then such Products will be specified in the following:

• [specify the Standard Software products to be subscribed as well as the subscription fee per month or other relevant interval, the start date of subscription period, and price mechanisms for increased/decreased volume]

[Insert relevant Unit of Measure]

Initial term: [insert months/year].

IPR owners update subscriptions: (product, price and time of delivery)

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Additional conditions

Once the parties have accepted this specific order of additional Standard Software, it shall be regarded as an individual and independent delivery, which is separately governed by the legal terms of the parties’ Software Agreement. By signing this Agreement the Customer hereby accepts these terms.

The Customer shall be bound by the IPR-owners at any time valid license terms and update subscription terms etc. (if any) even though these terms might not be attached or signed.

The Parties have agreed that during the initial term the subscription-based licenses is fixed and will not be price adjusted for the units of measures specified above nor terminated for convenience.

Some Standard Software products are user-based, meaning that the exact number of licenses that the Customer must acquire to such product depends on the number of users acquired by the Customer for a different Standard Software product, e.g. the number of Microsoft Dynamics AX users or Microsoft Dynamics NAV users. Such interdependency between the licenses to two different Standard Software products will be stated in the license terms or conditions of at least one of the two involved Standard Software products. When dealing with such user-based products or similar interdependencies, the Customer hereby accepts that automatic purchase of further licenses will occur whenever users are acquired for the other involved product upon which the former product is dependent. This shall apply even if such interdependency is neither stated in the Agreement nor in this addendum, in which the relevant Standard Software is purchased, as long as it is nevertheless stated in the license terms or conditions of the Product. Whenever the mentioned interdependency occurs in practice, the To-Increase is entitled to acquire the required extra licenses on behalf of the Customer and to invoice the Customer for these extra licenses (including update subscription when applicable).

**For approval**

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| --- | --- | --- |
|  | To-Increase | Customer |
| Name | Luciano Cunha | [add name signatory here] |
| Title | CEO | [add title here] |
| Signature |  |  |
| Signature date |  |  |
| Legal Check: |  |  |