

## ADDENDUM TO SOFTWARE LICENSE AGREEMENT

This Addendum to Software License Agreement (“**Addendum**”), effective as of \_\_\_\_\_, 2019 (“**Addendum Effective Date**”), is made and entered into by and between Winshuttle, LLC (“**Winshuttle**”) and \_\_\_\_\_ (“**Licensee**”).

### RECITALS

- A. Winshuttle and Licensee entered into a Software License Agreement of even date herewith (the “**Agreement**”), pursuant to which Licensee acquired from Winshuttle, among other things, the right to license and use certain of Winshuttle’s software products.
- B. Licensee wishes to acquire licenses to use certain software products not defined in the Agreement.
- C. Winshuttle and Licensee wish to define those additional products and describe the scope of use to be licensed and certain other license terms, all as set forth in this Addendum.

In consideration of the mutual promises set forth herein, and other good and valuable consideration the sufficiency of which is hereby acknowledged by each party, Winshuttle and Licensee hereby agree as follows:

### ADDENDUM

- 1. Definitions.** Unless otherwise expressly defined in this Addendum, all capitalized terms herein shall have the meanings ascribed to them in the Agreement.
- 2. Use of Winshuttle for Finance.** Licensee’s use of Winshuttle for Finance is restricted to usage and data movement to Finance SAP Objects only, including custom Finance objects. The license granted to Licensee for use of the Winshuttle for Finance product is an annual subscription license. Subscriptions will automatically renew unless Licensee give Winshuttle prior written notice at least 2 weeks in advance of the renewal date. Winshuttle will send out multiple renewal reminders, starting 90 days prior to the renewal date, with the expected invoice that includes any true-up amount. Licensee may switch to a smaller volume tier at the time of renewal by providing Winshuttle with written notice. The volume within each tier is based on a preset record count of the maximum allowable transaction records posted to SAP. Studio and Runner licenses under this model are not for named user but rather limited to one per login credential. The licensed login account may be associated with a service account, bot, or Application Programming Interface (API) access that can be licensed based on records processed by the system itself. This model will follow a true-up model; usage in excess of the expected will be accounted for, new tier pricing will be applied as appropriate, and Licensee will be invoiced accordingly. No credits will be applied in the event of prepaid but unused license volume. Winshuttle will allow early adopter customers a 50% overage in Year 1. Subsequent year(s) will need to be adjusted to the appropriate Tier.
- 3. Maintenance and Support.** Licensee will be subscribed to Winshuttle’s standard Support and Maintenance Program, as described in the Agreement, which for the avoidance of doubt will entitle Licensee to receive described support and upgrades. Support and maintenance fees are included in the License Fees.

4. **Winshuttle for Finance Packages.** Each tier will include a pre-packaged bundle consisting of a pre-determined set of product licenses that enable the organization to assign to users up to the maximum allowable amount set in the tier and as defined by the contract.

- The Winshuttle Finance Studio only tiers provide rights to use the Studio and Runner products. They also include 4 hours of pre-packaged web training.
- The Winshuttle Finance with User Governance model adds rights to the User Governance product and includes 6 hours of pre-packaged web training.
- The Winshuttle Finance with User Governance model adds rights to the Entire foundation platform and includes 12 hours of pre-packaged web training.

5. **Compliance; Audits.** During the term of this Agreement and for three (3) years thereafter, Licensee will keep (in accordance with generally accepted accounting principles), and Winshuttle may (upon reasonable notice and during normal business hours) examine and make copies of, all usage logs and other records relating to this Agreement and Licensee's use of the Software. If any audit reveals that Licensee has failed to comply with any material obligation under this Agreement, including without limitation use of a license granted pursuant to this Addendum with respect to non-permitted t-codes, Licensee's licenses will be converted to a standard Winshuttle Studio named user license, and Licensee will be invoiced accordingly. Failure to pay such amended invoices will result in the termination of all licenses.

6. **Continued Effect; Conflicts.** Except as expressly amended by this Addendum, all terms and conditions of the Agreement remain unchanged and will continue in full force and effect. In the event of any conflict between the terms set forth in this Addendum and the terms set forth in the Agreement, the terms of this Addendum will govern.

7. **Counterparts; Facsimiles.** This Addendum may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. To expedite the process of entering into this Addendum, the parties acknowledge that copies of the Addendum (including, without limitation, copies of any signatures) that are reproduced or transmitted via electronically receipted facsimile transmission will be equivalent to original documents until such time (if any) as original documents are completely executed and delivered. Notwithstanding the foregoing, at either party's option the parties will deliver to one another original executed copies of this Addendum as promptly as possible after request by either party.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the Addendum Effective Date.

**Winshuttle:**

**Licensee:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_