

Aurea Unlimited is a membership program which rewards customers for their continued business and loyalty. Conditions for Customer's (as identified on the Quote) eligibility to obtain certain software are set out in this Aurea Unlimited Addendum. The following terms and conditions (the "**Aurea Unlimited Addendum**") are subject to the agreement (including Orders) pursuant to which Customer licensed the Primary Products (the "**Master Agreement**").

1. **Purpose.** This Aurea Unlimited Addendum outlines terms pursuant to which the Customer has the option, at its sole discretion, to enter into a new Quote with Service Provider (as identified on the Quote) to order Eligible Products (defined below) by using credits that are calculated based on Customer's past or current Software purchases from Service Provider (the "**Aurea Unlimited Quote**").
2. **Terms and Conditions.** Customer's use of Eligible Products shall be limited to the Term and subject to the Master Agreement and applicable Quote.
3. **Definitions.** The following terms have the meanings given to them below.
  - 3.1. "**Eligible Products**" means the Software (not including Primary Products) that is listed at <https://www.aurea.com/unlimited/> (the "**Eligible Product Listing**"). Eligible Products may be added or removed by Service Provider at its sole discretion by way of notice on the Eligible Product Listing. Eligible Products that are removed after Customer has already executed an Aurea Unlimited Quote for such Eligible Products shall be deemed to remain Eligible Products as to Customer for the remainder of the Term of such Aurea Unlimited Quote.
  - 3.2. "**List Price**" means the Service Provider's price for Software. Eligible Product List Prices will be included on the Quote provided to the Customer for the Eligible Products that are selected.
  - 3.3. "**Primary Product(s)**" means all Software product(s) for which Customer has active subscriptions from Service Provider in the 12 months preceding the effective date of the applicable Aurea Unlimited Quote
  - 3.4. "**Annual Base Fee**" means the aggregate amount of subscription fees paid by Customer to Service Provider in the 12 months preceding the effective date of the applicable Aurea Unlimited Quote. The Annual Base Fee is also referred to herein as the "**Credit Amount.**"
4. **Ordering Eligible Products.** To order Eligible Products utilizing the Credit Amount, Customer will request Eligible Products from Customer's account representative. An applicable Aurea Unlimited Quote will be prepared by the account representative based upon the Credit Amount available, the scope and volume of Eligible Products to be licensed and the List Price attributable thereto. If the Credit Amount does not cover the full cost, any amounts due will be set forth in the Aurea Unlimited Quote. Such increased payment amount will be included in the calculation of the Credit Amount for future Eligible Product subscriptions. The Aurea Unlimited Quote will become effective and binding upon mutual execution by authorized signatories of the parties. More information on how to calculate and apply Credit Amounts is provided on Appendix A.
5. **Additional Professional Services.** Customer may elect to obtain additional professional services with respect to installation and deployment of the Eligible Products. All costs of installation and deployment will be borne by Customer. Should Customer elect to hire Service Provider for any installation, deployment, customization, or other professional services, any such engagement will require the mutual execution of a Professional Services Agreement. Credit Amounts are not eligible to be applied to any such services.
6. **Term.** The "Term" of the license to Eligible Products licensed pursuant to an Aurea Unlimited Quote will be prorated and made coterminous with the Term for the applicable Primary Products (as the "Term" is defined in the Quote pursuant to which such Primary Products were subscribed). To the extent that Primary Products' terms are not coterminous, the Aurea Unlimited Quote will also include a true up to make all Products licensed by Customer (Primary Products and newly licensed Eligible Products) coterminous as to the latest expiring Term. Upon expiration of the Aurea Unlimited Quote Term, Customer's rights to use the Products will immediately cease and the Products must be immediately Erased or returned to Service Provider. For the purposes of this Section, "Erased" means the destruction of all Eligible Products licensed under the Aurea Unlimited Quote so that no copy of the Products can be accessed or restored in any way.
7. **Additional Terms and Conditions.** To remain eligible to (i) utilize Credit Amounts and (ii) retain licenses to Eligible Products, Customer's must (i) continue all renewals and (ii) maintain the then current Annual Base Fee, without reduction. The Aurea Unlimited Quote will set forth that all software licensed from Service Provider (whether pursuant to an Aurea Unlimited Quote or previously) will thereafter be subject to Service Provider's then current terms and conditions for subscription and maintenance.

## **Appendix A**

### **More Information**

The Customer may apply the full Credit Amount to each of any number of Eligible Products (for example if Customer has a Credit Amount of \$1Million, Customer may purchase \$1Million of subscription licenses to Eligible Product A and \$1Million of licenses to Eligible Product B). For clarity, to the extent that any price discounts had previously been applied to Primary Product(s) or any other previously licensed Eligible Products, such discounts shall not apply to any incremental license of Primary Product(s) to which Credit Amounts are to be applied (Credit Amounts will always be applied at List Price).

#### **Calculation Examples**

Customer has a subscription to Products A and B. Customer's annual subscription fees are as follows:

Product A - \$100,000 annual subscription fee – 200 named users purchased at \$500 per named user 18 months earlier

Product B - \$300,000 annual subscription fee – 500 named users purchased at \$600 per named user 18 months earlier

Customer's Credit Amount is \$400,000

#### **Scenario A:**

Customer provides Service Provider with notice that it would like to use its Credit Amount of \$400,000 to purchase a twelve month subscription to:

100 named user licenses of Product C – List Price Calculation = \$100,000

600 named user licenses of Product D – List Price Calculation = \$300,000

The Credit Amount would be applied to Product C and Product D and the Aurea Unlimited Quote would include no additional subscription fees, except for the prorated subscription fees for prior licensed software to be coterminous with the Aurea Unlimited Quote subscriptions.

#### **Scenario B:**

Customer provides Service Provider with notice that it would like to use its Credit Amount of \$400,000 to purchase:

400 additional named user licenses of Product C – List Price Calculation = \$400,000

400 additional named user licenses of Product D – List Price Calculation = \$450,000

1000 named user licenses of Product E – List Price Calculation = \$500,000

The Credit Amount would be applied to Products C, D and E and the Aurea Unlimited Quote would include subscription fees of \$100,000 for the Product E licenses (\$500,000 minus \$400,000 Credit Amount plus prorated subscription fees for prior licensed software to be coterminous with the Aurea Unlimited Quote subscriptions). Because the Credit Amount is immediately reset at \$500,000, the additional licenses to Products C and D fall below the new Credit Amount and do not carry any additional subscription fee.