

ERP APP USER LICENSE AGREEMENT

Last Updated: 1.16.2026

This User License Agreement (this “Agreement”) is a legal contract between you, as either an individual or a business entity, including licensed affiliated companies, and ERP App Marketplace, LLC (“ERP App”).

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING ERP APP’S PROPRIETARY SOFTWARE. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU AND ERP APP CONCERNING THE SOFTWARE.

I. ERP APP SOFTWARE

Grant of License. Subject to and conditioned on your payment of the subscription fee set forth in Exhibit A, ERP App hereby grants to you (“User”, “you”) a limited, nonexclusive, revocable license to display, perform, and otherwise use the Software in machine-readable, object code form only as authorized in this Agreement.

Definitions. “**User**” means User’s employees, representatives, consultants, contractors or agents who are authorized to use the Software and have been supplied user identifications and passwords by User (or by ERP App at User’s request). “**Software**” means the embedded ERP App Marketplace software modules and any other online portal supporting the software to which User is being granted access under these terms, including the ERP App Technology, Content, Early Software, Trial Software and any product, service or license belonging to any third party that is part of the Software as well as any corrections and enhancements including fixes, patches, workarounds, updates, and upgrades to the Software made available to Users. “**ERP App Technology**” means all ERP App’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to User by ERP App in providing the Software. “**Content**” means the audio and visual information, documents, software, products and services contained in or made available via the Software, other than User Data. “**User Data**” means any data, information or material that you or your users, subscribers or partners may disclose or submit to ERP App or the Software while using the Software.

Reservation of Rights. ERP App reserves all rights not expressly granted to you in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any Intellectual Property Rights or other right, title, or interest in or to the Software.

Delivery. ERP App shall deliver the Software electronically, on tangible media, or by other means to you within five (5) days following the payment of the Fees as defined below. The Software shall be delivered in a format compliant with the Sharable Content Object Reference Model (SCORM) standards.

Updates. ERP App may provide periodic updates to the Software for the purpose of improving its performance, but ERP App has no obligation to perform any updates, bug fixes, patches, or other error corrections to the Software under the Agreement.

Scope of Use. You may make and use as many copies of the Software as your license allows. The Software may not be used on or distributed to a greater number of computers than you have licenses for. You may also use a reasonable number of copies of the Software for testing, offline archival purposes, and training on a non-production server. No other right or license to use or make copies of the software is granted or implied.

Limitations on Use. You shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software in any way; (ii) modify or make derivative works based upon the Software; (iii) reverse engineer the Software; or (iv) access the Software in order to build a competitive product or service. Additionally, you shall not use the Software to: (i) interfere with or disrupt the integrity or performance of the Software or the data contained therein; or (ii) attempt to gain unauthorized access to the Software or its related systems or networks.

User's Responsibilities. You shall: (i) notify ERP App immediately of any unauthorized use of any password or account or any other known or suspected breach of security with respect to the Software; and (ii) report to ERP App immediately and use reasonable efforts to stop immediately any copying or distribution or misuse of Software that becomes known or suspected by you or your users.

No Assignment of Rights. You may not sublicense, lease, rent, or lend your rights in the Software, as granted by this Agreement, to any third party other than licensed affiliate companies, without prior written consent of ERP App or authorized ERP App resellers.

Operating Environments. You acknowledge that ERP App licenses the Software for use with an authorized number of licensed affiliated companies, users or devices on environments supported by ERP App (i.e. ERP systems, Excel or Office applications and operating systems, etc.).

Reverse Engineering. You agree not to decompile, reverse engineer, disassemble, decrypt, translate, modify, or adapt the Software or otherwise attempt to derive the source code of the Software.

II. PAYMENT.

Fees. You shall pay ERP App the fees ("Fees") set forth in Exhibit A without offset or deduction. All Fees are payable in advance in the manner set forth in Exhibit A and are non-refundable, except as provided in this Agreement. You shall make all payments hereunder in US dollars.

Taxes. All Fees and other amounts payable by you under this Agreement are exclusive of taxes and similar assessments. You are responsible for all sales, use, and excise taxes,

and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by you hereunder, other than any taxes imposed on ERP App's income.

III. INTELLECTUAL PROPERTY

License Violations and Remedies. ERP App reserves the right to gather data on key usage and other information deemed relevant, to ensure that our Software is being used in accordance with the terms of this Agreement. ERP App expressly prohibits simultaneous, multiple installations of our licensed Software without prior written approval. Any unauthorized use shall be considered by ERP App to be a violation of this Agreement. ERP App reserves the right to remedy violations immediately upon discovery, by providing written notice of violation or revoking this license and your access to the Software. You agree not to block, electronically or otherwise, the transmission of data required for compliance with this Agreement. Any blocking of data required for compliance under this Agreement is a violation of this Agreement and will result in immediate termination of this Agreement.

Intellectual Property Rights. You acknowledge that the Software is proprietary to ERP App, and the Software is protected under United States copyright law and international treaties. You further acknowledge and agree that, as between you and ERP App, ERP App owns and shall continue to own all right, title, and interest in and to the Software, and all enhancements, suggestions, modifications, extensions or derivative works thereof, including associated Intellectual Property rights under copyright, trade secret, patent, or trademark laws. This Agreement does not grant you any ownership interest in or to the Software, but only a limited right of use according to the license granted under this Agreement. Any trademarks or service marks that ERP App uses in connection with the Software or with services rendered by ERP App are marks owned by ERP App. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

"Intellectual Property" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

Restrictions on Use. You shall permit only authorized users, to use the Software. Except as expressly authorized by this Agreement, you shall not make available the Software, to any unauthorized third party. You will use your best efforts to cooperate with and assist ERP App in identifying and preventing any unauthorized use, copying, or disclosure of the Software or any portion thereof.

Reservation of Rights. ERP App may have patents, patent applications, trademarks, copyrights, or other Intellectual Property rights covering the Software. Except as expressly provided in any written license agreement from ERP App, the furnishing of the Software does not

give you any rights to these patents, trademarks, copyrights, or other Intellectual Property. ERP App reserves all rights not expressly granted under this Agreement, and no other rights are granted under this Agreement by implication or estoppel or otherwise.

IV. CONFIDENTIALITY

Confidentiality. A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights according to this Agreement. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its Confidential Information of like kind but in no event using less than a reasonable standard of care. Each party (as a “Receiving Party” hereunder) shall not disclose to any third party, any Confidential Information of the other party (as a “Disclosing Party” hereunder) provided to such Receiving Party in anticipation of, or in connection with the performance of this Agreement. For the avoidance of doubt, this includes Confidential Information provided to the Receiving Party prior to the Effective Date of this Agreement. No disclosure of any Confidential Information will be construed as granting (a) except for any limited license expressly set forth in this Agreement, a license of such Confidential Information, including without limitation any Intellectual Property rights, or (b) any right of ownership in such Confidential Information. A disclosure by one party of Confidential Information of the other party to the extent required by law shall not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure and provides reasonable assistance, at the other party’s expense, if the other party wishes to contest the disclosure. As used herein, the term “Confidential Information” refers to all financial, technical, commercial, or other information concerning the business and affairs of the Disclosing Party, including, without limitation, any cost or pricing information, contractual terms and conditions, marketing or distribution data, business methods or plans. ERP App Confidential Information shall include the ERP App Technology and all pricing terms offered to you under any document, and User Confidential Information shall include User Data. Confidential Information does not include information which (i) becomes generally available to the public other than as a result of a disclosure by the Receiving party, (ii) was available to a party on a non-confidential basis prior to its disclosure by the other party or in connection with the performance by such party of its obligations under these Terms, or (iii) becomes lawfully available to a party on a non-confidential basis from an independent third party. The Receiving Party will not use Confidential Information for any purpose other than carrying out its obligations as set forth in this Agreement and shall not disclose Confidential Information to any third party, without the prior written consent of the Disclosing Party and an agreement in writing from the third party that it will adhere to the confidentiality obligations imposed herein.

“Confidential Information” includes confidential or proprietary information, including, but not limited to, software, information relating to financial data, plans, forecasts, Intellectual Property, methodologies, algorithms, agreements, market intelligence, technical concepts,

customer information, strategic analyses and internal developments. Confidential Information does not include information: (i) which is or becomes publicly known without any fault of or participation by the receiving party; (ii) was in receiving party's possession prior to the time it was received from disclosing party or came into receiving party's possession thereafter, in each case lawfully obtained from a source other than disclosing party and not subject to any obligation of confidentiality or restriction on use; or (iii) is independently developed by the receiving party by persons not having exposure to disclosing party's Confidential Information.

V. DATA COLLECTION

Telemetry Data. ERP App may collect anonymized performance data, not including any personal information. You acknowledge that ERP App will be collecting, using, storing, processing, and analyzing quantitative and qualitative data, error logs, reports and tables about your devices, hosts, services and related content accessed by you, as well as diagnostic, technical, crash dumps, usage and other related data from your devices that are running Software ("Telemetry Data"), to help ERP App improve our products and services.

Data License. You hereby consent and grant ERP App a license to collect and use Telemetry Data generated by your use of the Software. ERP App may share Telemetry Data with third parties to assist ERP App in improving your user experience, the Software and other ERP App products and services. You may terminate ERP App's right to collect Telemetry Data at any time by pressing the opt-out button on the Settings section of the Software.

VI. FREE TRIAL PROGRAM

Program Duration. The free trial program is effective the first day that the Trial Software are activated for User's use ("Activation Date") and will remain in effect for the duration of the Trial Period as specified below. The free trial program terms shall govern the Trial Software to be provided by ERP App during the Trial Period. "Trial Software" means access to a part of the feature set of the Software as agreed, for the purpose of enabling User to evaluate the Software during the Trial Period.

Limited License. As applicable, ERP App hereby grants User a non-exclusive, non-transferable, non-assignable, limited license to use the Trial Software during the Trial Period solely for User's own business purposes and strictly for purposes of its own internal evaluation of the ERP App Software and not for any commercial or competitive purpose. The Trial Software license is limited to a single User. In addition, and to the extent the Trial Software include use of any demonstration materials that work with third-party services, User agrees that such use shall be governed by the terms and conditions applicable to such third-party services. All rights not expressly granted to User are reserved by ERP App and its licensors. ERP App reserves the right to make changes, modifications, reduction in functionality and enhancements to the Trial Software, at any time, and from time to time without prior notice.

Trial Period and full Subscription License. The Trial Period for the Trial Software will be for fifteen (15) days from the Activation Date, unless such Trial Period is for a longer term as extended by mutual agreement of the parties. User acknowledges and agrees that, at the end of the Trial Period, User's access to the Trial Software will be automatically terminated, unless User elects to license the Software on a paid subscription basis. User may contact ERP App at any time in the event User wishes to enter a full production, subscription license for the use of ERP App Software. User will be required to: (a) agree to a separate end user license agreement; and (b) execute an order form detailing, among other things, the duration, applicable fees and license for use of the Software.

User Data. The Trial Software may make Sample Data available to User. To the extent User enters any User Data into the Software, User, not ERP App, shall have sole responsibility for the accuracy, quality, integrity, legality, and intellectual property ownership or right to use all User Data, and ERP App shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of such User Data. To the extent User enters User Data into the Software, User agrees and acknowledges that: (i) ERP App is not obligated to retain any User Data after termination or expiration of the Trial Period; and (ii) ERP App may delete User Data after the end of the Trial Period, without further obligation or liability to the User. "Sample Data" means any pre-populated data provided in the Software to enable User to use the Software without entering its own User Data.

Suspension and Termination. ERP App reserves the right to suspend or terminate this Agreement and the Trial Software, with or without cause, at any time, with or without notice. Although the Trial will lapse on the last day of the Trial period, User may terminate the Trial Software, with or without cause, at any time, by contacting ERP App.

VII. TERM AND TERMINATION

Term. This Agreement is effective upon your acceptance of the Agreement, or upon your downloading, accessing, and using the Software, even if you have not expressly accepted this Agreement. This Agreement shall continue in effect until terminated.

Subscription. Your license is subject to an expiration date that can result in the termination of your license. Applicable Fees must be processed before the expiration date of your license for the license updates to be performed and the license to use the Software to be extended. It is your responsibility to contact ERP App regarding any potential suspension or termination of your license that you deem inappropriate. ERP App is not liable for any damages or costs incurred in connection with expiring licenses or suspension of access.

Termination. This Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. If you fail to pay the applicable Fee, ERP App shall have the right to suspend your access to the Software. You may terminate this License Agreement at any time by providing written notice of your decision to terminate the Agreement to ERP App. ERP App may terminate this Agreement if you breach any term of the

Agreement by giving you written notice of your breach and ERP App's decision to terminate the Agreement. ERP App reserves the right to refuse to license the Software to you in the future. Once the Software is disabled because of the termination of this Agreement, ERP App reserves the right to impose a charge for access to the disabled Software. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and, without limiting Licensee's obligations under Section 6, Licensee shall cease using and delete, destroy, or return all copies of the Software and certify in writing to the Licensor that the Software has been deleted or destroyed. No expiration or termination will affect Licensee's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Licensee to any refund. This Section and Sections I, III, IV, VIII, and IX survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

VIII. REMEDIES, INDEMNIFICATION

ERP App Indemnification. ERP App shall indemnify you against any actions, liabilities, losses, damages, judgments, grants, costs and expenses, including reasonable attorneys' fees, related to any claim made by a third party that the Software infringes its patent, copyright or trademark or misappropriates its trade secret; provided: (i) you notify ERP App, in writing, not later than 30 days after you receive notice of the claim; (ii) you give ERP App sole control of the defense and any settlement negotiations; and (iii) you cooperate with ERP App in defending against or settling the claim. ERP App's obligation to indemnify will not apply to the extent that the claim is based on: (i) your use of the Software after ERP App notifies you to discontinue use; (ii) your combining the Software with non-ERP App products, data or business process including third-party add-ons or programs; (iii) damages attributable to your use of a non-ERP App product, data or business process; (iv) your altering or modifying the Software, including any modifications by third parties; or (v) your use of the Software in violation of this Agreement. You will reimburse us for any costs or damages that result from these actions. If ERP App receives information concerning an infringement or misappropriation claim related to the Software, ERP App may, at its expense and within a reasonable time, either: (i) procure for you the right to continue to run the Software; or (ii) modify the Software or replace it with a functional equivalent, to make it non-infringing, in which case you will stop using the allegedly infringing Software immediately. If, because of an infringement or misappropriation claim, your use of the Software is restricted, ERP App will, at its option and within a reasonable time, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate the license granted in this Agreement. This section constitutes your exclusive remedy for third-party infringement and trade secret misappropriation claims.

User Indemnification. You will, at your own expense, indemnify and hold ERP App, its subsidiaries and affiliates, and all officers, directors, and employees thereof, harmless from and against all claims, actions, liabilities, losses, damages, judgments, grants, costs, and expenses, including reasonable attorneys' fees, arising out of any claim made by a third-party related to the

negligence or willful misconduct in use of the Software by you, or any party acting upon your authorization, in material breach of this Agreement.

IX. LIMITED WARRANTIES; DISCLAIMER

Limited Warranty. ERP App warrants to you that: (i) the Software (including updates) will perform in all material respects as described in the Content, provided that, problems caused by your acts or failures to act, or caused by software or hardware not provided by ERP App shall be excluded; and (ii) the Software (including updates) is and will be free of malicious code (software designed to intentionally infiltrate or damage a computer system without the owner's consent) and malware (software intended to disrupt computer operation, gather sensitive data, or gain access to computer systems, including, without limitation, viruses, worms, Trojan horses, rootkits, spyware and adware). This limited warranty covers the Software for a period of six (6) months after being acquired by you. If you receive updates to the Software, this limited warranty covers the update to the Software for thirty (30) days or the balance of the original 6-month warranty period, whichever is longer.

Exclusive Remedies. In the event of any material breach of the above-noted limited warranty, ERP App will make reasonable efforts to make available to User corrections sufficient to eliminate any demonstrable material breaches within thirty (30) days of notice of the material breach. In the event of any material breach of the above warranty, ERP App will promptly cure the material breach. If ERP App fails to provide the remedies specified in this section within a reasonable period, but in no event more than thirty (30) days of notice of the breach, you may elect, as your exclusive remedy, to terminate the license and return the Software and receive a refund of the Fees paid by you for the Software. The foregoing remedies do not apply to Free Trial Software or Early Software.

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LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ERP APP IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS NOT CAUSED BY ERP APP.

LIMITATION OF LIABILITY. EACH PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ERP APP'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS, OR ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SOFTWARE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SOFTWARE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT OF LICENSE FEES PAID TO ERP APP BY YOU UNDER THIS AGREEMENT OR \$100 US DOLLARS. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOSS OF REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

X. GENERAL TERMS

Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Delaware, without regard to the conflicts of law rules thereof. The courts of the state of Delaware shall have exclusive jurisdiction to hear and determine any claims, disputes, actions, or suits, which may arise under or out of this Agreement. The parties agree and voluntarily consent to the personal jurisdiction and venue of such courts for such purposes.

Severability. If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the last page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all

fees pre-paid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.

Right To Use Name. Unless you provide ERP App with written notice to the contrary, you grant ERP App the right to use your name in advertising and marketing materials featuring you as a customer of ERP App.

Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under this Agreement, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

Entire Agreement. This Agreement comprises the entire agreement between you and ERP App regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter.

Amendment. ERP App reserves the right, in its sole discretion, to amend this Agreement from time to time. If there is a conflict between this Agreement and the most current version of ERP App's End User License Agreement, posted at <https://erpappmarketplace.com/agreements>, the latter will prevail. Your use of the Software after the date the change becomes effective will be your consent to the changed terms. If you do not agree to the changes, you must stop using the Software.

Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

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

ERP APP Marketplace, LLC.

[LICENSEE NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Licensee Address: _____