



The OpenRules Enterprise Agreement

This OpenRules Enterprise Agreement is between the Client and OpenRules, Inc. ("OpenRules") and addresses commercial considerations that apply to OpenRules Decision Manager ("Product"), a software product for creation and management of decision-making applications. The product has been created and maintained by OpenRules and is available from <http://OpenRulesDecisionManager.com/>.

This agreement applies to the Product that you purchase or for which you acquire the right to access or use, including Subscriptions and Technical Support services. By using the software and services you signify your assent to and acceptance of this agreement. An individual acting on behalf of an entity represents that he or she has the authority to enter into this agreement on behalf of that entity.

This agreement does not grant any right, title or interest in the Product and its documentation.

1. SUBSCRIPTIONS

The Product is provided on a subscription basis designed to meet the needs of enterprise customers. There are two types of subscriptions:

- **Yearly Subscription** when you pay up-front for the unlimited use of one OpenRules Decision Manager installation within 1 year period.
- **Pay-As-You-Go Subscription** when you pay a minimal fee for every execution of OpenRules-based services without any upfront fees.

You must maintain an active subscription for every installation of the product being used in your production, QA, or development environments.

2. YEARLY SUBSCRIPTION

This subscription provides you with the unlimited use of one OpenRules Decision Manager installation within one year period.

2.1. Benefits

Each yearly subscription gives you access to the following benefits during the subscription term:

- **One installation** of the Product software. Each installation includes a set of OpenRules Java libraries and a workspace with multiple executable decision models. A customer can create and execute custom decision models and deploy them as decision services using the same installation. The Standard subscription allows you to install only 1 copy of the software on any single physical or virtual machine, provided each installation is in use on only one machine at any time. The installed software is "in use" when it is loaded into temporary memory (RAM) or installed into the permanent memory of a computer or a storage device for the processing of the software. The same installation cannot be used on no more than one application server or container.
- **Technical support** is available on a 24x7 basis with immediate access to OpenRules Support Team that helps you to solve your urgent technical problems. It also provides advice with performance tuning, business rules organization logic, and user API code. The expected response time is from 1 to 24 hours.

2.2. Term and Renewal

Each subscription begins 1 day after the payment received by OpenRules, Inc. and is subject to automatic renewal on a year-to-year basis. Either party may give notice of its intention not to renew at least 60 days before the end of the Subscription. If neither party gives such notice, you shall submit to OpenRules new purchase orders for renewal of your existing subscriptions. This process shall continue on a year-to-year basis until either party gives

notice at least 60 days before the anniversary date of any renewal.

2.3. Fees and Payment

The current subscription fee is available from <http://OpenRulesDecisionManager.com/>. You will pay all Fees due for the Subscription on or before the Effective Date. Thereafter, unless this Agreement is terminated, we will invoice you for all fees owed by you for each renewal period.

All invoiced amounts are due within 30 days of the date of such invoice. All payments will be made in U.S. Dollars and are non-refundable. You are responsible for payment of all sales, use, and other taxes, fees, duties, and similar charges applicable to the use of the Product.

You agree to order and pay for the appropriate quantity of the Product based on the installation you use or deploy. If during the term of the Agreement, the actual number of installations you use or deploy exceeds the number of installations you have ordered and paid for, you must promptly report to OpenRules the number of additional installations used or deployed and the date(s) on which they were used or deployed. OpenRules will invoice you and you agree to pay for the additional installations in accordance with your approved payment terms.

3. PAY-AS-YOU-GO SUBSCRIPTION

This subscription supports Software as a Service (SaaS) payment model allowing you to pay only for what you actually use. To support the "Pay-As-You-Go" subscription, OpenRules utilizes the AWS Marketplace that enables you to easily manage your subscriptions in one place, with all charges coming from AWS.

3.1. Benefits

One Pay-As-You-Go subscription gives you access to the following benefits during the subscription term:

- **Installation** of the Product software that works only with your subscription. It includes a set of OpenRules Java libraries and a workspace with multiple executable decision models. You can create and execute custom decision models and deploy them as decision services using this installation. One Pay-As-You-Go subscription allows you to create and execute an unlimited number of decision services. You will be charged a minimal fee for every execution of OpenRules software independently where your OpenRules-based services will be installed, on-premise or on-cloud.
- **Technical support** is available on a 24x7 basis with email access to OpenRules Support Team that helps you to solve your technical problems. The expected response time is from 1 to 24 hours.

3.2. Term

Each subscription begins 1 day after you subscribe to the AWS Marketplace SaaS Subscription called "OpenRules Business Rules and Decision Management Services". It will continue to stay active until it's canceled. You can cancel your AWS Market subscription anytime.

3.3. Fees and Payment

The subscription fees are specified based on the number of execution units at the AWS Marketplace. You will receive your monthly bills from AWS based on the actual use of this subscription and all payments will be made through AWS.

4. THIRD-PARTY SOFTWARE

The Software is designed to work with certain third-party software, including without limitation, certain software licensed by its owners under open source software licenses (collectively, the "Third Party Software"). Any Third-Party Software, whether distributed with the Software or otherwise obtained by Customer, is subject to the terms of the third-party software license accompanying or otherwise applicable to that Third-Party Software ("Third-Party License"). The terms of the applicable Third-Party License will apply to the Third-Party Software independent of the terms of this Agreement. Nothing in this Agreement limits your rights under, or grants rights that supersede the

terms of any applicable Third-Party License.

5. LIMITED WARRANTY

We warrant that for a period of 90 days after delivery of the Product to you the Product will perform in substantial accordance with the documentation furnished in connection with such the Product.

To the extent permitted by applicable law, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, regardless of whether we know or had reason to know of your particular needs. No employee, agent, dealer or distributor of ours is authorized to modify this limited warranty, nor to make any additional warranties.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

6. LIMITED REMEDY

Our entire liability and your exclusive remedy for breach of the foregoing warranty shall be, at our option, to either:

- return the price you paid, or
- repair or replace the Product that does not meet the foregoing warranty if it is returned to us with a copy of your receipt.

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR THE INABILITY TO USE THE PRODUCT (EVEN IF WE OR AN AUTHORIZED DEALER OR DISTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), OR FOR ANY CLAIM BY ANY OTHER PARTY.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IN NO EVENT WILL THE LIABILITY OF OPENRULES RELATING TO THIS AGREEMENT, THE PRODUCT, AND ANY THIRD PARTY SOFTWARE, EXCEED THE FEES RECEIVED BY OPENRULES FOR THE RELEVANT PERIOD IN WHICH SUCH LIABILITY AROSE.

7. TERMINATION

We may terminate this Agreement upon your breach of this Agreement if you fail to cure such breach within 15 days of receipt of our notice thereof. Upon termination or expiration of this Agreement: (a) any Fees owed to us under this Agreement before such termination or expiration will be immediately due and payable; (b) all Product installations you received under this Agreement will immediately cease; and you must promptly discontinue all use of the Product, uninstall and erase all copies of the Product software from your computers, and destroy all copies of the Product's software in your possession or control.

You may terminate this agreement by providing written notice of your intent not to renew at least 60 days prior to the expiration of the then-current period.

8. GENERAL PROVISIONS

8.1. This written agreement is the exclusive agreement between you and OpenRules concerning the Product and supersedes any prior purchase order, communication, advertising or representation concerning other OpenRules products.

8.2. This agreement is governed by the laws of the State of New Jersey, USA.