



The OpenRules Licensing Agreement

This OpenRules Licensing Agreement is between the Client and OpenRules, Inc. ("OpenRules") and addresses commercial considerations that apply to OpenRules Decision Manager ("Product"), a software product for the creation and management of decision-making applications. The product has been created and maintained by OpenRules, Inc. and is maintained 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 Licenses 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. LICENSES

The Product licenses are designed to meet the needs of enterprise customers. The Client must maintain an active license for every installation of the product being used in your production, QA, or development environments.

There are two types of OpenRules licenses: Development and Runtime licenses. These licenses allow the Client to develop and use in production OpenRules-based decision services without any limitations to the number of executions.

1.1. Development Licenses

One development license covers **one installation** of the Product that can be used by an authorized user during the license period to create and maintain multiple custom decision services. Each installation requires a separate Development license.

The Client can create and execute multiple custom decision services using the same installation. The development licenses also provide immediate access to quick fixes and new releases. They are available for Windows, Linux, and Mac.

Each development license also includes one Runtime license allowing the Client to deploy one OpenRules decision service on-cloud or on-premise. To use more than 1 decision service in production the Client needs to purchase additional Runtime licenses.

1.2. Runtime Licenses

One Runtime license allows using one deployed copy of a decision service developed using OpenRules® Decision Manager for 1 year. The Client needs to have a Runtime license for every decision service deployed on-cloud or on-premise. If multiple instances of your decision service can run in parallel at the same time, you need to have a separate runtime license for each instance. For example, if your service is deployed on different servers in different regions, each instance requires a separate runtime license. If multiple instances of your service can be executed in parallel even on the same server, you need a separate license for each instance, e.g. if your AWS concurrency limit for your service is 5, you need to have 5 runtime licenses for this service at this location.

1.3. License Term and Renewal

The Client must maintain active development and Runtime licenses. Each license period 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 license period. If neither party gives such notice, customers shall submit to OpenRules new purchase orders for renewal of their existing licenses. 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.

1.4. Fees and Payment

The current license fees are publicly available from the OpenRules website: <http://OpenRulesDecisionManager.com/>. They could be changed without notice. You will pay all Fees due for the License 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.

2. TECHNICAL SUPPORT

Basic technical support is included in each development license. It is available on a 24x7 basis with immediate access to OpenRules Support Team using support@openrules.com that will help you to solve technical problems related to configuration, design, and execution of OpenRules Decision Manager. Additional technical support options are available at <https://openrulesdecisionmanager.com/technical-support/>.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.