

## EULA Supplementary Terms | Global Agreement

The Global Agreement modifies the End User License Agreement (EULA) between RuleDesigner srl and the customer identified below. Together with the EULA, this Global Agreement and all applicable supplementary Terms constitute the agreement between the parties ("Agreement"). In the event of a conflict, the following order of precedence will apply: The Global Agreement supersedes the other Supplemental Terms and supersedes the EULA.

### Definitions

Capitalized terms used herein have the meaning "defined in the agreement". The following additional definitions apply to this Global Agreement:

- a) " *Customer Affiliates* " means companies controlled by the client. For purposes of this definition, "control" is the direct or indirect ownership of more than 50% of the voting stock of an affiliate.
- b) " *Customer's Partner* " indicates the companies that collaborate with the client in any form and that access the RuleDesigner Software .
- c) " *Global Concurrent User License* " means that access to the Software at all times by authorized users in the Global Territory is limited to the number of global concurrent licenses purchased.
- d) " *Global Named User License* " means that access to the Software is limited to named Authorized Users located within the Global Territory and limited to the number of global named user licenses purchased. Customer may reassign a Global Named User License once per calendar month.
- e) " *Global Products* " means the products described in an order form as Global Concurrent User licenses, Global Named User licenses, or products described in an order form with the indication that the order is "Global".
- f) " *Global Territory* " means all countries in which the customer, the customer's affiliates and the customer's partners are located.

### Participation and purpose

The Customer, Customer Affiliates and Partners may use products and maintenance services under the Agreement.

- **Product Orders** . The customer will place the order, get billed and make payment for the products ordered by the customer, its affiliates or partners. The Customer can place product orders by contacting RuleDesigner srl or an authorized reseller. Subsequent product orders will be subject to this agreement regardless of reference to an end user license agreement. The additional conditions identified in the order form will apply, without prejudice, to this global agreement.
- **Orders for Maintenance Services**. The Customer will place the maintenance order and subsequent renewals, get billed and make payment for the maintenance service received from the customer or its affiliates. Maintenance Services are governed by the EULA and applicable Maintenance Services terms set forth at the time of Ordering or renewing Maintenance Services. Any changes to the online terms will not be effective during the customer's maintenance period and will be effective only upon renewal of the maintenance services by the customer.
- **Use of the Products**. Customer's Affiliates and Partners may use the products as if they were "customers" subject to all terms and conditions of the Agreements, including use and territory restrictions. Products that are not identified as Global Products may only be used by Authorized Users and in the territory as defined in the EULA. The Global Products are for use by Authorized Users in the Global Territory and must be a separate installation from any Product that is not a Global Product.

### RuleDesigner srl

**Tel / Ph** (039) 0544 554949  
**E-mail** info@ruledesigner.com  
**Web** www.ruledesigner.com  
**Share capital** Euro 25,000 fully paid

**Tax Code and VAT number (VAT N#)** IT 03392670406 Recipient Code: J6URRTW  
Via Dismano 773 - CAP 48125, Ravenna ( Ra ), Italy  
**Headquarters / Operational HQ / Registered Office** Via Sant'Orsola 51/1 - CAP 47521, Cesena ( Fc ), Italy  
03392670406  
**Chamber of Commerce of Forlì-Cesena** FO-298901  
**Rea number**

- **Customer Affiliates and Partners.** Customer agrees to ensure that the Customer's Affiliates and Partners comply with the terms of the Agreement and will be liable for any violation by Customer's Affiliates and Partners. Customer will indemnify, defend and hold RuleDesigner srl and its affiliates harmless from all claims, damages, fines and costs arising from the failure of a Customer's Affiliates and/or Partners to comply with the terms of the agreement. RuleDesigner srl may enforce the Agreement directly against any of the customer's affiliates or partners.

#### Customer

Dear [COMPANY NAME]

Street \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_

#### Software house

RuleDesigner srl

Registered Office | Via Sant'Orsola 51/1 – CAP 47521, Cesena (FC) Italy

Headquarters | Via Dismano 773 – CAP 48125, Ravenna (RA) Italy

Tel. | 0544 554949

PEC | [ruledesigner@legaimail.it](mailto:ruledesigner@legaimail.it)

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