OpenNMS' Open Source Assurance Agreement

June 1, 2015

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU AGREE TO THESE TERMS. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT AGREE TO THESE TERMS, YOU WILL CONTINUE TO BE ABLE TO USE THE COVERED SOFTWARE TO THE EXTENT PERMITTED BY OTHER AGREEMENTS WITH THE OPENNMS GROUP; HOWEVER, YOU WILL NOT BE COVERED UNDER THE OPENNMS GROUP'S OPEN SOURCE ASSURANCE PROGRAM AS PROVIDED HEREIN.

This Open Source Assurance Agreement ("Agreement") is between Client (defined below) and The OpenNMS Group, Inc. a North Carolina corporation, with a principal place of business of 3000 RDU Center Dr, Suite 200, Morrisville, NC, 27560. ("The OpenNMS Group"). Client is the entity represented by the authorized individual that accepts this Agreement and identified in an OpenNMS Group Support Agreement ("Client"). The effective date of this Agreement ("Effective Date") is the date that the authorized individual accepts an OpenNMS Support Agreement on behalf of Client.

Client is obtaining or has previously obtained from The OpenNMS Group, an OpenNMS Group affiliate or a third party OpenNMS Group reseller certain Covered Software (defined in Section 4 below) and associated The OpenNMS Group maintenance and/or support services ("The OpenNMS Group Services") under the terms of one or more support subscription agreements between Client and The OpenNMS Group and/or a The OpenNMS Group affiliate ("Support Agreement(s)"). Client desires that The OpenNMS Group provide additional intellectual property assurances for the Covered Software as described in Section 1 below. Client accepts these assurances on the terms outlined in this Agreement and agrees, in consideration of these assurances, that these terms are fair and reasonable and that if Client does not want to agree to these terms and conditions, Client has the option to use the Covered Software and receive the The OpenNMS Group Services under the Support Agreement(s) without agreeing to this Agreement or other assurances/indemnifications.

1.   Open Source Assurance Program

If an unaffiliated third party initiates a legal action against Client alleging that Client's use of Covered Software directly infringes the third party's copyrights, patents or trademarks, or misappropriates the third party's trade secret rights ("Third Party Rights") (such action, a "Claim") and Client has complied with the terms of this Agreement and the Support Agreement(s), then:

Subject to the other terms in this Agreement, The OpenNMS Group will (i) defend Client against the Claim and (ii) pay costs, damages and/or attorneys fees that are included in a final judgment against Client (without right of appeal) or in a settlement approved by The OpenNMS Group that are attributable to Client's use of the Covered Software; and

If Client's use of Covered Software is found by a court to infringe Third Party Rights (or The OpenNMS Group believes that such a finding is likely), then The OpenNMS Group will, at its expense and option: (i) obtain the rights necessary for Client to continue to use the Covered Software consistent with the Support Agreement(s); (ii) modify the Covered Software so that it is non-infringing; or (iii) replace the infringing portion of the Covered Software with non-infringing code of similar functionality (subsections (i), (ii) and (iii) are the "IP Resolutions"); provided that if none of the IP Resolutions is available on a basis that The OpenNMS Group

finds commercially reasonable, then The OpenNMS Group may terminate the Support Agreement(s) without further liability under this paragraph, and, if Client then returns the Covered Software that is subject to the Claim, The OpenNMS Group will refund any prepaid subscription fees related to Covered Software.

As conditions precedent to The OpenNMS Group's obligations to Client under this Section 1, Client must comply with the following conditions. Client must (i) be current in the payment of all applicable fees prior to a Claim or threatened Claim; (ii) notify The OpenNMS Group promptly, but in no event later than ten (10) days of receipt of any Claim for which relief is sought under this Agreement (including evidence of the Claim brought); (iii) provide The OpenNMS Group with the right to control and conduct the defense of the Claim with counsel of its choice and to settle such Claim at The OpenNMS Group's sole discretion; and (iv) cooperate with The OpenNMS Group in the defense of the Claim. Notwithstanding the foregoing, The OpenNMS Group will have no obligations under Section 1 with regard to any Claim that is based upon (I) a modification of Covered Software made by Client (other than at The OpenNMS Group's written direction); (II) The OpenNMS Group's compliance with any designs, specifications or instructions provided by Client; (III) use of the Covered Software in combination with products, data or business methods not provided by The OpenNMS Group, if the infringement or misappropriation would not have occurred without the combined use; (IV) facts or circumstances constituting a breach of any Support Agreement; (V) use of any release of the Covered Software if, as of the date of a Claim or threatened Claim, the infringement or misappropriation would not have occurred through use of a more recent release of the Covered Software; (VI) any use of the Covered Software by Client other than for Client's internal use (such use not to include web hosting services, managed services, Internet service provider (ISP) services or similar uses); (VII) use by Client after notice by The OpenNMS Group to discontinue use of all or a portion of the Covered Software; or (VIII) a Client's claim or lawsuit against a third party.

2. Term, Warranties, Governing Law

The term of this Agreement will begin on the Effective Date and will terminate upon the expiration or termination of Client's Support Agreement(s); provided that if The OpenNMS Group updates or amends its Open Source Assurance program, (i) this Agreement will apply only until the end of the current annual subscription period for any active Client Subscriptions and (ii) Client will have the opportunity, if it so elects, to participate in the updated or amended Open Source Assurance program for any additional Subscriptions or renewal Subscriptions. If this Agreement is terminated for any reason, Sections 2 - 5 will survive termination. No express or implied warranties by The OpenNMS Group or its affiliates are created as a result of this Agreement.

THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES AND OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PROVISIONS THEREOF OR THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS OF COMPETENT JURISDICTION LOCATED IN RALEIGH, NORTH CAROLINA, U.S.A. AND EACH PARTY IRREVOCABLY CONSENTS TO PERSONAL JURISDICTION IN SUCH COURTS AND WAIVES ALL OBJECTIONS TO THIS VENUE.

In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

3. Limitations on Liability

The OpenNMS Group will not be obligated to pay any amounts in connection with a Claim related to any period of time during which Client does not have active, fully-paid Subscriptions related to the Covered Software. The OpenNMS Group will have no obligation to Client under this Agreement if, as of the Effective Date, Client has received notice of allegations of infringement or is engaged in litigation concerning the subject matter of what would otherwise be a Claim under this Agreement or with respect to a product substantially similar to the Covered Software.

IT IS THE OPENNMS GROUP'S INTENT TO PROVIDE CLIENT A SET OF PROTECTIONS UNDER THIS AGREEMENT RELATED TO CLAIMS (AS DEFINED ABOVE). IT IS NOT, HOWEVER, THE OPENNMS GROUP'S INTENT TO EXPAND THE OPENNMS GROUP'S TOTAL LIABILITY TO CLIENT IN EXCESS OF THE LIABILITY LIMITATIONS SET FORTH UNDER EXISTING SUPPORT AGREEMENT(S) WITH CLIENT. IN THIS REGARD, THE OPENNMS GROUP'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY UNDER BOTH THIS AGREEMENT AND THE SUPPORT AGREEMENT(S) SHALL BE SUBJECT TO THE LIMITATIONS OF LIABILITY CONTAINED IN THE SUPPORT AGREEMENT(S) IN EFFECT AS OF THE DATE OF A CLAIM; PROVIDED, HOWEVER, IN NO EVENT WILL THE OPENNMS GROUP'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO ANY AND ALL CLAIMS UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID TO THE OPENNMS GROUP IN RESPECT OF CLIENT'S PURCHASES OF SUBSCRIPTIONS (DIRECTLY OR INDIRECTLY FROM A THE OPENNMS GROUP RESELLER) DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE OPENNMS GROUP FOR CLAIMS UNDER THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR THE SUPPORT AGREEMENT(S), IN NO EVENT WILL THE OPENNMS GROUP OR ITS AFFILIATES BE LIABLE TO CLIENT OR ITS AFFILIATES FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF THE OPENNMS GROUP OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This Agreement sets forth Client's exclusive remedies and The OpenNMS Group's sole obligations for claims arising from or related to copyrights, patents, trademarks and trade secrets and supersedes any other The OpenNMS Group obligation related to the subject matter of this Agreement (including, but not limited to, indemnification, breach of warranty, and/or breach of contract under the Support Agreement(s) or otherwise). For the avoidance of doubt, the terms of Section 1 above shall apply in the place of, and the Client expressly waives any rights and releases The OpenNMS Group from, any obligations under the terms of any other warranties or terms relating to intellectual property rights or remedies, including without limitation Open Source Assurance terms or conditions that may be included in the Support Agreement(s). If there are any other applicable indemnity coverage or remedies available to Client related to intellectual property infringement, Client agrees that the total of all benefits payable under all such provisions will not exceed the total damages, costs, and expenses incurred by Client, and that The OpenNMS Group will pay only its proportional share of such total damages, costs, and expenses, subject to the immediately preceding paragraph above.

4. Covered Software, Covered Systems, Subscription

The "Covered Software" is The OpenNMS Group is a Meridian and other The OpenNMS Group branded software programs (including modifications and enhancements) generally released to its customers by The

OpenNMS Group and/or its subsidiaries that Client installs or executes on Covered Systems, where "Covered Systems" are those computer systems on which Client has an active Subscription at the time of the Claim or threatened Claim. A "Subscription" is a services subscription purchased from The OpenNMS Group and/or its affiliates or a The OpenNMS Group reseller that entitles Client to receive The OpenNMS Group Services. Covered Software does not include the Third Party Programs or the Excluded Programs.

5.   Miscellaneous

(i) Notices must be in English, in writing, and will be deemed given when delivered by hand or five (5) days after being sent using a method that provides for positive confirmation of delivery to Client at the address indicated on Client's The OpenNMS Group Network account registration form or to The OpenNMS Group at: The OpenNMS Group, Attention: General Counsel, 1801 Varsity Drive, Raleigh, North Carolina 27606, U.S.A.; Facsimile: (919) 754-3704. (ii) This Agreement is binding on the parties to this Agreement, and nothing in this Agreement confers upon any other person or entity any right, benefit or remedy of any nature whatsoever. This Agreement is assignable by either party only with the other party's prior written consent; provided that The OpenNMS Group may assign this Agreement to an affiliate or pursuant to a merger or a sale of all or substantially all of its assets or stock without the prior approval of Client. (iii) The delay or failure of either party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced. (iv) This Agreement represents the final, complete and exclusive statement of the agreement between the parties with respect to the subject matter of this Agreement, and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this Agreement are merged herein. If any provision of this Agreement is held invalid or unenforceable for any reason, this Agreement will be deemed invalid in its entirety. Except as set forth in Section 2 above, this Agreement may not be amended, supplemented or modified except by a written instrument signed by the parties hereto, which instrument makes specific reference to this Agreement.