

IMPORTANT - CUSTOMER'S RIGHTS AND OBLIGATIONS AND ALL USE OF PRODUCTS OR SERVICES ORDERED BY CUSTOMER FROM, OR PROVIDED ONLINE TO CUSTOMER, ON OR AFTER THE DATE SPECIFIED BELOW BY ROCKET SOFTWARE, INC. OR ITS SUBSIDIARIES ("ROCKET"), ARE SUBJECT TO THESE SOFTWARE LICENSE AND SERVICES TERMS ("TERMS"). "PRODUCT" OR "SERVICE" INCLUDES ALL RELATED DOCUMENTATION, REVISIONS AND UPDATES THAT REPLACE OR SUPPLEMENT THE PRODUCT OR SERVICE. BY CLICKING THE "I ACCEPT" BUTTON, OR, BY DOWNLOADING, INSTALLING, RECEIVING OR USING A PRODUCT OR SERVICE, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK THE "I ACCEPT" BUTTON, DOWNLOAD, INSTALL, RECEIVE OR USE THE PRODUCT OR SERVICE, AND YOU WILL NOT HAVE A RIGHT TO USE ANY PART OF THE PRODUCT OR SERVICE. THIS IS A LEGAL AGREEMENT BETWEEN YOU, ON BEHALF OF YOUR ORGANIZATION ("CUSTOMER") AND ROCKET. YOU AGREE TO DO BUSINESS ELECTRONICALLY, INCLUDING CONTRACT FORMATION, ORDER PLACEMENT AND ACCEPTANCE. AN ORDER YOU PLACE AND ROCKET ACCEPTS ON ANY ROCKET WEBSITE WILL CREATE FULLY ENFORCEABLE OBLIGATIONS SUBJECT TO THESE TERMS. YOU REPRESENT THAT YOU ARE AUTHORIZED TO ACCEPT THESE TERMS ON BEHALF OF YOUR ORGANIZATION.

1. AGREEMENT

The first and any subsequent quote, statement of work ("SOW"), or online registration form ("Order Form") provided by Rocket and agreed by Customer is a separate contract subject to these Terms ("Agreement"). The Agreement supersedes any prior or contemporaneous proposal, understanding, agreement, negotiations and representations, oral or written, between Customer and Rocket regarding the subject matter of the Order Form and are the entire terms governing Customer's purchase of Products and/or Services. Any terms in an Order Form that are inconsistent with these Terms will control for that Order Form only, and the General Terms may only be modified by a written amendment signed by both parties. Any inconsistent or additional terms of Customer's purchase order are excluded regardless of Rocket accepting the purchase order for payment purposes. If any Agreement term is illegal, invalid, or unenforceable, the other Agreement terms remain in full force and effect. Any Agreement term that by its nature is intended to survive the Agreement expiration or termination will survive.

2. ORDERS

Customer may order Support Services, Subscription Services, Professional Services, Education Services ("Services"), Products, and evaluation, trial, or demonstration versions of Products and Services under these Terms.

3. LICENSE/USE

Rocket grants Customer a non-exclusive, non-transferable license and right to use the Product or Service to which Customer is given access, solely for Customer's internal business purposes, according to the Documentation and these Terms. Section A "GENERAL TERMS" applies to all Products and Services Rocket provides. Use of Rocket's website is also governed by Rocket's Terms of Use available at <http://www.rocketsoftware.com/company/legal/terms-of-use>.

4. PRODUCT DOWNLOAD

Rocket may provide Products for Customer to download and use. Section B "PRODUCT PURCHASE/LICENSE/MAINTENANCE SUPPORT TERMS" applies to such Products, and related Support Service provided for Products.

5. SUBSCRIPTION ACCESS

Rocket may provide Subscription Service for Customer's online use. Section C "SUBSCRIPTION SERVICE TERMS" applies to such Subscription Services.

6. RESTRICTED USE

a. Rocket may provide Products or Subscription Service for evaluation, trial, demonstration or other limited time use ("Restricted Use"), generally without charge.

(i) **Demonstration.** Rocket may provide either a Product or Subscription Service for "Demonstration" use, either at Customer premises or online. Either Rocket or Customer will use generic, generally available data as an example ("Generic Data") for Demonstration purposes, not Customer Data. Demonstration use is not provided,

and Data will not be retained, for any specific length of time, and Rocket may delete the data and reset or terminate the availability of the Demonstration at any time, without notice, in its sole discretion.

(ii) **Trial.** Rocket may provide Subscription Service for "Trial" use online. Customer may use Customer Data or Generic Data for Trial purposes. Rocket will retain Customer Data provided by Customer for Trial use for the Restricted Use Period, and unless Customer has purchased a subscription prior to the end of the Restricted Use Period, Rocket may, in its sole discretion, delete Customer Data and terminate availability of the Trial, without notice.

(iii) **Evaluation.** Rocket may provide Products for "Evaluation" use at Customer's premises. Customer may use Customer Data or Generic Data for Evaluation purposes. Rocket will not have access to Customer Data used by Customer for Evaluation purposes.

b. The following provisions apply to all Products or Subscription Services that Rocket provides for Restricted Use:

(i) Customer's license and right to use the Product or Subscription Service for Trial or Evaluation is limited to 15 calendar days from the first day Customer has access to the Product or Subscription Service ("Restricted Use Period"). Rocket may, at its option, extend the Restricted Use Period. Prior to the end of the Restricted Use Period, Customer must purchase a license or subscription for continued use, or the Restricted Use Period terminates.

(ii) Customer agrees that Rocket provides a Product or Subscription Service for Demonstration, Evaluation or Trial on a Restricted Use basis only and not for production use.

(iii) Product or Subscription Service availability for Restricted Use may be affected by changes or testing by Rocket.

(iv) Any data Customer uses for Restricted Use purposes will not be encrypted or treated as Confidential Information, and Sections C(3)(b) and (c) do not apply to Restricted Use. Customer should use Generic Data for Restricted Use purposes. Customer's use of Customer Data is at its own risk and Rocket is not responsible or liable for Customer Data.

(v) Rocket has no obligation to provide maintenance or support for Restricted Use Products or Subscription Services.

c. NOTWITHSTANDING ANY OTHER PROVISION, RESTRICTED USE PRODUCTS AND SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OR INDEMNITY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE, AND NON-INFRINGEMENT. ROCKET IS NOT LIABLE FOR LOSS OF DATA OR ANY DAMAGES, DIRECT OR INDIRECT, RESULTING FROM USE OR ATTEMPTED USE OF THE RESTRICTED USE PRODUCT OR SERVICE THROUGH AND AFTER THE RESTRICTED USE PERIOD.

7. PROFESSIONAL SERVICES

Customer may order Professional Services from Rocket related to Products or Subscription Services. Section D "PROFESSIONAL SERVICES TERMS" applies to any Professional Services Customer orders from Rocket.

8. EDUCATION SERVICES

Customer may order Education Services from Rocket related to Products or Services. Section E "EDUCATION SERVICES TERMS" applies to any Education Services Customer orders from Rocket.

SECTION A – GENERAL TERMS

1. INTELLECTUAL PROPERTY OWNERSHIP

Rocket, its affiliates or licensors own and retain all right, title and interest to and in all Intellectual Property in all Products, Services, Deliverables, Documentation, (except as otherwise specified herein), developments, research data, designs, layout, methodologies, processes and procedures, models, formulae, documents, drawings, plans, specifications and other Rocket information, proprietary materials and all derivative works. To the extent that any right, title or interest in or to any Rocket's Intellectual Property may not automatically vest in Rocket by operation of law, Customer irrevocably transfers, assigns and conveys all right, title, and interest therein to Rocket. At Rocket's request and expense Customer will promptly take any action and execute any documents necessary to vest full title in Rocket or its licensor.

2. CONFIDENTIALITY

a. Confidential Information. Whether or not disclosed orally or marked as confidential, Confidential Information includes the Agreement; Order Forms, Products, Deliverables, and Services; either party's non-public data or personally identifiable information regarding employees or customer(s) residing on the party's computer systems; Intellectual Property, and Rocket's proposals, specifications, manuals, product roadmaps, financial data, pricing, and results of benchmark tests. Confidential Information does not include information that is (i) publicly available without breach of the Agreement; (ii) reasonably shown to Disclosing Party's satisfaction to have been known by Receiving Party prior to disclosure or independently developed by Receiving Party subsequent to disclosure without breach of these Terms; or (iii) obtained by Receiving Party from a third party without confidentiality obligation. Products are not deemed to be placed in the public domain by Rocket. Receiving Party will promptly notify Disclosing Party if it is compelled by a court or legal process to disclose Confidential Information and will take any reasonable action requested by Disclosing Party to maintain the confidentiality of the Confidential Information.

b. Non-disclosure. Customer will use best efforts to prevent disclosure to Rocket of any personally identifiable information (PII) regarding Customer's employees or customer(s). Customer is solely responsible for complying with any requirements regarding PII disclosed to Rocket, other than Rocket's confidentiality obligations hereunder. Receiving Party will use Disclosing Party's Confidential Information solely to perform its obligations under the Agreement. Receiving Party will take commercially reasonable steps to safeguard Disclosing Party's Confidential Information, including no less than the steps taken to protect its own Confidential Information. Receiving Party must not disclose Disclosing Party's Confidential Information except to its employees bound by written confidentiality obligations no less restrictive than these Terms. Receiving Party must promptly notify Disclosing Party in writing of unauthorized use or disclosure of Confidential Information. Receiving Party, at its expense, must take all reasonable action to recover Confidential Information and prevent further unauthorized use or disclosure, including action for seizure and injunctive relief. If Receiving Party fails to do so in a timely manner, Disclosing Party may take reasonable action to do so at Receiving Party's expense, and Receiving Party must reasonably cooperate.

3. INTELLECTUAL PROPERTY INDEMNIFICATION

a. By Rocket.

(i) Rocket will defend, at its expense, a third party legal action, suit or proceeding against Customer ("Claim") to the extent that a Product, or a Deliverable that is Product proprietary derivative work, as delivered by Rocket to Customer ("Indemnified Product") directly infringes a valid U.S. patent or copyright. Rocket will indemnify Customer for any judgment finally awarded against Customer or settlement agreed by Rocket for such Claim to the extent of the Indemnified Product's infringement, provided (1) Customer notifies Rocket promptly in writing of the Claim, (2) Rocket has sole control over the defense or settlement, and (3) Customer fully cooperates with Rocket, providing all documents and information in Customer's possession relevant to the Claim, and Customer makes personnel available to testify or consult with Rocket.

(ii) If an Indemnified Product becomes, or in Rocket's opinion is likely to become subject to a Claim, Rocket may, at its option and expense, (1) acquire the right for Customer to continue using the Indemnified Product, (2) replace or modify the Indemnified Product or create a workaround so that the Indemnified Product is functionally equivalent and non-infringing, or (3) terminate the License for the Indemnified Product and give Customer a credit for the Product Fee paid by Customer for the infringing part of the Indemnified Product, less a reasonable allowance for the time Customer used the Indemnified Product.

(iii) Rocket is not obligated or liable for a Claim due to: (1) use of an Indemnified Product not according to the Agreement and Documentation, (2) modification of an Indemnified Product made by anyone other than Rocket, or modification made by Rocket for non-standard features or functionality for Customer or according to Customer's directions, (3) any products, equipment, software, or data not supplied by Rocket, (4) use of an Indemnified Product combined with any other products, equipment, software, or data not supplied by Rocket if infringement would not occur without the combination, (5) a release of Indemnified Product other than the most current release available or Customer's failure to install a revision, update or release that would have eliminated the infringement, (6) Customer's designs, instructions, plans or specifications, or (7) use of an Indemnified Product combined with a Customer or third party use, process or method if infringement would not occur without the combination.

b. By Customer.

(i) Customer will defend, at its expense, a third party claim against Rocket (1) that any product, information, data or material provided by Customer infringes another party's intellectual property rights, (2) for which Rocket is not liable according to Section A3(a)(iii) above, or (3) arising from Customer's failure to comply with the License or Confidentiality terms of the Agreement.

(ii) Customer will indemnify Rocket for any damages, or amounts agreed as settlement, for the claim, provided (1) Rocket notifies Customer promptly in writing of the claim, (2) Customer has sole control over the defense or settlement, and (3) Rocket cooperates with Customer, providing all documents and information in Rocket's possession relevant to the claim, and Rocket makes personnel available to testify or consult with Customer.

c. Assumption of Defense. If a party fails to defend or settle a claim according to this Section A3 in a timely manner, the other party may assume defense of the claim at the indemnifying party's expense, and the indemnifying party will reasonably cooperate. Neither party may make an admission of fault on behalf of the other party, or agree to the settlement of a claim binding the other party that does not contain a full release of liability for the other party, without written consent.

d. Limitation. THIS SECTION A3 DESCRIBES EACH PARTY'S SOLE LIABILITY AND THE OTHER PARTY'S SOLE REMEDY FOR INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION.

4. WARRANTIES

a. Product and Subscription. Rocket warrants that a Product, or the Application functionality of Subscription Service, will perform substantially according to Rocket's current published technical specifications, when used according to the Documentation, on the date the Product is Delivered ("Product Warranty"), or the Subscription Service is provided ("Subscription Warranty"). Customer must provide a written Product claim to Rocket within 90 days of the Delivery date or a Subscription Warranty claim within 15 days after the Subscription Service is provided. Customer must provide remote or local access to the Product if required by Rocket to perform Warranty service. Rocket will repair or replace a Product or Application not conforming to the Product or Subscription Warranty, or, at its option, refund the part of the Fees paid for the Product or Subscription that does not conform, and the Product License or Subscription terminates. Upon License termination, Customer will cease using and destroy the Product.

b. Services. Rocket warrants that Support Services, Professional Services, Education Services and Subscription Services will be performed in a commercially reasonable manner consistent with general industry standards that apply to similar services ("Service Warranty"). Customer must provide a written Service Warranty claim to Rocket within 15 days after the date Rocket provided the Service. Rocket, at its option, will re-perform Service not complying with the Service Warranty at no additional charge, or refund the part of the Fee, if paid, for the Service which does not comply with the Service Warranty.

c. Limitations.

Warranties do not cover problems caused by: (i) abuse, misuse, alteration, enhancements, neglect, accident, unauthorized repair or installation, or acts or omissions of any party other than Rocket, including virus or hacker attacks; (ii) electrical systems, fire or water damage; (iii) Customer's hardware, software, networks, systems, content, application programming, web servers or service, materials, scripts, data, or files; (iv) Customer not using Product or Service according to Rocket's current Documentation; (v) intentional shutdown due to emergency intervention or security incidents; (vi) Customer configuration changes; (vii) Customer's failure to comply with Rocket's security and upgrade policies; (viii) connectivity between Customer and Subscription Service, or any network unavailability outside of the Rocket network; or (ix) circumstances beyond Rocket's reasonable control. Customer agrees that temporary interruption of online services may occur.

d. Disclaimers. DELIVERABLES, CLIENT SOFTWARE, EDUCATION SERVICES AND EDUCATION SERVICES MATERIALS ARE OTHERWISE PROVIDED ON AN "AS-IS", "AS-AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. ROCKET, ITS AFFILIATES AND LICENSORS DISCLAIM LIABILITY FOR ANYTHING DONE OR OMITTED IN RELIANCE UPON EDUCATION SERVICES OR EDUCATION SERVICES MATERIALS, AND FOR ALL OTHER WARRANTIES, REPRESENTATIONS AND GUARANTEES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, FOR PRODUCTS OR SERVICES, THEIR USE, SUFFICIENCY, RELIABILITY, TIMELINESS, QUALITY, SECURITY, SUITABILITY, TRUTH, AVAILABILITY, COMPLETENESS OR ACCURACY, WHETHER STATUTORY, EXPRESS, IMPLIED, ORAL, WRITTEN OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, OR THAT PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; ANY STORED DATA WILL BE ACCURATE OR RELIABLE; THE QUALITY OF ANY INFORMATION, PRODUCT, RESULTS OR MATERIAL OBTAINED THROUGH SUBSCRIPTION SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; ERRORS OR DEFECTS WILL BE CORRECTED; OR THE SERVICE OR THE SERVER USED TO PROVIDE SUBSCRIPTION SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SUBSCRIPTION SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ROCKET IS

NOT RESPONSIBLE FOR RESULTING DELAYS, DELIVERY FAILURE, OR DAMAGES. CUSTOMER HAS SOLE RESPONSIBILITY FOR FULFILLING ANY REQUIREMENTS OR ACCOMPLISHING ANY OBJECTIVES FOR WHICH CUSTOMER PURCHASED EDUCATION SERVICES.

e. Remedy. THE WARRANTIES DESCRIBED IN THIS SECTION ARE ROCKET'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR A PRODUCT OR SERVICE WARRANTY CLAIM.

5. LIMITATION OF LIABILITY

a. ROCKET, ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR (i) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, (ii) ANY INTERRUPTION OF BUSINESS OR OPERATIONS, COST OF COVER, GOODWILL, TOLL FRAUD, OR LOSS OF DATA, PROFITS, OR REVENUE, OR FAILURE OF A REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE.

b. EXCEPT FOR A CLAIM FOR INFRINGEMENT UNDER SECTION A3, DEATH OR BODILY INJURY CLAIMS, TANGIBLE PROPERTY DAMAGE, WILLFUL MISCONDUCT, OR FRAUD, ROCKET, ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY DAMAGES THAT EXCEED THE AMOUNT CUSTOMER PAID IN THE PRECEDING 12 MONTHS FOR THE PRODUCT OR SERVICE THAT GAVE RISE TO THE CLAIM.

c. THE LIMITATIONS IN THIS SECTION A5 WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT, MISREPRESENTATION, NEGLIGENCE, THE USE OR PERFORMANCE OF A PRODUCT



SOFTWARE LICENSE AND SERVICES TERMS

OR SERVICE, OR OTHERWISE, AND REGARDLESS OF WHETHER THE DAMAGES WERE FORESEEABLE OR UNFORESEEABLE. ROCKET WILL NOT BE LIABLE FOR ANY CLAIM BROUGHT MORE THAN 12 MONTHS AFTER CUSTOMER BECAME AWARE OF THE ISSUE GIVING RISE TO THE CLAIM. ROCKET'S FAILURE TO EXERCISE A RIGHT OR REMEDY IS NOT A WAIVER.

6. U.S. GOVERNMENT USERS

Products, Documentation, Deliverables, and Services include "Commercial Computer Software" and "Commercial Computer Software Documentation." In accordance with Section 12.212 of the Federal Acquisition Regulations (FAR) and Sections 227.7202-1 through 227.7202-4 of the Defense Federal Acquisition Regulation Supplement (DFARS), any use, duplication or disclosure of Rocket Products, Documentation, Deliverables, and Services by the U.S. Government or any of its agencies will be governed by and subject to all of the terms, conditions, restrictions, and limitations of the Agreement. Use of Products, Documentation, Deliverables, and Services is agreement by the U.S. Government that Products, Documentation, Deliverables, and Services include "commercial computer software" and "commercial computer software documentation" and is acceptance of the rights and restrictions in the Agreement. If for any reason a Product, Documentation, Deliverables, or Service is not considered commercial or the Agreement terms are otherwise deemed not to apply, the Product, Documentation, Deliverables, or Service will be deemed to be provided with "Restricted Rights" as defined in FAR 52.227-14(a) and FAR 52.227-14(g)(4) (Alt III), or DFARS 252.227-7014(a)(15) and DFARS 252.227-7014(b)(3), as applicable.

7. MISCELLANEOUS

a. Assignment. Customer may not assign the Agreement, an Order Form, or its obligations, rights or remedies, in whole or in part, without Rocket's prior written approval in its sole discretion.

b. Compliance with Laws; Export. Customer must comply with U.S., foreign, and international laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, other anti-corruption laws, U.S. Export Administration and Treasury Department's Office of Foreign Assets Control regulations, and other anti-boycott and import regulations. Customer agrees: (i) that the export, re-export, transfer, re-transfer, sale, supply, access to, or use of the Products, Deliverables or Services to or in a country other than the country in which the Product, Deliverables or Services were first provided to Customer, or to, by, or for a different end user or end use may require a U.S. or other government license or other authorization; and (ii) not to, directly or indirectly, export, re-export, transfer, re-transfer, sell, supply, or allow access to or use of the Products, Deliverables or Services to, in, by, or for sanctioned, embargoed, or prohibited countries, persons, or end uses under U.S. or other applicable law (collectively, "Prohibited Uses"). Customer is responsible for screening for Prohibited Uses and obtaining any required licenses or other authorizations and shall indemnify Rocket for any violation by Customer of any applicable export controls and/or economic sanctions laws and regulations. Rocket may terminate the Agreement and Licenses immediately if Rocket determines, in its sole discretion, that Customer has breached, intends to breach, or insists upon breaching any of the provisions in this clause.

c. Force Majeure. Either party's performance failure due to a cause beyond its reasonable control and without its fault or negligence is not a breach of the Agreement, except Customer's failure to perform its payment obligations.

d. Governing Law. The laws of Massachusetts, USA, govern the Agreement, excluding conflict of law principles which would require application of the law of any other jurisdiction. Each party waives the right to jury trial for any legal action, in law or equity. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act, as adopted, do not apply.

e. Language. The parties agree that the Agreement and all related documents are in English.

f. No Agency. Each party is an independent contractor and may not commit the other party in any way without written authorization. The Agreement does not create an employment, joint venture, partner, or agency relationship.

g. Non-Solicitation. For the Agreement term and 1 year after the termination date, without Rocket's written consent, Customer will not, directly or indirectly, hire or solicit any Rocket employee, former employee, or contractor (except as a result of a generally advertised recruiting solicitation) or attempt to or interfere with Rocket's business.

h. Notice. Notice or approval must be in writing signed by a party's authorized representative, sent to the address provided on the Order Form or otherwise specified in writing by a party for notice. Notice must be sent by mail or overnight courier, with return receipt, and is effective 1 business day after being sent by overnight courier or 3 business days after being sent by mail.

i. Publicity. Rocket may use Customer's name in press releases, product brochures, and other marketing materials to indicate they are Rocket's customer. Rocket will use Customer's trademarks, service marks, logos or branding, according to Customer's branding guidelines, which Customer will make available to Rocket.

j. Taxes. Product and Service Fees do not include taxes. Customer will pay all sales, use, property, customs, excise, value added and other taxes ("Tax") imposed upon the Fees, or the purchase, sale, license, or use of, Products or Services, regardless whether the Tax is included in the invoice Rocket sends to Customer, except taxes on Rocket's net income. Fees payable by Customer will not be reduced by any Tax and Customer will pay invoiced Fees and Tax, or Customer will provide a tax exemption certificate or tax payment receipt prior to Rocket's Delivery of Products or performance of Services, or proof of payment for Tax within 30 days from invoice date.

8. DEFINITIONS

a. Application means functionality described in Rocket's current Documentation for a software product, including modifications, revisions, upgrades, language versions and enhancements.

b. Client Software means a Rocket software component provided to Customer to use Subscription Service.

c. Confidential Information means any material, data, or information, in any form or media, that is proprietary or confidential to a party and is marked as confidential, or not marked but by its nature or treatment by its owner should reasonably be considered to be confidential.

d. Customer Data means proprietary information and data that Customer transmits or processes through Subscription Service.

e. Day means calendar day unless specified as business day.

f. Deliverable means materials or work product specified as a "deliverable" in an Order Form that Rocket provides or creates with Professional Services, including without limitation software programming, application program interfaces, information, documents, reports, technical and non-technical data, specifications and other material, including derivative works. Deliverables do not include Products.

g. Deliver(y) means Rocket has provided, and Customer is deemed to have accepted, a Product through electronic access.

h. Disclosing Party means a party whose Confidential Information is disclosed to the other party.

i. Documentation means Rocket's user manuals and training materials provided to Customer electronically or physically.

j. Fee means Rocket's price for a Product or Service specified in an Order Form.

k. Intellectual Property means all intellectual property, including inventions, patents, copyrights, trademarks, service marks, trade names, trade secrets, know-how, moral rights, licenses, and any other intangible proprietary or property rights, whether or not patentable or otherwise subject to legally enforceable restrictions or protections against unauthorized third party usage or whether arising by statute or common law.

l. License means Customer's non-exclusive, non-transferable right to use the licensed Products, Services, Deliverables or materials for its own internal business operations, within the Territory, according to the Documentation, and subject to the Agreement's restrictions.

m. Measured License means a License for the time period, number and type of Users, transactions, copies, seats, instructions per second (MIPS) or other quantity or measure specified for each Product listed in an Order Form.

n. Product means Rocket proprietary software products.

o. Professional Services means the professional consulting services, standard installation, integration and configuration services, and time and materials services Rocket provides as an independent contractor

p. Receiving Party means a party receiving the other party's Confidential Information.

q. SOW means a statement of work that documents materials and services for a project that Rocket provides, generally for Professional Services engagements, including a project plan, resources and actions provided by each party and a payment schedule.

r. Start Date means the date a Subscription Service is available for Customer's use.

s. Subscription Service means a Rocket Application and Documentation made available as a service by Subscription.

t. Subscription Term means a period beginning on a Start Date during which Rocket will provide Subscription Service to Customer.

u. Target Start Date means the planned date for Subscription Service to be activated for Customer.

v. Support Period means a time period defined in an Order Form during which Rocket will provide Support Services.

w. Support Service(s) means Rocket's current standard maintenance and support services, policies and procedures for Products.

x. Territory means the country in which the Product or Service is first provided.

y. User means a Named User or Concurrent User. **Named User** means an individual identified User authorized to use a Product or Service. A new Named User may replace a prior Named User. **Concurrent User** means a User authorized to use a Product or Service concurrently with other Concurrent Users, limited by a maximum number of Concurrent Users at any one time.

B. PRODUCT PURCHASE/LICENSE/MAINTENANCE SUPPORT TERMS

1. LICENSE

a. Grant. Rocket grants to Customer a Measured License for each Product listed in the Order Form, in object code form, and related Documentation. Customer may make one copy of the Product for non-production backup purposes. Customer's right to use the Product as an Enterprise License or a type of Measured License is specified in the Order Form. Customer's actual use will not decrease (but may increase) the scope of the License granted and the Fees due.

b. Restrictions. Customer will not:

(i) Rent, lease, or sublicense a Product, or use a Product as a service bureau or for hosting as an application service provider;

(ii) Permit any third party to access or use a Product or Documentation, except for Customer's employees using a Product or Documentation for Customer's internal business operations, provided Customer (a) ensures its employees comply with the terms of the Agreement and (b) is liable for their acts and omissions;

(iii) Transfer or use a Product or Documentation to or in a country other than that to which Rocket first provides it;

(iv) Use a Product except as specified in the Documentation;

(v) Translate, modify or make derivative works of a Product or Documentation.

(vi) Reverse engineer, decompile or disassemble a Product, except as permitted by law after Customer has disclosed its intended activities in writing to Rocket;

(vii) Exceed the time period for the License, or use a Product in excess of the Measured License or Enterprise License, which Customer purchased;

(viii) Use a Product in production if provided under a testing, evaluation, development or other non-production License;

(ix) Alter a Product's copyright or other intellectual property rights notices;

(x) Infringe or misappropriate Rocket's or its licensors' Intellectual Property.

c. Verification. Customer will keep accurate records measuring its use of the Products according to its License. Rocket has the right to audit Customer's records and operations to verify Customer's Product use according to the License and the Agreement. Audits will be scheduled at a mutually agreed date and time during Customer's usual business hours. If Rocket determines that Customer's Product use exceeds the License Customer purchased, Customer will immediately pay Rocket the current Fees for the additional Product use, including reasonably estimated arrears for Support Service Fees, and reimburse Rocket's reasonable expenses to perform the audit. THE LIMITATION OF LIABILITY SET FORTH IN SECTION A5 DOES NOT APPLY TO CUSTOMER'S PRODUCT USE EXCEEDING ITS LICENSE OR MISAPPROPRIATION OF A PRODUCT.

d. Termination. Rocket may terminate a License by written notice (i) immediately, if Customer infringes or misappropriates Rocket's or its licensors' Intellectual Property or fails to comply with the License Terms; (ii) as specified in the Warranty Terms; and (iii) if Customer materially breaches the Agreement, subject to any specified cure period. Upon termination Customer will immediately return or destroy all Product and, upon Rocket's request, provide written certification of such destruction.

2. SUPPORT SERVICES

a. Support Services. Rocket will provide Support Services purchased by Customer according to Rocket's current standard policies and procedures as revised from time to time. Rocket's standard Support Services generally include (i) commercially reasonable efforts to resolve problems or bugs in the Product which substantially impair the functionality described in Rocket's published technical specifications; (ii) revisions and updates for Products containing code fixes, improvements or enhancements to existing functionality as available; (iii) access to online problem reporting, tracking, and self-help tools; and (iv) telephone support for trained Customer personnel during purchased support hours. Support Services do not include onsite support which may be purchased if available.

b. Support Period; Termination. Support Service is available for a minimum 12 month Support Period, unless a longer period is specified in an Order Form, and the initial Support Period begins on the Product Delivery date. The Support Period will renew automatically for subsequent Support Periods equal to the initial Support Period unless either party provides written notice of termination at least 60 days prior to the end of the current Support Period. Rocket may suspend or terminate Support Service upon written notice if Customer breaches its obligations including timely payment for any Support Period. Upon termination Customer will, at Rocket's direction, return or destroy any Rocket materials, Confidential Information and Documentation, and Customer will immediately pay Rocket all fees due for the remainder of the Support Period and any other fees accrued as of the termination date.

c. Support Service Fees. Support Service Fees for the initial Support Period are included with the Product Order. Rocket will provide an Order Form or invoice for each renewal Support Period at Rocket's current list price, and Customer will pay the Support Service Fees when due, according to the Order Form or invoice. Rocket may not provide renewal Support Services if Customer does not pay the renewal Fees to Rocket prior to the end of the current Support Period. If Customer's Support Services lapse at any time, renewal will be subject to Rocket's re-instatement policies and fees. Payment that is invoiced in arrears for any Support Period is due and payable on invoice date.

3. PRODUCT DELIVERY

Risk of loss for Products passes to Customer upon Delivery. Customer is responsible for customs clearance, documents, and paying any customs duties and import fees.

SECTION C - SUBSCRIPTION SERVICE TERMS

1. SUBSCRIPTION SERVICES

a. Subscription Term. The initial Subscription Term is specified In the Order Form and after the initial Subscription Term, the Subscription renews automatically for successive annual Subscription Terms for the current Subscription Service and Users, unless terminated according to Section 6 below.

b. Subscription Service. Rocket will provide Customer access to use the most current version of Subscription Service according to the Order Form during the Subscription Term. Subscription Service may be updated at Rocket's discretion, however Subscription Service does not guarantee additional future functionality or features.

c. Provisioning. Subscription Service may require implementation or configuration services. The parties will use reasonable commercial efforts to meet the Target Start Date to implement Subscription Service, Users, or changes to Subscription Service. If Rocket delays a Target Start Date, Rocket will notify Customer of a revised Target Start Date. If Customer delays a Target Start Date, Customer will reimburse Rocket for the actual cost Rocket determines it is unable to mitigate with reasonable commercial effort.

d. Subscription Use. Rocket grants to Customer a nonexclusive, nontransferable right to use Subscription Service for Customer's own internal business purposes, subject to these terms ("Subscription"). Customer is responsible for its use of and results from Subscription Service and will use Subscription Service according to Rocket's policies, Documentation and these terms.

e. Client Software License. If an Application requires Client Software as part of Subscription Service, Rocket grants to Customer a License for the Client Software according to Customer's Subscription. Rocket may terminate a License by written notice immediately if Customer infringes Rocket's or its licensors' Intellectual Property or does not comply with the License terms. When a License or Subscription terminates, Customer will immediately return or destroy Client Software and provide written certification of destruction upon Rocket's request.

f. Data Storage. Rocket will provide Customer Data storage according to the Order Form. Customer may purchase additional data storage capacity in designated increments.

g. Location. If Subscription Service is restricted by Customer site, only Customer's Users at a specified site are permitted to access and use the Subscription Service.

h. Additions. The parties may execute additional Order Forms to add Subscriptions, data storage capacity, and Users. The Subscription Term for additions will be coterminous with the Subscription Term already in effect.

j. Support. Subscription Service includes online and telephone support according to Rocket's current support policies and these terms:

(i) Rocket's standard support generally includes: (1) commercially reasonable efforts to resolve problems which cause Application functionality not to perform substantially as described in the Documentation; (2) remote assistance and troubleshooting advice for trained Customer personnel to determine cause and address technical problems with Subscription Service; (3) access to Rocket's problem reporting ticket system; (4) information and status updates for known Application functionality technical issues; and (5) periodic "as available" updates or upgrades to Subscription Service. Customer may need to provide User IDs to Rocket for electronic access to test a problem condition or assist in problem resolution. Support may address but not resolve minor or partial loss of functionality, intermittent problems or minor degradation of operations.

(ii) Rocket provides telephone support for Subscription Service 8:00 AM to 5:00 PM, Eastern Standard Time, Monday to Friday, except U.S. Federal holidays. Rocket's online ticket system is available 24 hours/day, 7 day/week. Rocket will use commercially reasonable efforts to respond to support requests as soon as possible and may not respond in the same day a request is received. Subscription Service and support may be unavailable due to scheduled downtime, maintenance, or circumstances beyond Rocket's reasonable control. Rocket may schedule downtime at any time without notice if Rocket reasonably determines that not acting immediately could be harmful to Rocket or Customer.

(iii) Rocket is not responsible or liable for support or Subscription Service interruption or problems due to: (1) Customer information, content, software, scripts, data, files, application programming, web servers or service, materials, equipment, acts or omissions of Customer or its agents; (2) virus or hacker attacks; (3) circumstances beyond Rocket's reasonable control; (4) shutdown for emergency intervention or security incidents; (5) Customer configuration changes; (6) Customer's failure to comply with Rocket's security and upgrade policies; (7) Internet or other connectivity between Customer's network and Subscription Service or Rocket's network, or any other network unavailability outside of the Rocket network; or (8) training questions or Customer's use of Subscription Service.

2. CUSTOMER RESPONSIBILITIES

a. Customer will:

(i) be responsible for its activity through Subscription Service and ensure Users comply with these terms;

(ii) use current Subscription Service and install and use Client Software and any updates according to the Documentation and these terms;

(iii) be responsible for the accuracy, quality, legality, integrity, ownership, protection, adequate storage, security, privacy and acquisition of Customer

Data;

- (iv) prevent unauthorized access to Subscription Service and Client Software, Customer User credentials, IDs and passwords;
- (v) comply with laws and regulations in using Subscription Service and Client Software, including data privacy, transmission of technical or personal data, and spam;
- (vi) notify Rocket immediately of unauthorized access to, or known or suspected breach of security for, Subscription Service or Client Software, and use reasonable efforts to immediately stop unauthorized access or a known or suspected violation of law or these terms;
- (vii) be responsible for properly configuring, programming and operating Customer's hardware, software, web sites, content, telephone and internet

connections to allow access to and use of Subscription Service and Client Software; and

- (viii) comply with Rocket protocols and requirements for using Subscription Service and Client Software and ensure that Users are adequately trained to use each.

b. Customer will not:

- (i) make Subscription Service, Client Software or Documentation available other than to its Users, sell, resell, rent, lease or sublicense Subscription Service, Documentation or Client Software, or use Subscription Service to provide time share or other services to third parties;
- (ii) permit a third party to access Subscription Service, Documentation or Client Software;
- (iii) create derivative works based on Subscription Service, Documentation or Client Software, copy, frame or mirror any part of Subscription Service, other than copying or framing Customer's data content or intranets for Customer's internal business operations;
- (iv) reverse engineer Subscription Service or Client Software;
- (v) access Subscription Service to build a competitive product or service or copy features, functions or graphics of Subscription Service;
- (vi) use Subscription Service to store or transmit infringing, libelous, or unlawful or tortious material or transmit material in violation of privacy rights;
- (vii) alter Client Software's copyright or other proprietary rights notices; or
- (viii) use Subscription Service to store or transmit viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs, interfere with or disrupt the integrity or performance of Subscription Service or attempt to gain unauthorized access to Subscription Service or related systems.

3. CUSTOMER DATA

a. License. Customer Data is Customer's Confidential Information. Customer grants Rocket a non-exclusive, nontransferable license to copy, store, transmit and display Customer Data as necessary to provide and maintain Subscription Service, including: (i) improving, modifying, monitoring and upgrading Subscription Service; and (ii) as required by law. Customer grants Rocket a royalty-free, worldwide, perpetual license to use and incorporate into Subscription Service any suggestion, idea, enhancement, feedback, recommendation or other information Customer provides relating to Subscription Service. Customer represents and warrants that Customer Data provided to Rocket will not violate third party rights or applicable law.

b. Protection. Rocket will maintain commercially reasonable administrative, physical, and technical safeguards for protection of Subscription Service which includes Customer Data. Rocket will access Customer Data only to provide Subscription Service and support according to these terms. Customer acknowledges that Rocket stores and makes backup copies of Customer Data for its standard Subscription Service and maintains such data for a period of time and in a manner consistent with Rocket standard business practices. Rocket is not otherwise responsible for handling Customer Data and is not liable for transmission of Customer Data or Customer's failure to back up or store Customer Data, or deletion, correction, destruction, damage to or loss of Customer Data, other than to maintain the specified safeguards.

c. Termination. Rocket may withhold, remove or discard Customer Data without notice if Customer breaches these terms, including Customer's failure to make timely payment. No later than 10 days following the date a Subscription ends, Customer will provide to Rocket a written request regarding Customer Data return or disposition. Rocket will provide an Order Form to Customer specifying the service available and related Fee to fulfill Customer's request. If Rocket does not receive the written request within 10 days, or Customer does not order the services upon receipt of the Order Form, Rocket may, in its sole discretion, remove, discard or continue to store Customer Data and invoice Customer for the associated Fees.

4. ITAR IMPLEMENTATIONS

a. Implementation. If Customer chooses to use Subscription Service in Customer's implementation of an International Traffic in Arms Regulations ("ITAR") Compliance Program, upon request Rocket will host the Application for the Subscription Service through the Amazon Work Space ("AWS") GovCloud (<http://aws.amazon.com/govcloud-us/>), or another hosted environment which adheres to ITAR requirements ("GovNetwork"). If Customer stores and processes ITAR-regulated data, Customer will comply with ITAR requirements as amended from time to time by the U.S. government. Customer represents and warrants that Customer: (i) is an individual or entity that qualifies as a U.S. person under applicable regulations; (ii) has and will maintain a valid Directorate of Defense Trade Controls (DDTC) registration; (iii) has full export privileges under U.S. export control laws and regulations and is not a denied or debarred party or otherwise subject to sanctions; (iv) will promptly notify Rocket in the event that Customer's export privileges are revoked or become subject to sanctions; and (v) will maintain an effective program to restrict access and ensure compliance with applicable U.S. export control laws and regulations, including ITAR.

b. Customer Responsibilities. Customer is responsible for all the physical and logical access controls beyond the GovNetwork, including without limitation Customer account access, data transmission, encryption, and appropriate processing and storage of data within the GovNetwork. Customer is responsible for verifying that all Users accessing Customer content in the GovNetwork are eligible to gain access to Customer's content. Customer will not use Subscription Service to process or store classified data. If Customer introduces classified data into the GovNetwork, Customer is responsible for all sanitization costs incurred by the GovNetwork and Rocket, without limitation.

5. FEES AND PAYMENTS

Fees are: (i) nonrefundable; (ii) not decreased during the Subscription Term based on actual User or data storage usage; and (iii) not cancelable for the Subscription Term. Fees are payable in advance within 30 days from date of invoice, or monthly in arrears if so specified.

a. Subscription Fee. A Subscription Fee is due for a Subscription Term from the Start Date, and is payable in advance either annually, or monthly on the first day of each calendar month, according to the Order Form. Fees for Subscription Term renewals and Users or Subscriptions added during a Subscription Term will be: (i) at Rocket's current standard price, due beginning on the Start Date for the Subscription Term renewal or added Users or Subscription; and (ii) charged for the full calendar month in which Users or Subscriptions are added, and coterminous for the remainder of the Subscription Term.

b. Data Storage Fee.

Customer will pay Rocket's current data storage Fees monthly for data storage ordered or used by Customer that is not included in a Subscription Fee. When a Subscription Term ends, Customer will continue to pay, and monthly Subscription Fees and data storage Fees will continue to accrue, as long as Rocket stores Customer Data. Rocket may hold Customer Data until Customer has paid Rocket in full for all Fees and charges due.

c. Implementation or Configuration Fee. A Subscription may require a one-time set up Fee or other implementation or configuration Fee, as specified on the Order Form.

d. Variable Use Fees. A Subscription may require transaction, usage or other capacity-based Fees in addition to the Subscription Fee. Customer will pay Rocket's current Fees monthly for transactions, usage or capacity ordered or used by Customer that are not included in a Subscription Fee.

e. Verification. Within 15 days of Rocket's request, on an agreed date, Customer will provide access to its records and operations to enable Rocket to verify Customer's compliance with the Agreement. Within 15 days of invoice date, Customer will pay additional Fees due for Subscriptions or Users Rocket determines are in excess of Subscription Service purchased, including Fees in arrears and Rocket's expenses.

f. Termination. All outstanding Fees and payments are due immediately upon termination of Subscription Service or the Agreement, including Fees for the balance of a Subscription Term if Subscription Service is terminated at any time.

6. SUBSCRIPTION SERVICE TERMINATION

a. Either party may terminate Subscription Service by providing written termination notice at least 90 days prior to the end of the current Subscription Term.

b. Rocket may suspend or terminate Subscription Service with 30 days written notice if Customer breaches its obligations including timely payment, or without notice if Rocket has a good faith belief that: (i) Customer is using Subscription Service for illegal purposes; (ii) the integrity or security of Subscription Service is threatened; (iii) it is necessary to prevent fraud or harm to Rocket or Customer; (iv) Customer has or will breach its confidentiality obligations, infringe Rocket's Intellectual Property rights, or assign or transfer its rights or obligations without consent; or (v) it is required by law.

c. Customer may terminate Subscription Service with 30 days written notice, subject to a right to cure, if Rocket materially breaches its Subscription Warranty obligations under Section A4, and Customer will be entitled to a pro rata refund of Fees prepaid for the remainder of the Subscription Term after the termination date.

d. Upon termination (i) Customer's right to use Subscription Service ends, (ii) Customer will cease using Subscription Service and, at Rocket's direction, return or destroy Rocket Confidential Information and Documentation, and (iii) Customer will immediately pay Rocket all fees due.

D. PROFESSIONAL SERVICES**1. PROFESSIONAL SERVICES ORDER**

Rocket may perform remotely or on site as appropriate. The Order Form will describe the Professional Services and any of the following that apply: project plan, resources and actions provided by each party, Deliverables, Fees, expenses, and payment schedule.

2. PROFESSIONAL SERVICES FEES AND PAYMENT

Customer will pay to Rocket: a. Fees for time and Deliverables; b. Rocket's expenses incurred with the Professional Services; and c. any additional fees and expenses incurred by Rocket due to changes in the scope of Services to be provided, Customer's failure to fulfill its obligations in a timely manner, or reassignment of personnel or rescheduling without Rocket's fault. Professional Services Fees are due and invoiced as Services are performed. Customer will pay Fees and expenses for all Professional Services and Deliverables provided until the end of each Service engagement. Rocket will itemize invoices for expenses and provide receipts if Customer requests. All Professional Services Rocket provides are billable, regardless of whether the Professional Services are requested by Customer to assist with a warranty or maintenance issue, which will be addressed by Rocket's Support Services organization. Support for third party products is provided by the third party supplier.

3. DELIVERABLES**a. Ownership.**

(i) Rocket may designate in writing Deliverables as "Type I Deliverables," "Type II Deliverables," or otherwise as agreed. If not specified in writing, Deliverables are Type II Deliverables. Customer's data and Confidential Information are Customer's exclusive property in which Customer retains all right, title and interest, and are not Deliverables even if included with Deliverables provided by Rocket, such as in a report or dashboard. Rocket Products are governed by separate license terms.

(ii) Type I Deliverables are Deliverables created solely for Customer during the Professional Service performance period in which Customer will have all right, title, and interest, including copyright. Rocket will retain a copy of Type I Deliverables. Rocket's Intellectual Property and Confidential Information, in which Rocket retains all right, title and interest, are excluded from Type I Deliverables.

(iii) Type II Deliverables are Deliverables provided or created during the Professional Services performance period, including without limitation all pre-existing materials, in which Rocket or its affiliates have all right, title, and interest, including copyright. Rocket will provide one copy of Type II Deliverables to Customer.

b. License and Use.

(i) Rocket grants Customer a License to use and reproduce a reasonable number of copies, and distribute internally, Type II Deliverables' object code for its own internal business operations only, according to the Order Form. Customer will not reverse engineer, sell, rent, sublicense or permit a third party to use or access Type II

Deliverables. Customer's ownership of Type I Deliverables and License for Type II Deliverables are contingent upon full payment of all fees and expenses for Professional Services.

(ii) Customer grants Rocket (1) a nonexclusive, worldwide, royalty-free right to use and copy Customer systems, Confidential Information and data, and use any Customer proprietary and third party products, services and materials under Customer's license, as necessary to provide the Professional Services, and (2) an irrevocable, nonexclusive, royalty-free right to use, reproduce, create derivative works, sublicense and distribute, internally and to other parties, Type I Deliverables, excluding Customer Confidential Information and Customer data, which is Customer's exclusive

property. Customer represents and warrants that Customer information, data and third party products, services and materials provided to Rocket will not violate any law or third party rights.

(iii) Each party will reproduce the copyright notice or other legend on any copies made under the license and use rights granted.

c. Support. Rocket does not provide Support Services for Deliverables unless Rocket, at its option, has incorporated the Deliverables in a generally available Product, or Rocket agrees to provide Support Services for the Deliverable in the SOW, and Customer pays fees for the Support Services.

d. Termination. Rocket may terminate a License by written notice (i) immediately, if Customer infringes Rocket's or its licensors' Intellectual Property or fails to comply with the License Terms; or (ii) if Customer materially breaches the Agreement, subject to any specified cure period. Upon License termination Customer must immediately destroy licensed Deliverables and, upon Rocket's request, and so certify in writing.

4. PERSONNEL

On Customer premises, Rocket personnel will comply with Customer's reasonable rules and policies provided to Rocket in writing for such matters as working hours, holidays and Customer security measures. Rocket will determine its personnel to perform Professional Services in its sole discretion. The parties will resolve any Professional Services issues in good faith. If the resolution involves reassigning personnel, Rocket will do so as soon as practical and commercially reasonable, according to local law. Customer agrees that reassignment may delay Professional Services or allow Rocket to terminate Professional Services without Rocket liability.

5. INDEMNITY

Each party will defend, at their expense, any action brought against the other party for bodily injury, death, or tangible property damage to the extent caused by the gross negligence or willful misconduct of the defending party relating to a Professional Services engagement. The defending party will indemnify the other party for and pay damages finally awarded in such action, or agreed as a settlement by the indemnifying party, if a. the other party promptly notifies the indemnifying party in writing of the claim, b. the indemnifying party has sole control over the defense or settlement, and c. the other party cooperates in the indemnifying party's defense or settlement. If a party with an indemnification obligation fails to defend or settle a claim in a timely manner, the other party may assume the defense at the obligated party's expense, and the obligated party will reasonably cooperate. Neither party may, without the other party's written consent, agree to a settlement that: a. binds the other party, b. does not contain a full release of the other party, or c. admits fault on behalf of the other party. THIS SECTION D5 DESCRIBES EACH PARTY'S SOLE LIABILITY AND THE OTHER PARTY'S SOLE REMEDY FOR PROFESSIONAL SERVICES INDEMNIFICATION.

6. TERMINATION

Either party may terminate a Professional Services engagement, in whole or in part, with 30 days prior written notice, effective on the date specified in the notice, however, these Terms apply for all Services and Deliverables provided regardless of the termination date, including any Services provided for transition or termination assistance. Rocket is not responsible for the resulting condition of Services or Deliverables upon early termination. These Terms govern all Order Forms until Professional Services are terminated or completed.

E. EDUCATION SERVICES

1. EDUCATION SERVICES

Education Services means Rocket training, courses, and related Documentation. Education Services Materials means written or electronic materials provided with Education Services such as student workbooks, instruction guides and other written or electronic information in any form. Rocket may provide Education Services in various formats including classroom instruction, scheduled seats for instructor-led training at Rocket's facility, remotely-assisted instructional learning, Customer-dedicated training at Rocket's, Customer's or another site, and web-based and self-paced training. Education Services are available for Customer to purchase according to Rocket's current standard Fees, policies and procedures. Rocket will provide Education Services according to Rocket's course description, enrollment or registration terms, and/or SOW, and these Terms. Customer is responsible for fulfilling any prerequisites for a course, as specified on the Education Services description on Rocket's website.

2. EDUCATION SERVICES MATERIALS

Education Services Materials are the copyrighted works of Rocket or the original content provider. Unless otherwise set forth in a SOW, Education Services Materials are provided for the sole use of the person attending courses and may not be used by any other person or reproduced, distributed or modified without Rocket's written permission.

3. FEES AND PAYMENT

Rocket may change Education Services Fees at any time. In the event of a change, prepaid confirmed registrations will be honored for the Fees paid. Rocket may accept payment by check or credit card according to Rocket policies, depending upon the Education Services offered and registration requirements. Rocket's acceptance of a purchase order is in Rocket's sole discretion. In some cases, registration is not final and subject to cancellation until Rocket receives advance payment of Education Services Fees. Fees for Education Services cancelled by Customer less than 5 days prior to course start date and Registration Fees are non-refundable. Customer cancellation is otherwise subject to variable cancellation Fees with advance notice requirements. Full Fee is due if registrant does not attend and fails to cancel as specified by Rocket.

4. CANCELLATION/TRANSFER/SUBSTITUTION

a. By Rocket. Unless Rocket agrees otherwise in writing, courses will start on the date Rocket specifies in the order confirmation, published course schedule, or SOW. Rocket may change or cancel any course in its discretion, regardless of advance registration or payment. Rocket will use reasonable efforts to give notice of any course cancellation. If the course cannot be rescheduled, Customer may be entitled to a refund of Fees paid for the cancelled course, but is not otherwise entitled to any compensation or damages due to cancellation.

b. By Customer. Cancellation or rescheduling of courses by Customer must be made within the specified number of days prior to the course start date or the full tuition will be charged. Cancellation, transfer and substitution requirements are specified in the SOW, order confirmation or on Rocket's



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website. Transfer and substitution fees and notice requirements may apply. Transfer requests must be in writing; only one transfer allowed per course. Transfer fees are due at time of assessment. Substitutions may be made any time up to the start of the course.

5. GENERAL

a. Rocket may refuse any individual admission to a course that it considers to be a safety or security risk to other course participants or the premises where the course is being held. Additionally, Rocket may request any person in breach of its course regulations to leave the Rocket premises or other premises where the course is held. Fees paid for course participant under these circumstances will be forfeited and Customer will not be entitled to a refund for any portion thereof.

b. Customer will comply with these Terms and any other Customer obligations in a timely manner. Rocket's ability to deliver the Education Services is dependent upon Customer's full and timely cooperation with Rocket, as well as the accuracy and completeness of any information and data Customer provides to Rocket.