Rocket Software Former Micro Focus Products

Business Support Agreement

This Business Support Agreement ("Support Agreement") describes the support and maintenance services ("Support") and the terms and conditions under which Rocket Software, Inc. or its affiliate designated in the entity table at https://www.rocketsoftware.com/company/legal/AMC-assigned-entity based on where you are located will provide the Support to the entity purchasing Support ("you" or "Customer") from Rocket Software or an authorized reseller. "Rocket Software" or "our" shall mean the Rocket Software legal entity authorized to license the software for which Support is purchased under this Support Agreement ("Software") in the country in which Support is provided.

Features Summary

Support features described herein are:

• Online Self-Help Support

• Technical Support

• Software Updates

Online Self-Help Support

Online self-help support ("Self-Help") is available around the clock on the support portal at www.microfocus.com/support-and-services/, and allows you to:

• Electronically download the latest Software Updates;
• Search our extensive online technical knowledge base for known issues and technical documents;
• Access documentation and guides for installing and using your Software product;
• Engage with other users in the "Community" and explore add-in apps in Marketplace;
• Review the list of Software currently covered by your Support Agreement; and
• Register to receive email notifications when Software Updates are available.

Technical Support

Unlimited Incident Logging

You may log an unlimited number of technical Support incidents to report errors or request product enhancements to the Software on the support portal.

Defect Support

Rocket Software will use commercially reasonable efforts to correct an error or design failure with the Software that it can reproduce on its support systems. Rocket Software will also use commercially reasonable efforts to address critical vulnerability to malicious attacks or access by providing a Software correction. However, Rocket Software may provide the correction as part of a larger Software Update instead of separately, based on the defect's prioritization or criticality. Customers may be required to install the most recent Software, fixes, patches, or service packs as part of the troubleshooting and issue resolution process. Rocket Software may not be able to produce a correction for all defects.

Replacement License Keys

For Software that requires a license key for installation, Rocket Software will make available a replacement key for installing or reinstalling authorized licenses provided the applicable version of the Software is then generally available for distribution by Rocket Software and the customer has an active Business Support agreement. You must delete the license from the prior machine within 30 days of receiving the replacement key unless expressly stated otherwise in the applicable license terms for such license.

Support Delivery Languages

Worldwide support centers provide you with Support in English. Subject to language knowledge and resource availability, Support may also be available in Chinese, French, German, Italian, Japanese, Portuguese, or Spanish. Support outside of standard local business hours may be provided in English only.

Rev 060525

Escalation Management

If you have reasonable grounds for concern as to whether Rocket Software is dedicating sufficient effort to resolving a support request, you may ask your technical support engineer or Chat agent to escalate your case to an Incident manager.

Severity Levels and Response Time Objectives

You will have the ability to select the Severity Level (as outlined in the table below) that most appropriately reflects your current status. Rocket Software reserves the right to reassign a Severity Level once problem diagnosis has commenced if it determines that such level has been inappropriately classified.

Severity Level[1]	1: Critical Production system is down	2: High Major feature or function failure	3: Medium Minor feature or function failure	4: Low Minor problem
Severity Level Description	Production system is down. The product is inoperable, resulting in a total disruption of work. No workaround is available.	Major functionality failure. Operations are severely restricted, although work can continue in a limited fashion. A workaround is available.	Minor functionality failure. Product does not operate as designed, resulting in a minor loss of usage. A workaround may be available.	There is no loss of service. For example, this may be a request for documentation, general information, or a Software enhancement request.
Response Time Objectives				
Rocket Software Business Support Monday–Sunday, 24x7x365 for Severity 1[1,2] Business hours for Severities 2–4	1 hour	3 hours	6 hours	1 business day
Except in Japan, Standard Care will not be available for purchase as of 1 December 2018. For customers who subscribed to Standard Care 15 January 2018 or later, this Business Support Agreement will solely govern.[3]				
Standard Care local business hours local business days[3]	NA	NA	NA	NA
Response Time Objectives are typical initial response times to support requests. Rocket Software may not actually provide such response within the Response Time Objectives.				

1. *24x7x365 support will only be provided for Severity 1 issues opened by telephone or webchat. Rocket Software must be able to work with a customer contact to continue work on the issue. If the severity of the issue has been downgraded, work will continue the next business day.*
2. *Certain Rocket Software products are excluded from 24x7 support. See the Addendum to Business Support Agreement—Products excluded from 24x7x365*
3. *See the Addendum to Micro Focus Standard Care, for software products that receive 24x7 Support with Standard Care*

Software Updates

Rocket Software will make available Software Updates generally released for the Software during the time period for which you have purchased Support. You must have a valid Support contract with Rocket Software at the time of request for any Software Update in order to be eligible to receive such Software Update. Software Updates consist solely of the following with respect to Software product releases and corresponding reference manuals and user documentation:

- "Major Version" means a Software product release with significant new or improved functionality within the same Software product bearing the same name, or with a change in delivery model. For a Software product, a Major Version is designated by a change in the number to the left of the decimal point (e.g., from version 5.4 to 6), or a year number (e.g., from 2015 to 2016), and is released for wide distribution.

A license to a Major Version of Rocket Software Acu or Extend software products is not included as a Support benefit, and so must be purchased separately.

- "Minor Version" means a Software product release with corrections or minor enhancements to the product capability of the Major Version that do not change the core functionalities or material features of the Software product. A Minor Version is designated by a change in the number to the right of the decimal point (e.g., from 5.3 to 5.4) or a release (R) or month number (e.g., GroupWise 2015 R2), and is released for wide distribution.

- A "Service Pack" means a Software product release for wide distribution which includes multiple corrections, and is designated by a change to the digit to the right of the second decimal (e.g., 5.3.1 to 5.3.2), or a SP# to the right of the second decimal (e.g., 5.3 SP1).

Rev 060525

- A "Patch" is a Software product release that includes incremental corrections and is released for wide distribution. A Patch release is designated with IP# or P# to the right of the current release, such as X.X.X IP# or P#, X.X IP# or P#, or X IP# or P#.

- A "Hotfix" means a Software product release created to resolve specific customer problems that is available from technical support. A Hotfix may be designated as X.X.X.#.

- For purposes of this provision, a Suite is a single part number that entitles the customer to multiple individual Software products that together form a complete solution. A Suite product release will take place when there is new or improved functionality within any of the individual software products bundled in the Suite.

- Suite versions are either designated by a change in the number to the left of the decimal point (e.g., from version 5.4 to 6) or a year number (e.g., from 2015 to 2016), or a year and month (e.g., 2016.11), and are released for wide distribution. A Suite release triggers a new Current period in the Product Support Lifecycle for each product in the Suite, unless stated otherwise in our published Rocket Software Product Support Lifecycle information.

Optional Advanced Support Services

- The following additional options may be available for separate purchase by Customer, and are governed by the terms of this agreement and the Premium Support Addendum to the Business Support Agreement and Flexible Credits Terms.

- Rocket Software Premium Support offers designated, senior support engineers and support account managers who become familiar with your environment and provide enhanced response times and services.

- Rocket Software Flexible Credits are a services currency that can be purchased at any time throughout the life of your Business Support agreement, and provide a flexible way to purchase short-term Support, Education or Consulting services.

Additional Terms to the Support Agreement

In addition to the Features Summary, the following Additional Terms to the Support Agreement ("Additional Terms") apply to the Support provided to you. In the event of a conflict between these Additional Terms and the Features Summary, these Additional Terms take precedence.

1. Software Updates

A. DELIVERY OF SOFTWARE UPDATES

When Rocket Software releases Software Updates, they will be made available electronically. You may be able to select from a variety of media types.

B. INSTALLATION AND USE OF SOFTWARE UPDATES

Customer is responsible for any installation of Software Updates. Customer will be entitled to install and use a Software Update up to the number of licenses for which the Customer has purchased Support for the Software:

1. Subject to the terms of the end user license agreement (including any Additional License Authorizations) provided with or otherwise applicable to the Software Update; or

2. If no end user license agreement (or Additional License Authorization) is included with or otherwise applicable to the Software Update, then subject to the terms of the end user license agreement and Additional License Authorizations applicable to the Software version being updated.

Notwithstanding any terms to the contrary in this Support Agreement, any open source software embedded in or provided with a Software Update is licensed pursuant to the applicable open source license.

C. PLATFORM

If the Software is licensed for one specific platform (hardware/operating system combination), a Software Update for such Software is always specific to, and may only be used on, the same licensed platform. A license to use Software on a different platform, or the right to purchase such license at a discount, is not included as a Support benefit.

2. New Products

A "New Product" means a Software product release with significant changes in core architecture/ features/ functionality which result in its release as a new product. It can fully replace an existing Software product and/or diverge into a material new offering from an existing Software product line/family. A New Product is not included as a Support benefit.

Rev 060525

3. Service Providers

Rocket Software reserves the right to use third party service providers to assist in the delivery of Support subject to the terms and conditions of this Support Agreement.

4. Hardware Support

If you have a Rocket Software Hardware Maintenance on-site agreement for hardware that was purchased with the Software, Rocket Software will log a service request to the hardware support organization on your behalf.

5. Concurrent Support

SOFTWARE UPDATES AND MIGRATIONS

Rocket Software offers Customers the ability to install and use both a Software Update or Migrated Software and the current Software product version for a limited timeframe as further specified herein from receipt of the Software Update or Migrated Software at no additional charge ("Software Concurrent Use Period").

"Migrated Software" means the software which results from a Rocket Software authorized migration from one Rocket Software software product to another Rocket Software software product.

The Software Concurrent Use Period may not extend beyond the end of Support for the current Software version. During the Software Concurrent Use Period, you may not use the Software Update or Migrated Software outside of the same environment as the current Software version. At the end of the applicable Software Concurrent Use Period, your license to the prior version of the Software is terminated and may no longer be installed.

The default Software Concurrent Use Period shall be the "Standard" period set forth below. Rocket Software may apply a longer Software Concurrent Use Period as set forth below for certain Migrated Software but only if expressly specified by Rocket Software in writing here:

- Standard: 3 months Software Concurrent Use Period.
- Advanced: 6 months Software Concurrent Use Period.
- Complex: 12 months Software Concurrent Use Period.
- Exceptional: 18 months Software Concurrent Use Period.

Notwithstanding the foregoing, there shall be no Software Concurrent Use Period for the software listed here

(**www.microfocus.com/support-and-services/mla-product-exclusions**) and Customer may not have any such Software product and the Software Update or Migrated Software concurrently installed.

6. Purchasing and Renewal

Unless either party terminates Support in accordance with Section 14 (Term and Termination) of this Support Agreement, for so long as Rocket Software continues to offer Support for a Software product, Support will be automatically renewed. Customer shall deliver a purchase order, execute the applicable quote, or pay the applicable Support fees on or before each Renewal Date (as defined herein).

Unless there is a signed agreement between Customer and Rocket Software stating otherwise ("Renewal Exception"), any purchase or renewal of Support for a Software product must be for all of Customer's licenses of such Software product. Any unsupported software licenses under a Renewal Exception must be de-installed from Customer's computing environment within thirty (30) days of the date of the Renewal Exception or as otherwise specified in the Renewal Exception. If Customer reduces the number of Software licenses covered by Support, the aforementioned fee increase limit shall not apply.

If Customer allows Support to lapse or payment of the Support fee for a Renewal Period (defined herein) is not received by the due date, Rocket Software may immediately and without notice suspend provision of Support. Failure to pay or deliver a purchase order prior to the Support term start date is considered late; a late payment charge for each lapsed month will apply and Customer will no longer be eligible for the aforementioned limitation on price increases for the current and subsequent years set forth above. Customer may then reinstate Support in accordance with the Return to Support clause below.

7. Return to Support

If the Software has been on Support and Customer elects not to re-new Support or allows Support to lapse for a period of time, then back- dated support and reinstatement fees will be applied, equal to the full Support fee from the date of lapse, plus a reinstatement surcharge for each lapsed month (including the month of reinstatement) in addition to 12 months fee for go-forward Support. Rocket Software will confirm the fees for reinstatement at the time the request is made for reinstatement.

8. Product Support Lifecycle

CURRENT MAINTENANCE

Upon general availability to customers, Software product releases enter current maintenance ("Current Maintenance"), which allows access to online Self-Help Support, Software Updates, technical Support, defect Support, and the ability to submit enhancement requests. Current Maintenance will be provided for a designated minimum period of time.

SUSTAINING MAINTENANCE

When a Software product release exits the Current Maintenance period, it enters the sustaining maintenance ("Sustaining Maintenance") period. During this period, Customer may access online Self-Help and Software Updates excluding defect support, technical support, and enhancement requests.

Extended Support: For selected Software product, releases, extended support ("Extended Support") may be purchased at an additional fee to Support for up to two years after the exit of the product from Current Maintenance. Extended Support provides continued access to Severity Level 1 defect support and technical support. See more information at .

Once the Extended Support term ends, limited extended support ("Limited Extended Support") is available to provide commercially reasonable technical support only.

Review policy details and updates as follows:
Product Support Lifecycle policy.

View product specific details and end dates for all software on our Product Support Lifecycle table.

9. License Type Upgrades and Quantity Upgrades
License Type Upgrades and Quantity Upgrades are not part of Support. For purposes of this Support Agreement:

a. "License Type Upgrade" means upgrading from one type of license to another. An example would be moving from a site license to an area license.

b. "License Quantity Upgrade" means upgrading to a higher count of license. An example would be upgrading from 1000 nodes to 2500 nodes.

10. Eligibility
Customer may purchase available Support only if Customer, if requested by Rocket Software, can provide evidence that it has rightfully acquired an appropriate Rocket Software license for the Software. Rocket Software will be under no obligation to provide Support due to any alterations or modifications to the Software not authorized by Rocket Software or for Software for which Customer cannot provide sufficient proof of a validly obtained license.

11. Local Availability
Support resources may not reside in Customer's local area. If Rocket Software agrees to provide on-site Support, it will be subject to travel charges, longer response times, reduced coverage hours, and a separate statement of work under Rocket Software's then current professional services terms.

12. Relocation
Relocation of any Software is subject to the applicable license terms for the Software and is the responsibility of Customer. Relocation of Support by Rocket Software is subject to local availability, and may result in changes to your Support fees. Reasonable advance written notice to Rocket Software of no less than thirty (30) days shall be required to begin Support after relocation. Customer may be required to execute amended or new documents as a result of relocation.

13. Auditing
Customer agrees to keep, and upon Rocket Software's request, provide records, sufficient to certify Customer's compliance with this Support Agreement based on the applicable license metric and license terms and conditions for the Software, which may include but are not limited to, serial numbers, license keys, logs, the location, model (including quantity and type of processor) and serial number of all machines on which the Software is installed or accessed or from which the Software can be accessed, the names (including corporate entity) and number of users accessing or authorized to access the Software, metrics, re- ports, copies of the Software (by product and version), and network architecture diagrams as they may relate to Customer's licensing and deployment of the Software and associated Support. Within 7 days of Rocket Software's written request, Customer shall furnish Rocket Software, or an independent auditor chosen at Rocket Software's sole discretion ("Auditor"), with a completed questionnaire provided by Rocket Software and with a written statement in a format required by Rocket Software signed by a director of Customer certifying the accuracy of any information provided. Customer shall provide representatives of Rocket Software or Auditor any necessary assistance and access to records and computers to allow an inspection and audit of Customer's computers and re- cords, during Customer's normal business hours, for compliance with this Support Agreement.

If Customer has, or at any time has had, unlicensed installation, use of, or access to Software Updates or has otherwise breached the li- cense granted for a Software Update (a "Non-Compliance"), without prejudice to any other rights or remedies Rocket Software may have, including, without limitation, injunctive relief, Customer shall, within thirty (30) days' notice of such Non-Compliance to Customer, purchase sufficient licenses and or subscriptions and associated Support to cure the Non-Compliance, by paying Rocket Software's then-current (as of the date of such additional purchase) list license fees and annual Support fees for such additional licenses, plus Rocket Software's then-current (as of the date of such additional purchase) list term license and Support fees and interest (compounded at 1.5% monthly or the maximum rate per-mitted by applicable law if lower) for such additional licenses for the time period from the commencement of the Non-Compliance until payment with interest payable even if an invoice was not issued at the time the Non-Compliance occurred. If a material license shortfall of 5% or more is found, Customer shall also reimburse Rocket Software for the reasonable cost of such audit in addition to other amounts due. This section, and the rights and obligations appearing herein, shall expressly survive termination of this Support Agreement.

14. Term and Termination

This Support Agreement will commence on the date when Rocket Software receives Customer's order for the Support or, if later, upon delivery (either via physical shipment or making the Software available for download) to Customer of the Software. This Support Agreement will continue for an initial term of one (1) year unless a different initial term is agreed to in writing by the parties (such as in a separately executed master agreement). Subject to section 18 below, this Support Agreement will automatically renew at the end of each term (the "Renewal Date") for a period of one (1) year, or a different period if agreed to in writing by the parties ("Renewal Period") unless either party gives notice in writing at least ninety (90) days prior to the end of the then current term that it does not wish to renew. In addition to and without waiving any other available remedies, either party may terminate this Support Agreement upon written notice to the other for a material breach that is not cured within thirty (30) days of notice of such breach. If Customer is late in making payment, Rocket Software may suspend Support until payment is made. Such suspension shall not relieve Customer from the obligation to pay the Support fee, the reinstatement fee, or any other applicable charges. Upon termination of the end user license for a Software product under Support, this Support Agreement shall also automatically be terminated in relation to that Software product.

15. Exclusions

Rocket Software is not obligated to provide Support under circumstances resulting from:

a. Improper site preparation, or site or environmental conditions that do not conform to Rocket Software site specifications;

b. Customer's non-compliance with Rocket Software's specifications, statements of work or this Support Agreement;

c. Customer's improper or inadequate upkeep of the Software environment;

d. Use in conjunction with Customer's or third-party's media, software, interfacing, supplies, or other products;

e. Modifications not performed or authorized by Rocket Software;

f. Any virus, infection worm, or similar malicious code not introduced by Rocket Software; or

g. Abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by Customer or other causes beyond the reasonable control of Rocket Software.

16. Use of Rocket Software Service Tools for Support

Rocket Software may require Customer's use of certain Rocket Software hard- ware and/or software system and network diagnostic and maintenance programs ("Proprietary Service Tools") as well as certain diagnostic tools that may be included as part of the Customer's system, for delivery of support. Proprietary Service Tools are and remain the sole and exclusive property of Rocket Software, or its licensors, are provided "as is", and may include remote fault management software or network support tools. Proprietary Service Tools may reside on the Customer's systems or sites. Any open source software embedded in or provided with the Proprietary Service Tools is licensed pursuant to the applicable open source license.

Customer may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by Rocket Software. Customer may not sell, transfer, assign, pledge or in any way encumber or convey the Proprietary Service Tools. Upon termination of this Support Agreement, Customer will return the Proprietary Service Tools to Rocket Software or allow Rocket Software to remove these Proprietary Service Tools.

Rev 060525

The Software may contain functionality ("Usage Hub") that allows Rocket Software to remotely track data related to your use of the Software. The Usage Hub will only be enabled if you configure the Software product to send data to Rocket Software through the user interface. If the Usage Hub is enabled, Rocket Software will use the data transmitted for the following purposes: (i) to help the Rocket Software Support team handle support incidents more efficiently; (ii) to provide guidance to you regarding how to optimize your use of the Software product; and (iii) to make avail- able reports with entitlement and consumption information. The data collected via the Usage Hub will not contain any Personal Data (as de- fined herein).

In order for Rocket Software to provide Support, Customer agrees to per- form the following as needed:

a. Allow Rocket Software to keep the Proprietary Service Tools resident on Customer's systems or sites during the troubleshooting process and assist Rocket Software in running them;

b. Install updates and patches to Proprietary Service Tools;

c. Use the electronic data transfer capability to inform Rocket Software of events identified by the Software;

d. Utilize Rocket Software-specified remote connection hardware for systems with remote diagnosis service;

e. Provide remote connectivity through an approved communications line;

f. Data Backup—To reconstruct lost or altered Customer files, data or programs, Customer must maintain a separate backup system or procedure that is not dependent on the Software;

g. Temporary Workarounds—Customer will implement temporary procedures or workarounds provided by Rocket Software while Rocket Software works on permanent solutions;

h. Notify Rocket Software if Customer uses Software in an environment that poses a potential health or safety hazard to Rocket Software employees or subcontractors. Rocket Software may require Customer to maintain the Software under Rocket Software supervision and may postpone service until Customer remedies such hazards;

i. Create and maintain a list of all Software under Support including the location of the Software and coverage levels. Customer shall keep the list updated during the applicable Support period; and

j. Include appropriate Rocket Software trademark and copyright notices, for any Rocket Software documentation that has been copied.

17. Payment

Support fees are non-refundable and Customer hereby agrees to pay all such fees by the earlier of (i) 30 days from the date of invoice, or (ii) for fees for a Renewal Period, by the Renewal Date. All fees shall be paid in the currency indicated on the invoice. Late payments of invoiced charges will accrue interest at the rate of 1.5% per month compounded or, if lower, the highest rate permitted by law. Rocket Software shall have the right to recover from Customer any collection costs (including attorney´s fees) incurred by Rocket Software as a result of any late payment. The fees are exclusive of all applicable taxes. Customer will pay and bear the li- ability for taxes associated with this Support Agreement, including sales, use, excise, and added value taxes but excluding taxes based upon Rocket Software's net income, capital, or gross receipts, or any withholding taxes imposed as required by law. If Customer is required to withhold taxes, it will furnish Rocket Software with receipts and documentation substantiating such payment. If Rocket Software is required by law to remit any tax or duty on Customer's behalf, Customer agrees to reimburse Rocket Software within 30 days after notification in writing of such remittance. Customer will provide Rocket Software with valid tax exemption certificates in advance of any remittance otherwise required to be made by Rocket Software on Customer's behalf where such certificates are applicable.

18. Changes

Rocket Software may, upon written notice prior to any Renewal Period, discontinue Support for a product, alter the prices as per clause 7 above, or alter terms for Support in advance of such new Renewal Period. Any such discontinuance or alterations will be deemed to amend this Support Agreement, effective beginning the next Renewal Period.

19. Limitation of liability

a. NOTHING HEREIN SHALL LIMIT EACH PARTY´S LIABILITY FOR FRAUD OR FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE, OR TO ANY EXTENT NOT PERMITTED BY LAW.

b. SUBJECT TO CLAUSE 19(A) ABOVE, NEITHER ROCKET SOFTWARE NOR ITS SUPPLIERS SHALL BE LIABLE FOR:

– INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR DAMAGES, OR

– ANY REGULATORY FINES, OR LOSS OF PROFITS, BUSINESS, OR DATA, WHETHER DIRECTLY OR INDIRECTLY ARISING UNDER OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR DAMAGES.

Rev 060525

c. SUBJECT TO CLAUSE 19(A), ANY LIABILITY OF ROCKET SOFTWARE OR ITS SUPPLIERS SHALL BE LIMITED IN THE AGGREGATE TO THE AMOUNT PAID BY CUSTOMER FOR THE CURRENT SUPPORT PERIOD FOR THE SOFTWARE (NOT TO EXCEED 12 MONTHS), INCLUDING ANY OPTIONAL SUPPORT SERVICES DURING THAT PERIOD. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, INCLUDING CONTRACT, WARRANTY BREACH, OR TORT.

20. Warranties

a. Software Warranty: The warranty terms applicable to the Software supported under this Support Agreement are as provided in the applicable end user license agreement.

b. DISCLAIMER: EXCEPT AS EXPRESSLY DESCRIBED IN AN APPLICABLE END USER LICENSE AGREEMENT, ROCKET SOFTWARE DISCLAIMS AND EXCLUDES ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, REPRESENTATIONS, AND CONDITIONS WITH RESPECT TO SOFTWARE PRODUCTS, SUPPORT, SERVICES AND DELIVERABLES PROVIDED UNDER THIS SUPPORT AGREEMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, GOOD TITLE, NON-INFRINGEMENT,
AND FITNESS FOR A PARTICULAR PURPOSE. ROCKET SOFTWARE DOES NOT WARRANT THAT THE SUPPORT, SERVICES OR ANY DELIVERABLES WILL BE WITHOUT DEFECT OR ERROR.

21. Confidentiality

The party receiving Confidential Information may only use it for the purposes of this Support Agreement and will exercise reasonable care to protect any Confidential Information from unauthorized disclosure or use. The receiving party may disclose Confidential Information only to its employees or agents that are obligated to comply with these confidentiality obligations. "Confidential Information" means any information that (i) is marked in writing as confidential, or (ii) if disclosed orally or visually, is designated orally at the time of disclosure as "confidential," or (iii) ought reasonably to be regarded as confidential having regard to its nature and purpose. Confidential Information will not include information (a) already in the receiving party's possession without obligation of confidence; or (b) independently developed by the receiving party; or (c) that becomes available to the general public without breach of this clause; or (d) rightfully received by the receiving party from a third party without obligation of confidence; or (e) released for disclosure with the disclosing party's written consent. Confidential Information may be disclosed by a party if required to be disclosed by law, regulation, or court order provided that, to the extent permitted by law and reason- ably feasible under the circumstances, the receiving party provides to the disclosing party prior written notice of the intended disclosure and
an opportunity to respond or object to the disclosure, and cooperates with the disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. These confidentiality obligations will survive 5 years after Support Agreement termination and survive indefinitely as to Confidential Information that constitutes trade secret information under applicable law or contains Personal Data (as defined below).

Rocket Software retains the right to use its knowledge and experience (including processes, ideas, and techniques) learned or developed in the course of providing Support.

22. Miscellaneous Provisions

a. Governing Law. If Support is provided in North America, all matters arising out of or relating to this Support Agreement are governed by the laws of the Commonwealth of Massachusetts. If Support is provided in France, Germany, Italy, Japan or Spain, all matters arising out of or relating to this Support Agreement are governed by the laws of the country in which the Support services are provided. In the rest of the world, the laws of England govern all matters arising out of or relating to this Support Agreement. The aforesaid applicable law shall apply without regard to conflicts of law provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Any suit, action, or proceeding arising out of or relating to this Support Agreement shall be subject to the exclusive jurisdiction of the courts of the country determining the applicable law, except that the courts of the Commonwealth of Massachusetts shall have exclusive jurisdiction in North America. Each party agrees to be subject to the above-described jurisdiction and waives any right it may have to object to such venue, including objections based on personal jurisdiction or inconvenient forum.

b. Compliance. Each party will comply with any applicable law or regulation related to its performance under this Support Agreement, including a party's obligations under data protection laws.

c. Entire Agreement. Unless otherwise agreed in writing by the parties, this Support Agreement constitutes the entire agreement between Rocket Software and Customer with respect to Support, and supersedes any prior representations and communications, whether oral or written. This Support Agreement may be modified only in writing signed by both parties. The terms of any purchase order or similar document will not modify this Support Agreement.

d. Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control; however, this provision will not apply to Customer's payment obligations.

e. Ownership. Rocket Software (or its suppliers) have and will retain title and all ownership rights to the Software, Software Updates, and any other deliverables. This Support Agreement does not prejudice any Rocket Software rights arising from breach of an applicable Rocket Software end user license agreement or Rocket Software intellectual property rights. Provision of Support to Customer does not constitute agreement by Rocket Software that Customer is in compliance with such relevant terms and/or laws.

f. Assignment. Customer may not assign this Support Agreement, or any of its rights or obligations thereunder. Rocket Software may assign all or a portion of this Support Agreement to another company within the Rocket Software group of companies, or to a purchaser of all or substantial part of the assets of Rocket Software.

g. Severability/Waiver. If a provision is invalid or unenforceable, the remaining provisions will remain in effect and the parties will amend the Support Agreement to reflect the original agreement to the maximum extent possible. No Support Agreement term shall be deemed waived and no breach deemed consented to or excused unless such waiver or consent is in a writing signed by a party's authorized representative. No consent to or waiver of a breach shall constitute a consent to or waiver of any different or subsequent breach.

h. Export. Support, Software Updates, and any other deliverables may be subject to export controls and the trade laws of the U.S. and other countries. The parties agree to comply with all applicable export control regulations.

i. U.S. Government users. This clause is applicable only to U.S. government users. Any software or documentation delivered under this Support Agreement are "Commercial Items" (as defined at 48 C.F.R. §2.101) and licensed to U.S. Government end users only as Commercial Items and only with rights granted pursuant to this Support Agreement and the applicable end user license agreement.

j. Independent contractors. This Support Agreement creates no relationship of joint venture, partnership, association or principal and agent between the parties. Nothing in this Support Agreement and no course of dealing between the parties creates an employment or agency relationship or partnership between a party and the other party or its employees or agents. Each party shall be solely responsible for all employment benefits for its employees.

23. Data Protection

a. For the purpose of this section, Personal Data has the same meaning as in the applicable data protection law. To the extent you provide Personal Data to Rocket Software as part of Rocket Software's provision of Support, Rocket Software will comply with the requirements of data protection law applicable to it for the processing of personal data.

b. Rocket Software has implemented technical and organizational measures to protect your Personal Data and ensure a level of security appropriate to the risk. Customers' Personal Data shall not be used by Rocket Software, its affiliates or its business partners, vendors and agents working on our behalf for any other purpose other than as required under this Support Agreement or the underlying contract and as permitted or required by law.

c. Please note that Support is not intended for processing Personal Data. Customers should ensure that they do not include Personal Data when receiving Support other than contact and account information. Rocket Software processes contact and account information in accordance with the Privacy Policy which is available at https://www.rocketsoftware.com/company/trust/agreements.

d. or can be provided by Rocket Software at Customer's request.

Addenda to This Agreement

Due to the breadth of the Rocket Software software portfolio, certain Rocket Software software products offer additional or different Rocket Software software support services. The latest list of all available addenda can be found at https://www.rocketsoftware.com/company/trust/agreements.

Learn more at
www.rocketsoftware.com

Rev 060525