

Rocket Software Academic Program License Agreement

Last updated July 26, 2024

1. ACCEPTANCE OF TERMS

By clicking “Submit,” your company (“Academic Partner”) has applied to the Rocket Software Academic Program (the “Academic Program”). If selected, Academic Partner acknowledges and agrees that use of all licenses, software, products and services offered by the Rocket Software legal entity authorized to license the Software in the country in which Academic Partner resides (“Rocket Software”) under the Academic Program shall be governed by the terms and conditions set forth herein. Rocket reserves the right to update this Academic Program License Agreement (“License Agreement”) at any time without notice to you. The most current version of the License Agreement can be reviewed by clicking on the "Academic Program License Agreement" hypertext link located on the Academic Program landing page. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, Documentation, Software, products, APIs, or Web Services obtained from the Web Sites, except as permitted by the License Agreement. **IF YOU DO NOT ACCEPT ALL OF THESE TERMS, DO NOT CLICK “SUBMIT” AND DO NOT APPLY FOR THE ACADEMIC PROGRAM.**

Rocket Software and Academic Partner agree as follows:

2. LICENSE AND GRANT

Rocket Software has agreed to provide Academic Partner with all licenses, software, products and services as described in the Academic Program for use in conjunction with Academic Partner’s qualifying educational or research activities as described in Academic Partner’s Academic Program Application webform.

Rocket Software grants to Academic Partner a license to use the Software in accordance with the terms and conditions described below. Provided that Academic Partner is in compliance with all of its obligations under the Academic Program and is not in breach of any of its duties and obligations under this License Agreement, the licenses granted herein shall be free of charge.

Upon acceptance into the Academic Program, Academic Partner shall receive one copy of the media and documentation for each of the products licensed (the “Software”) and shall be permitted to make copies of the Software up to the total number of licenses indicated in the Academic Partner’s Academic Program application or as otherwise communicated to Academic Partner by Rocket Software. This License Agreement shall become effective as of the date Academic Partner receives the Software from Rocket Software (“Effective Date”).

3. SOFTWARE TERMS AND CONDITIONS

Academic Partner’s use of the Software is governed by the applicable Rocket Software End User Software License Agreement (the “Rocket Software EULA”) and the applicable Additional License Authorizations (the “ALAs”) located at <https://www.rocketsoftware.com/company/trust/agreements>. The terms and conditions of the Rocket Software EULA and the ALAs are hereby incorporated into this License Agreement by reference, except to the extent inconsistent with this License Agreement. In the event of an inconsistency, the terms of this License Agreement shall take precedence as to such inconsistency, with the other terms of both agreements to remain in full force and effect.

4. SOFTWARE SECURITY

The Academic Partner agrees to use diligent efforts to provide software security sufficient to comply with its obligations under this License Agreement. Upon Rocket Software’s request, the Academic Partner agrees to provide information regarding its software security methods to Rocket Software in sufficient detail to enable Rocket Software to review and assess the effectiveness of such methods. Rocket Software reserves the right to withdraw the licenses and all rights granted under this License Agreement and to remove Academic Partner from the Academic Program if Rocket Software determines, in its sole discretion, that Academic Partner’s software security methods are not adequate.

5. OBLIGATIONS OF ACADEMIC PARTNER

Upon acceptance of Rocket Software in the Academic Program, Academic Partner agrees to do the following:

- Allow its name to be listed with other participants in the Academic Program as a Rocket Software academic partner (as appropriate) and further agrees

that, upon reasonable request of Rocket Software, it shall permit Rocket Software to refer prospective Academic Partners to the Academic Partner for information about the Academic Partner's experiences under the Academic Program.

- Within thirty (30) days of becoming an Academic Partner in the Academic Program, provide Rocket Software with a detailed view into Rocket Software's current curriculum for COBOL development.
- Allow Rocket Software to interview the COBOL course program faculty and/or instructors.
- At Rocket Software's request, participate in the development of a promotional video for the Academic Program, which would highlight the COBOL focus at Academic Partner's institution and in its program offerings.
- At Rocket Software's request, participate in speaking with one or more designated press publications (journal or newspaper) related to Academic Partner's participation in the Academic Program and the focus at Academic Partner's institution on COBOL development and learning.
- At Rocket Software's request, act as an Academic Program reference for prospective institutions considering enrollment in this program.

6. TERM, MAINTENANCE, AND UPGRADES

The term of this License Agreement will begin on the Effective Date and will continue for one (1) year therefrom ("Term"), unless it is terminated earlier in accordance with the provisions contained herein. Academic Partner shall reapply for acceptance to the Academic Program to renew the Term. Either party may terminate this License Agreement at any time for any reason upon thirty (30) days' prior written notice. Upon termination of this License Agreement for any reason, Academic Partner shall immediately cease use of all copies of the Software, purge all copies of the Software from Academic Partner's computer systems, and return to Rocket Software all copies thereof. Rocket Software, in its sole judgment and discretion, shall have the right to terminate this License Agreement immediately in the event Academic Partner is in breach of any of its obligations under this License Agreement.

7. EXPORT CONTROLS

Academic Partner acknowledges that the information, Documentation, Software, APIs, and web services obtained from the websites are subject to export controls and economic sanctions laws and regulations, including, but not limited to, the U.S.

Export Administration Regulations (“EAR”) and regulations promulgated by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”). By downloading or accessing the information, Documentation, Software, APIs, or web services, you certify that you and Academic Partner: are not a U.S. denied or sanctioned person or located in or acting for or on behalf of a country or government subject to U.S. embargo or sanctions; will not use the information, Documentation, Software, APIs, or web services in connection with an end-use prohibited by U.S. law; and are eligible to receive such information, Documentation, Software, APIs, and web services under U.S. export controls and economic sanctions laws and regulations. You further agree that you and your organization will not export, reexport, transfer, retransfer, sell, supply, or allow access to or use of the information, Documentation, Software, APIs, and web services (including to, in, by, or for a denied, sanctioned, embargoed, or prohibited country, person, or end use under U.S. law) without a license or other authorization from the U.S. Government, and assume sole responsibility for obtaining any necessary license or other authorization. Diversion contrary to U.S. law is prohibited.

8. TRADEMARKS

"Rocket Trademarks" means all names, marks, brands, logos, designs, trade dress, slogans and other designations Rocket Software uses in connection with its products and services. You may not remove or alter any Rocket Trademarks, or co-brand your own products or material with Rocket Trademarks, without Rocket Software's prior written consent. You acknowledge Rocket Software's rights in Rocket Trademarks and agree that any use of Rocket Trademarks by you shall inure to Rocket Software's sole benefit. You agree not to incorporate any Rocket Trademarks into your trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations, for use on or in connection with computer or Internet-related products, services or technologies. For a current list of Rocket Trademarks, go to www.rocketsoftware.com/company/legal/trademarks.

9. PRIVACY POLICY

By using this website and providing any information, you are consenting to the processing of your information by Rocket and consenting to Rocket Software's Privacy Policy, available at <http://www.rocketsoftware.com/company/legal/privacy-policy>.

10. GENERAL

Academic Partner may not assign or otherwise transfer this License Agreement, or any of the rights, duties, or obligations contained herein, in whole or in part, without the express written consent of Rocket Software. Rocket Software may assign this License Agreement to any member of the Rocket Software group of companies or to a purchaser of the intellectual property rights in the Software. If the Rocket Software entity licensing the Software is located in North America, the laws of the State of Massachusetts govern this License Agreement. If the Rocket Software entity licensing the Software is located in France, Germany or Japan, this License Agreement is governed by the laws of the country in which the Rocket Software entity is located. In the rest of the world, the parties agree that the laws of England and Wales shall govern this License Agreement. The terms and conditions of the Academic Program, this License Agreement, and the Rocket Software EULA represent the complete agreement of the parties with respect to their subject matter. If any provision of this License Agreement is found to be unlawful or unenforceable in any respect, the court shall reform such provision so as to render it enforceable (or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision). As so reformed or modified, the court shall fully enforce this License Agreement.