

Rocket Software Additional Licensing Terms for Generative AI-based ("Gen AI") Offerings



## Products and Suites covered

This Additional License Authorizations document ("ALA") set forth the applicable License Options and additional specific software license terms that govern the authorized use of the software products specified below, and are part of the applicable agreement (i.e., End User License Agreement; and/or any separate agreement that grants Licensee a license to such products (e.g., Customer Portfolio Terms, Partner Agreement, Master Agreement, or Restricted Use License); and/or Quotation) (the "Applicable Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Applicable Agreement.

## Products and Offerings Covered

Rocket MultiValue Developer Assistant	
Rocket Uniface Developer Assistant	

# Definitions

Term	Definition
Aggregated Statistics	Means statistical data and performance information, generated through instrumentation and logging systems, relating to Customer's use of the Rocket AI Offering, which Rocket Software uses in an aggregate and anonymized manner, such that Customer and/or its affiliates or any other person or entity, their specific data, information, strategy and/or any other information specifically relating to Customer and/or its Affiliates cannot be identified.
Customer or Licensee	Means Rocket Software direct or indirect customer and its properly licensed or authorized users of the Rocket Al Offering.
Generative Al or GenAl model	Means a product feature that is part of (or used by) Rocket Software products and services that generates Output using third party generative artificial intelligence technologies or configurations.



Input	Means content or information input or imported to the Rocket Al Offering by Customer, including but not limited to an audio file, video file, document, code, data, image, text, or a combination of the foregoing. Any Input belongs to the Customer
Output	Means output provided to Customer that is generated by the Rocket AI Offering based on Input, including but not limited to text, text effects, image, vector graphic, audio file, texture, video file, data, or code. Output does not include any references to or summaries of Rocket product documentation.
Rocket Al Offering or Licensed Software	Means the products referred to above under "Products and Offerings Covered."

# License Options

The following license option(s) ("License Option(s)") are the types of licenses available for a given software product as further specified in this ALA. The applicable License Option for a license shall be as set forth in the Applicable Agreement or Product Order. Those products with only one License Option available shall be governed by such License Option whether or not stated in the Applicable Agreement or Product Order unless otherwise agreed in writing between Licensee and Licensor.

## **Restricted Use License**

Licensed Software provided under this License Option gives Licensee a limited license to use a pre-release version the Licensed Software ("Beta") solely for Licensee's internal testing purposes subject to this section and the restrictions in the Restricted Use License (located at

https://www.rocketsoftware.com/restricted-use-license?multilink=switch). In the event of a conflict, the terms and conditions in this ALA shall prevail. At no time may Licensee use the Licensed Software for development, commercial, or production purposes, nor may Licensee reproduce or distribute the Licensed Software. Licensee's results of benchmark or other performance tests run on or using the Licensed Software may not be disclosed to any third party without Licensor's prior written consent.



# Additional License Terms

## Third Party AI Model; Tuning of Model.

The Rocket AI Offering may, from time to time, use different AI models. As of the date hereof, the Rocket AI Offering(s) uses the following AI model:

Llama 3 (or later), an open-source AI model provided by Meta.

The model listed above (and any other AI models provided hereunder) is provided by a third party and is not associated with Rocket Software and Rocket Software makes no representation or warranty with respect to their offerings. Rocket Software may add additional third-party artificial intelligence model configuration options from time to time and you are responsible for procuring an appropriate license or right to use any such additional models.

This AI model was tuned exclusively as a developer aide for the relevant Rocket product. The AI Model should NOT be used for any purpose other than as a developer assistant or the relevant Rocket product to aid in writing, explaining or learning how to program within the relevant Rocket product.

### **Ownership of Content.**

"Customer Data" or "Licensee Data" and any provisions in the Applicable Agreement applying to Customer Data will cover Input and Output.

### Compliance with Laws and Responsible Use.

Customer must use and interact with any GenAI model responsibly and lawfully, which means that Customer will comply with all applicable laws and act fairly, transparently, purposefully and according to legal and ethical considerations, including, international, national, federal or state legislation such as, for example but not limited to, the European Union's Artificial Intelligence Act (the "EU AI Act") and any applicable U.S. White House Executive Orders on AI and similar legislation from time to time in the jurisdiction that applies to use of the Rocket AI Offering(s) and/or that was agreed to in the Applicable Agreement.



#### User Responsibility; Acceptable Use.

*General.* Users of the Rocket AI Offering are solely responsible for their interactions and reliance on the Output. When using the Output, users must proceed in accordance with these terms and applicable law and only use the Output in a manner that ensures fairness, transparency, and human operator intervention.

#### Input and Output.

Customer is solely responsible for Input.

Customer is solely responsible for the use of Output and for ensuring such use of Output complies with the Applicable Agreement and applicable laws and regulations. Output may not be unique and other users of Generative Al Features may generate the same or similar Output. Output may sometimes be inaccurate, misleading, or include material that may belong to others. Output may not be protectable by intellectual property rights.

Rocket Software may automatically block Input or Output if, in its sole discretion, if Rocket Software believes Input or Output violates the rights of a third party, applicable law or regulation, or the Applicable Agreement.

For the avoidance of doubt and notwithstanding anything set forth herein to the contrary, Rocket Software and its affiliates may process, use, copy, transmit, aggregate, model, index, store, and display Input and Output (a) to perform its obligations under the Applicable Agreement, including support and operation of the Rocket Al Offering; (b) for product improvement, customization, development, or research and (c) as set forth below under "Al/ML Training."

**Acceptable Use; Fairness and Transparency**. Customer will not, and will not allow third parties under Customer's control, to use the Rocket AI Offering(s) or Output to directly or indirectly create, build, develop, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights.

Customer agrees it will use the Output in a way that is fair and transparent and will ensure the accuracy and reliability of the Output prior to use. This can consist of verifying the information results against plausibility and



reasonableness criteria or testing the Output against known data as well as using multiple independent and trustworthy sources to verify information.

Customer further agrees that it will only use the Rocket AI Offering and Output for its legitimate business purposes and not use or allow the Rocket AI Offering to be used for any high-risk, dangerous, illegal, or malicious activities, including for:

- a. legal, medical, financial, or other kinds of professional advice, including any opinions, judgments, or recommendations;
- b. mass surveillance, racial profiling, or any use that violates or encourages the violation of basic human rights or other applicable laws and regulations;
- c. to make automated decisions with use cases involving critical processes or the risk of loss of life, property or impact on an individual's legal rights or in domains that affect material or individual rights or well-being (e.g., finance, legal, employment, healthcare, housing, insurance, and social welfare);
- d. impersonating another for deceptive purposes or in a way that conceals the fact a user is interacting with artificial intelligence;
- e. providing misleading claims of expertise or capability made particularly in sensitive areas (e.g. health, finance, government services, or legal);
- f. Any use that would be considered "high risk" under the EU AI Act, including with respect to (i) biometrics; (ii) the management or operation of critical infrastructure; (iii) education and vocational training; (iv) employment, worker management and access to self-employment; (v) access to and enjoyment of essential private and public services and benefits; (vi) law enforcement; (vii) migration, asylum and border control management; and (viii) administration of justice and democratic processes.

Customer will also not include any content in the Input that is:

- a. abusive or illegal (including text, images, video, audio, or code) or data, or content or data that is false, misleading, disparaging;
- b. obscene, or that violates the rights of others;
- c. intended to influence the political process; or
- d. protected characteristics or personally identifiable information about a person.



Attempts to override or circumvent safety filters or intentionally drive the model to act in a manner that contravenes these terms or Customer policies for acceptable use and artificial intelligence are also prohibited.

#### No Warranties; Disclaimer.

Rocket Software disclaims all warranties, express or implied, regarding Output, including any implied warranties that Output will not violate the rights of a third party or any applicable law or regulation.

THE ROCKET AI OFFERING IS MADE AVAILABLE ON AN "AS-IS," "AS-AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. ROCKET SOFTWARE, ITS AFFILIATES AND LICENSORS DISCLAIM LIABILITY FOR ANYTHING DONE OR OMITTED IN RELIANCE UPON THE OFFERING, 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.

### Data Privacy and Security; Training.

The Rocket AI Offering may not be used to generate or process sensitive data, such as health records, financial data, or personally identifiable information, without the proper authorization and security measures in place (see also "Acceptable Use; Fairness and Transparency" above).

Customer users should receive adequate training and guidance on the legal and proper use of generative AI tools.

### **AI/ML Training**

Customer agrees that Rocket Software may use Aggregated Statistical data obtained from Customer's use of the Rocket AI Offering. Rocket Software may use such data for (i) research and development and (ii) for improving, refining or customizing the services further. Customer hereby grants Supplier a nonexclusive, perpetual, irrevocable, royalty-free license to reproduce, distribute, modify, and otherwise use and display the Aggregated Statistics. All Aggregated Statistics are provided "as-is" and Customer will have no liability for Rocket Software's use of Aggregated Statistics.



#### **Reporting Issues**

Customer should report any issues or concerns related to the use of the Rocket AI Offering to the Rocket Software support team: <a href="mailto:support@rocketsoftware.com">support@rocketsoftware.com</a>.

#### **Non-Compliance**

Non-compliance with this policy may result in termination of the Rocket Al Offering and Applicable Agreement without refund.

https://www.rocketsoftware.com/company/trust/agreements

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**Rocket Software Global Headquarters** 

77 Fourth Avenue Waltham, MA 02451 USA US: +1 781 577 4323