

CUSTOMER TERMS - PROFESSIONAL SERVICES

1. **Definitions.** Capitalized terms in these Customer Terms - Professional Services (“Professional Services Terms”) are defined as follows:
 - 1.1. “Agreement” means, collectively all applicable Statements of Work and these Professional Services Terms.
 - 1.2. “Change Order” means a request to change the scope of Services and/or Deliverables that is signed by all parties or otherwise follows the approval process set forth in the SOW.
 - 1.3. “Customer” means the customer identified in the SOW.
 - 1.4. “Data Protection Legislation” means any law applicable from time to time relating to the processing of personal data and/or privacy, including, without limitation, the UK Data Protection Act 2018, EU Regulation 2016/679 (General Data Protection Regulation) (GDPR), the Privacy and Electronic Communications (EC Directive) Regulations 2003, and the California Consumer Privacy Act (CCPA), in each case including any legally binding regulations, direction and orders issued from time to time under or in connection with any such law and any equivalent or associated national law, as dictated by context.
 - 1.5. “Deliverables” means the items specified as deliverables in the SOW.
 - 1.6. “Personal data”, “processing”, “data controller”, “data processor” and “data subjects” shall have the meaning given to them in the GDPR and/or the CCPA, or as otherwise defined by applicable data protection legislation.
 - 1.7. “Rocket Software” means Rocket Software, Inc. or its affiliate designated in the entity table located _____ at <https://www.rocketsoftware.com/company/legal/AMC-assigned-entity>.
 - 1.8. “Services” mean the services, including any specified Deliverables, to be provided to Customer as described in the SOW.
 - 1.9. “Statement of Work” or “SOW” means the document describing the Services (including, but not limited to, a signed statement of work or, for packaged services, the applicable data sheet) to which these Professional Services Terms apply.
 - 1.10. “Transition Period” means the transition period provided for in Part Four of the Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland (“UK”) from the European Union (“EU”) and the European Atomic Energy Community.
2. Services _____ and _____ Project _____ Management. Services. The Services and compensation described in the SOW are based upon information Customer provides and any assumptions set forth in the SOW. If information provided by Customer is incomplete or inaccurate, if the stated assumptions are incorrect, or if Customer by act or omission delays Rocket Software’s performance or presents Rocket Software with new requirements, the parties will accordingly modify the SOW through a Change Order, including specifying any additional fees.
 - 2.1. On-site Practices. Rocket Software personnel performing Services on Customer’s premises shall observe reasonable safety and

security protocols of which Rocket Software is notified in writing. If after creation of the SOW, Customer introduces new safety and security requirements that may increase Rocket Software's costs, the parties shall in good faith mutually negotiate implementation of the requirements along with any related fee increase. Unless a written agreement is executed between the parties accepting such new requirements, they shall not apply to Rocket Software.

- 2.2. Access. Customer will cooperate with Rocket Software by providing (a) access to applicable personnel, facilities, software, and equipment reasonably required by Rocket Software to perform the Services, and (b) timely decision-making, notification of relevant issues or information and granting of approvals. Customer shall inform Rocket Software of its point of contact for such purposes. It is Customer's responsibility to back up and protect its computer systems and data.
- 2.3. No Support Obligation. Except as the parties may expressly agree otherwise in writing, Rocket Software has no obligation to provide technical support services for a Deliverable.
3. Deliverables License.
 - 3.1. License. Subject to payment of all applicable fees for the Services, unless otherwise set forth in the SOW, Rocket Software grants Customer a nonexclusive, nontransferable, worldwide, royalty-free license to install, copy, and use Deliverables solely for Customer's internal business operations. If Deliverables are described in the SOW as an extension or modification of Rocket Software software for which Customer has obtained, or is required to obtain, a license independent of this

Agreement, copying and use of the Deliverables is limited to the terms and conditions of such Rocket Software software license. This Agreement is not intended to modify, amend or in any way affect the licensing, warranty, or other agreement provisions for software products separately licensed by Customer from Rocket Software or any other party unless it is expressly provided for in this Agreement.

- 3.2. Ownership. This Agreement does not transfer ownership of either party's intellectual property. Except as expressly provided otherwise in this section or the SOW, Rocket Software (and/or its licensors) owns all right, title and interest, including without limitation, all intellectual property rights, in materials or other items, processes, ideas, techniques, and know-how learned, developed, delivered, and/or used by Rocket Software in the performance of this Agreement, including any Deliverables.
- 3.3. Protection of Deliverables. Customer shall take reasonable steps to protect Deliverables from disclosure to third parties. Any proprietary rights notices must be reproduced and included on all copies of Deliverables. If a Deliverable consists of software code, except for open source software or as otherwise specified in the SOW, the source code is not licensed to Customer. Customer may not reverse engineer, decompile, or disassemble any object code except as expressly permitted by law.
- 3.4. Separate Software License. Any commercially available software used in conjunction with the Services must be licensed and paid for by Customer under a separate agreement. This Agreement does not modify the license grant or other agreement provisions for software separately licensed by Customer from Rocket Software or any other party, except as may be

expressly provided for in the SOW. No payment of any software license fee or any other fee by Customer outside this Agreement shall be contingent upon Rocket Software's completion of Services.

4. Payment

4.1. Fees and Expenses. Customer will pay Rocket Software the fees specified in the SOW and reimburse Rocket Software for the travel, accommodation, subsistence, and related expenses of Rocket Software personnel that provide the Services as specified in the SOW, unless otherwise specified in the SOW. Unless otherwise set forth in the SOW, Customer agrees to pay, without offset, all invoiced amounts within thirty (30) days of Rocket Software's invoice date. Rocket Software may suspend performance under the SOW if Customer fails to make a payment when due.

4.2. Invoicing. Unless otherwise agreed in the SOW, Service fees and any applicable expenses shall be calculated by Rocket Software on a monthly basis and invoiced to Customer after the end of each month. Payments made later than the due date will accrue interest from the date due to the date paid at the lesser rate of 1% per month or the maximum allowed by applicable law. Customer shall be liable for any such interest and all related reasonable collection costs, whether or not an action has been filed. If a payment is late, Rocket Software shall be entitled to suspend performance of the Services and, at its option, terminate the SOW on written notice.

5. Taxes.

5.1. Fees and expenses under the SOW are exclusive of applicable taxes. Customer is responsible for any

taxes associated with the delivery of Services excluding taxes on Rocket Software's net income or assets. If Customer claims exempt status for any sales tax, Customer will provide the appropriate exemption certificates in advance of payment. If Customer is required to withhold taxes, Customer will furnish receipts substantiating such payment. If Rocket Software is required to remit any tax or duty on behalf of or for the Customer account, Customer will reimburse Rocket Software within 30 days after Rocket Software notifies Customer in writing of such remittance.

5.2. Costs. Rocket Software shall not be liable for any costs, charges, losses, or delays sustained or incurred by Customer that arise directly or indirectly from any delay or any other act or omission of Customer or Customer's agents, subcontractors, consultants, or employees. Customer shall pay Rocket Software on demand all reasonable costs, charges, or losses incurred by Rocket Software (including, without limitation, loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Customer's fraud, negligence, delay, or failure to perform its obligations under this Agreement, subject to Rocket Software confirming such costs, charges, and losses to Customer in writing.

5.3. Fixed Price. Any fixed price under the SOW excludes the cost of hotel, subsistence, travel, and any other ancillary expenses reasonably incurred by the individuals whom Rocket Software engages in connection with the Services, the cost of any materials, and the cost of services reasonably and properly provided by third parties and required by Rocket Software for the furnishing of the Services. Such expenses, materials, and third-party services shall be invoiced by Rocket Software to Customer including any applicable taxes at the appropriate rate.

6. Term.

- 6.1. ~~Term and Termination.~~ This Agreement term shall be for the period specified in the SOW, after which it will automatically expire. Either party may, by giving written notice to the other party, terminate this Agreement if the other party commits a material breach of this Agreement, however in the case of a breach that is capable of being remedied the breaching party shall have 30 days from the written notice of such breach to remedy it. Rocket Software may, by giving 14 days prior written notice, terminate this Agreement if Customer defaults on payment of any fees and fails to remedy such default.
- 6.2. Effect of Termination. Agreement termination for any reason shall not affect any accrued rights or liabilities of either party, nor shall it affect any Agreement provision which is expressly or by implication intended to come into or continue in force on or after such termination.
- 6.3. Early Termination. Upon early termination of the SOW by Customer (except for Rocket Software's breach), Customer shall pay amounts specified in the SOW relating to work performed up to the termination date, as well as any additional costs or expenses which Rocket Software has incurred or contracted for with respect to the Services and is unable to avoid.

7. Warranties.

- 7.1. Warranty. Rocket Software warrants that the Services shall be performed in a professional manner in accordance with generally accepted industry standards and are deemed accepted as performed unless otherwise set forth in the SOW. Rocket Software warrants that a Deliverable will materially conform to the specifications for it described in the SOW. Unless otherwise stated in the SOW, Customer must notify Rocket Software of any claim under

this Section within 15 days of delivery of the applicable Services and/or Deliverables. Upon receipt of timely written notice of a claim, Rocket Software's obligation is to correct the Services so that they comply with this warranty. Rocket Software, at its option, will re-perform Services that do not comply with the Services warranty at no additional charge, or if not practical and solely at Rocket Software's option, credit the part of the applicable fee, if paid, for the Services that do not comply with the Services warranty.

- 7.2. Exclusions. This warranty excludes non-performance issues that result from third-party hardware or firmware malfunction or defect, software not developed by Rocket Software, incorrect data or incorrect procedures used or provided by Customer or a third party, changes to a Deliverable or Customer's computing environment, or defects outside the reasonable control of Rocket Software. Customer will reimburse Rocket Software for its reasonable time and expenses for any Services provided at Customer's request to remedy or mitigate such excluded issues.
- 7.3. Disclaimer. EXCEPT AS EXPRESSLY DESCRIBED IN THIS WARRANTY SECTION, ROCKET SOFTWARE DISCLAIMS AND EXCLUDES ANY AND ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, REPRESENTATIONS, AND CONDITIONS WITH RESPECT TO SERVICES AND DELIVERABLES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, GOOD TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. Rocket Software does not warrant that the Services or any Deliverables will be without defect or error.
- 7.4. Dates. Rocket Software undertakes to use reasonable endeavors to meet applicable dates for performances of the Services, but it shall not be an obligation of Rocket Software under this Agreement that such dates will be strictly met.

8. Limitation of Liability.

8.1. ROCKET SOFTWARE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, BUSINESS, OR DATA) ARISING UNDER OR RELATING TO THIS AGREEMENT, EVEN IF ROCKET SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ROCKET SOFTWARE'S LIABILITY FOR A CLAIM ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED AMOUNTS PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM.

8.2. The limitations in this section do not apply to liability for death or personal injury to the extent such liability results from Rocket Software's gross negligence, or to liability that otherwise cannot be limited by applicable law.

9. Indemnification.

9.1. Scope. Rocket Software will defend any claim brought against Customer by a third party to the extent it is based on an allegation that Customer's use of a Deliverable infringes such third-party's patent, copyright, or trademark, or misappropriates such third party's trade secrets, in each case as enforceable under the laws of the United States, Canada, the European Union, or the UK following the end of the Transition Period. Rocket Software will indemnify Customer from any damages, costs, and expenses finally awarded (or agreed to by Rocket Software in settlement) for any such claim. As a precondition, Customer must promptly notify Rocket Software of the claim, give Rocket Software control of the defense and related settlement negotiations, and provide Rocket Software with reasonable assistance (for which Rocket Software shall pay Customer's reasonable out-of-pocket costs) in defending the claim. If Customer desires

separate legal representation in any such action, Customer will be responsible for the costs and fees of its separate counsel.

9.2. If a Deliverable is held to infringe and its use is prohibited or Rocket Software determines it is likely to become the subject of an infringement claim, Customer will permit Rocket Software, at Rocket Software's option and expense, to (a) procure for Customer the right to continue to use the Deliverable, or (b) replace or modify the Deliverable so that it becomes non-infringing with similar functionality, or (c) upon Customer's return of the infringing Deliverable, refund the amount paid for the infringing Deliverable.

9.3. Limitations. Rocket Software will have no obligation of defense or indemnity to the extent a claim arises from (a) compliance with Customer's designs or instructions, (b) modification of a Deliverable not authorized in writing by Rocket Software, or (c) use or combination of a Deliverable with non-Rocket Software software, equipment, data, or business processes. This Section (Indemnification) states the exclusive obligation of Rocket Software for any claim of infringement or misappropriation of any intellectual property rights. Rocket Software's liability for an infringement or misappropriation claim is limited to twice the amount paid by Customer for the Deliverable giving rise to the claim. This limitation does not apply to Rocket Software's obligation to defend a covered claim.

10. Confidentiality. The party receiving Confidential Information may only use it for the purposes of this 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 or its affiliates' employees, contractors, or agents that are obligated to comply with these confidentiality obligations. "Confidential Information" means the

Agreement terms and any other information that (i) if disclosed in tangible form, is marked in writing as confidential, or (ii) if disclosed orally or visually, is designated orally at the time of disclosure as “confidential.” 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 Agreement breach; 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; or (f) required to be disclosed by law, regulation, or court order. These confidentiality obligations will survive 5 years after Agreement termination.

11. Personal Information.

11.1. Provision of Personal Information. Customer will not provide Rocket Software with personal data unless the parties expressly agree in writing to the provision by Customer, and receipt by Rocket Software, of such data. Where the parties expressly agree in writing that personal data will be provided by Customer (“Customer Personal Data”) (i) Customer authorizes Rocket Software to process Customer Personal Data to the extent required to provide the Services and comply with its obligations at law (the “Permitted Uses”) and (ii) where applicable, the provisions of Section 10.2 shall apply.

11.2. Rocket Software as Data Processor. If, in processing Customer Personal Data, Rocket Software processes Customer Personal Data as a data processor on behalf of Customer as a data controller that is subject to the GDPR, the following terms shall apply:

- a. Rocket Software shall only process Customer Personal Data (i) in accordance with the written instructions of Customer (including this

Agreement) or (ii) where required to do so by applicable law. Rocket Software shall inform Customer if in its opinion an instruction given by Customer infringes the Data Protection Legislation;

- b. Rocket Software shall, in addition to the measures put in place by Customer, implement and maintain all appropriate technical and organizational security measures: (i) to ensure a level of security appropriate to the risk to Customer Personal Data when it is processed by Rocket Software and (ii) to assist Customer in the fulfilment of its obligations to respond to requests from data subjects exercising their rights under the Data Protection Legislation.
- c. Rocket Software shall:
 - i. Provide all assistance to Customer as is reasonably requested in writing to enable the Customer to comply with its obligations pursuant to the Data Protection Legislation (including its obligations pursuant to Articles 32 – 36 GDPR);
 - ii. Take all reasonable steps to ensure that access to the Customer Personal Data is limited to those personnel who require access to it for the purpose of complying with Rocket Software’s obligations under this Agreement and that such personnel are bound by enforceable obligations of confidentiality;
 - iii. In the event that processing Customer Personal Data involves the transfer by Rocket Software of Customer Personal Data outside of the EEA, or the UK following the end of the Transition Period, Rocket Software shall ensure that such transfer is in compliance with the GDPR. If Rocket Software Processes Personal Data that includes Protected Health Information (“PHI”) pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d - 1320d-8 (“HIPAA”), the terms in the Business Associate Agreement specified in Section 10.3 below shall also govern such transfer and subsequent use of the PHI by the recipient.

- iv. Following the end of the provision of the Services permanently delete all Customer Personal Data (including copies) in its possession or control, save where required to retain such Customer Personal Data by applicable law; and
 - v. Subject to Customer and/or Customer's representatives signing suitable undertakings of confidentiality, allow Customer and/or Customer's representatives, on reasonable notice to Rocket Software, to conduct one audit (including inspections) per 12 month period of all data processing facilities, procedures, documentation and other matters required to demonstrate Rocket Software's compliance with the Data Protection Legislation and this Section. Rocket Software shall contribute to such audits in a reasonable manner.
- d. Customer grants Rocket Software a general authorization to engage sub processors to provide the Services on behalf of Rocket Software in accordance with Section 11.5. Where a sub processor is appointed who will process Customer Personal Data on behalf of Rocket Software, Rocket Software shall ensure that any such sub processors are contractually bound by the same data protection obligations as set out in this Section.
- 11.3. Where a subcontractor is engaged, Rocket Software shall remain liable to Customer in respect of any breach of this Section that is caused by an act, error or omission of such subcontractor. Rocket Software shall inform Customer of any intended changes concerning the addition or replacement of subcontractors who will process Customer Personal Data.
- 11.4. PHI. Customer shall ensure that Rocket Software does not at any time have access to any PHI unless the parties have first executed

a Business Associate Agreement for the specific Services or Deliverables and such Business Associate Agreement is referenced in the SOW.

12. General Provisions.

- 12.1. Law and Jurisdiction. This Agreement and any claims or causes of action, whether in contract, tort or statute, based on, arising under or relating to this Agreement, will be governed and enforced as follows: If Customer's principal place of business is in: (i) the United States, the laws of the State of Delaware will govern, without giving effect to any conflict of law rule or other rule that could result in the application of laws of a different jurisdiction, and the parties consent to exclusive jurisdiction of the state and federal courts of Delaware, except that Rocket Software will be allowed to apply for injunctive relief in any jurisdiction; (ii) the United Kingdom, Australia, Brazil, France, Germany, Italy, the Netherlands, New Zealand, Spain or Singapore, the laws of the country where Customer's principal place of business is located will govern, without giving effect to any conflict of law rule or other rule that could result in the application of laws of a different jurisdiction, and the parties consent to exclusive jurisdiction of the courts of said country, except that Rocket Software will be allowed to apply for injunctive relief in any jurisdiction; or (iii) a country other than the United States, the United Kingdom, Australia, Brazil, France, Germany, Italy, the Netherlands, New Zealand, Spain or Singapore, the laws of England and Wales will govern, without giving effect to any conflict of law rule or other rule that could result in the application of the laws of a different jurisdiction, and the parties consent to the exclusive jurisdiction of the courts of competent jurisdiction of England and Wales, except that Rocket Software will be allowed to apply for injunctive relief in any jurisdiction. The

United Nations Convention on Contracts for the International Sale of Goods will not apply.

- 12.2. Entire Agreement. This Agreement constitutes the entire agreement between the parties for the Services and supersedes any prior representations and communications, whether oral or written. This Agreement may be modified only in writing signed by both parties. The terms of any purchase order or similar document will not modify this Agreement.
- 12.3. Force Majeure. The parties' obligations under this Agreement shall be deferred, except for payment obligations, to the extent that performance is delayed, hindered, or prevented by causes beyond their control including any strike or other labor dispute, war, act of terror, civil disturbance, action or inaction of government, embargo, epidemic, fire, earthquake, flood or act of God; or default of common carrier.
- 12.4. Assignment. Customer may not assign this Agreement or any of its rights or obligations thereunder. Rocket Software may assign this Agreement to another company within the Rocket Software group of companies or to a purchaser of all or a substantial part of the assets of Rocket Software.
- 12.5. Subcontractors. Rocket Software may use subcontractors to provide the Services. Any reference to Rocket Software personnel in this Agreement will be deemed to include Rocket Software subcontractor personnel.
- 12.6. Personnel. The assignment of named Rocket Software personnel to perform the Services is subject to their possible resignation or being absent for reasonable domestic cause and Rocket Software shall have no liability for any such interruption to the

Services. In such cases, Rocket Software will, after discussion with Customer, attempt to provide substitute personnel with equivalent skills. Reassignment may delay Services or allow Rocket Software to terminate Professional Services without Rocket Software liability.

- 12.7. Non-solicit. Without written consent from Rocket Software, during the term of this Agreement and for 12 months afterwards, Customer shall not deliberately attempt to recruit, or offer employment or work to, any personnel, employed or retained by Rocket Software who have been involved in the provision of the Services hereunder. Rocket Software resources represent a significant investment in recruitment and training. In case of breach of this provision by Customer, a fee shall become payable by Customer to Rocket Software which shall be equivalent to 12 months' remuneration of such personnel.
- 12.8. Notices. Any notices given pursuant to this Agreement to Customer shall be in writing delivered by hand, recorded delivery, registered post, or via email addressed to Customer as set forth above unless otherwise specified in the SOW, or to such other address as may be noticed in writing by either party to the other party. Any notices given pursuant to this Agreement to Rocket Software shall be in writing delivered via email Rocket Software at legal@rocketsoftware.com.
- 12.9. Severability. If a provision is invalid or unenforceable, the remaining provisions will remain in effect and the parties will amend this Agreement to reflect the original agreement to the maximum extent possible.
- 12.10. Waiver. No 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.

12.11. Export. Deliverables may be subject to export controls and the trade laws of the U.S., the EU, and other countries. The parties agree to comply with all export control regulations.

12.12. Independent Contractors. This Agreement creates no relationship of joint venture, partnership, association, or principal and agent between the parties and both parties act as independent contractors and principals for their own accounts. Nothing in this 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 employee