

# Additional License Authorizations

For Mobius software products

Version 1.1

This Additional License Authorizations document (“**ALA**”) sets forth the applicable License Options and additional licensing terms that govern the authorized use of the software products specified below (the “**Products**”).

This ALA is an integral part of any applicable Order Forms by and between Rocket and its End User Customers that include one or more of the Products, together with the underlying master agreement or end user license agreement mentioned on the Order Form (collectively the “**Agreement**”). In the event of inconsistencies or conflicts between any of these documents, the following order of precedence shall apply: (1) the relevant Order Form, (2) this ALA and (3) the underlying master agreement or end user license agreement.

Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

## Products covered

### Rocket Mobius Products

Products	Mainframe or non-mainframe	Unit of Measure
Rocket® Mobius® for distributed (Linux® or Windows® - all components)	Non-mainframe	Server / Session / Each
Rocket® Mobius View™ for distributed (Linux® or Windows® - all components)	Non-mainframe	Server / Session / Repository / Each
Rocket® Mobius® for z/OS® (all components)	Mainframe	MIPS / Session / Each
Rocket®-INFOPAC®-ABS	Mainframe	MIPS
Rocket® Mobius® for z/OS®- ABS	Mainframe	MIPS
Rocket® Audit & Analytics Services™ (all components / all platforms)	Non-mainframe	Server / Session
Rocket Data Archiving for SAP for Linux (all components)	Non-mainframe	Each
Rocket® Content Explorer (all available platforms)	Non-mainframe	Server
Rocket® Content Output Streamer (all components)	Non-mainframe	Each / Server / Virtual Processing Unit

## Rocket Content Automation Products

Products	Mainframe or non-mainframe	Unit of measure
Rocket Content Automation Studio	Non-mainframe	Instance / Copy
Rocket Content Automation Presentation Services (all components)	Non-mainframe	Instance / User / Each / Named Internal User / Named External User
Rocket Content Automation Process Services (all components)	Non-mainframe	User
Rocket Content Automation Decision Services (all components)	Non-mainframe	Instance / Each / Rule Set Evaluation
Rocket Content Automation AI Services	Non-mainframe	Instance / Each

## Former Technology Products

Products	Mainframe or non-mainframe	Unit of measure
Rocket® DocumentDirect™ (all components)	Non-mainframe	Core / Session / Each
Rocket® DocumentDirect™ for the Internet (all available platforms, all components)	Non-mainframe	Server / Session / Each / Site
Rocket® DocumentDirect™ Application Suite (all components)	Non-mainframe	Server / Session / Each
Rocket® ViewDirect™- ABS (all components)	Non-mainframe	Server / Each
Rocket® ViewDirect™ for Networks (all available platforms)	Non-mainframe	Server / Session
Rocket® ViewDirect™-MVS	Mainframe	MIPS
Rocket®-Total Content Integrator™ (all components / all available platforms)	Non-mainframe	Server / Session / Each
Rocket® Mobius Luminist® (all components, all available platforms)	Non-mainframe	Server / Session / Each
Rocket® Mobius® Release	Non-mainframe	Server
Rocket®-Zenith™ Repository Services (all components) (PaaS)	Non-mainframe	Each
Rocket® Zenith™ Presentation Services (all components)	Non-mainframe	Named External User / Named Internal User / Each
Rocket®-Zenith™ Robotic Services (all components)	Non-mainframe	Each / Unattended Bot Node / Instance / Attended Bot Node
Rocket®-Zenith™ Decision Services (all components)	Non-mainframe	Each
Rocket®-Zenith™ Process Services (all components)	Non-mainframe	Each / Instance
Rocket®-Zenith™ AI Services (PaaS)	Non-mainframe	Each
Rocket®-Studio™ (PaaS)	Non-mainframe	Copy

Please note that Rocket does not market or grant new Licenses for the Former Technology Products. End User Customer shall contact its sales representative for more information on supported replacement products for this capability Rocket may offer. These Products are listed in this ALA in the event of any existing Licenses still in use by one or more End User Customer(s).

## Definitions

Capitalized terms in this ALA that are used but not defined herein shall have the respective meanings set forth below.

Term	Definition
<b>Order Form</b>	Means a document pursuant to which End User Customer transacts to acquire License(s) to Products and/or Services from Rocket, either directly or indirectly via a reseller or other partner of Rocket, and which specifies the prices, fees and any applicable Unit of Measure and other special terms which further define End User Customer's License entitlements.
<b>Repository</b>	Means a discrete, third-party, data storage location to which the Products connect but where the Products are not installed—e.g., Bloomberg, CMOD, Alfresco, SharePoint, FileNet, etc. End User Customer must separately license each Repository to which the Products connect, from each Server from which the connection is made. For example, if End User Customer has installed the Products on two Servers and both Servers will connect to two different SharePoint repositories, then End User Customer must license a total of four Repositories—two Repository Licenses for each of two Servers. In a multi-Server environment, each Server only needs to be licensed for the Repositories to which it connects, and the Repository connections may vary from Server to Server. All Repositories must be identified by name either in an Order Form, or by separate email from End User Customer to <a href="mailto:support@rocketsoftware.com">support@rocketsoftware.com</a> —such email, however must be received by Rocket in advance of End User Customer connecting the previously unnamed Repository to the Products. If End User Customer permanently disconnects the Products installed on a Server from a given Repository, End User Customer may reassign that Repository License to another Repository provided that i) End User Customer sends advance written notice to Rocket at <a href="mailto:support@rocketsoftware.com">support@rocketsoftware.com</a> and ii) End User Customer does not reassign the same Repository License more frequently than once every 30 days.
<b>Server</b>	Means a discrete instance of a networked computer running a specific operating system at the Designated Installation Location on which End User Customer has installed and/or runs the Products. A Server may be a physical machine or a virtual machine. Except as otherwise expressly provided in the Agreement, each machine, whether physical or virtual, requires its own Server License, regardless of the machine's function, such function which may include, but shall not be limited to, production, pre-production, test, quality assurance, development, failover, backup or disaster recovery, high or continuous availability, etc. If End User Customer permanently uninstalls the Products from a given machine, End User Customer may reassign that Server License to another machine at the Designated Installation Location(s), but no more frequently than once every 30 days.
<b>Session</b>	Means a logical connection between the Products' Repository and an end-user interface/ batch process/ programmatic interface/ etc. End User Customer is required to i) record all Session activity in the log files maintained by the Products and ii) store each log file for a minimum of twelve months after its creation date. Only those connections related to archive retrieval shall be considered a Session for License counting purposes; for

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example, connections created by index or topic searches shall not be counted against End User Customer's License entitlement. The duration of each Session shall be defined as the period of time between the opening of a unique archive through the end of the Session timeout period—such timeout period being configurable by End User Customer within the Products. If a single end user/ batch process/ programmatic interface/ etc. establishes multiple connections to multiple archives, each connection is counted as a separate Session. The peak Session count required to be licensed is the highest total number of open connections in any given minute.

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**UOM**

Means "Unit of Measure" and is the basis for how certain mainframe Products are licensed. A UOM may be by named user, concurrent user, MIPS (Millions of Instructions per Second), MSU (Millions of Service Units per Hour) or other such restrictions on the use of licensed Products.

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**Use or utilization of a Product**

Means (i) downloading, installing, or copying—including, without limitation, by replication—any portion of the Product—including, without limitation, updates, patches, fixes, etc.—onto any computer, storage media, or electronic device (ii) creating, processing, or modifying any form of code, data, information, or workload with the Product, (iii) accessing the Product in any way even if indirectly or remotely through another application, interface, portal, or any other technology, (iv) obtaining from Rocket or applying License keys for the Product, (v) accessing Rocket Support Services related to the Product, or (vi) managing or maintaining the Product on the designated equipment.

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## Specific definitions for the Rocket Content Automation Products:

<b>Bundle</b>	Means the set of capabilities and included consumption allocations, i.e., number of named users, amount of storage, etc., provided by Rocket to End User Customer in the Rocket Content Automation environment.
<b>Copy</b>	Means a true reproduction of the Rocket Content Automation Studio™ Product.
<b>Instance</b>	Means a copy of the Product that is executed/run on the End User Customer's infrastructure, i.e., server/desktop/laptop, or virtual machine.
<b>Named External User</b>	Means the single, individual user that is authorized to access the Product and assigned a unique authentication identifier, unique to such user, that belongs to the primary domain of the End User Customer.
<b>Rule Set Evaluation</b>	Means part of an application implemented using Rocket Content Automation and is a collection of business rules that represent business logic in a specific business domain. These rule sets are executed as activities in business processes.

## Products Specific Terms

### Operational Analysis

End User Customer agrees to collaborate with Rocket in an Operational Analysis at Rocket's request, not more than annually for the duration of the Agreement, and a minimum of at least one time six (6) months in advance of the expiration of any Subscription/Term License granted in the Order Form. The Operational Analysis will be conducted by a Rocket Field Engineer, free of charge, at End User Customer's location(s), at a day(s)/ time(s) mutually agreed upon by both parties. The Operational Analysis shall include but may not be limited to i) running a Rocket-provided query(ies) that reports utilization metrics that will highlight what is in the system, who is using it, and how performance may be improved, ii) interactive dialogue with End User Customer's authorized users, and iii) a detailed report from Rocket summarizing results of i and ii along with recommendations for improvement and implementation of best practices.

### Proprietary format

Certain Products include, among other copyrighted intellectual property, proprietary file formats—e.g., the Document Archive File ("**DAF**") format included with Rocket's content management software. End User Customer may only access data/information/files stored in these proprietary formats via a valid License for the Products itself. Accessing data/information/files stored in these proprietary formats via any other method, or allowing another party to do so, is strictly prohibited. For avoidance of doubt, End User Customer may only convert data stored in a Rocket proprietary format using the Products itself. End User Customer shall have no limit of liability under the Agreement related to violating this restriction.

## License Options:

The following License Options are the types of licenses available for the Products governed by this ALA. The applicable License Option for a License shall be as set forth in an Order Form. The definitions below shall apply by default to the relevant License Option(s), whether or not such definitions are included in an Order Form and unless different definitions are agreed in writing between Rocket and End User Customer.

### Perpetual License

A **“Perpetual License”** is a License whose term is perpetual, meaning that the duration is indefinite for so long as the Agreement is in force. Except as otherwise stated and until such time that End User Customer advises Rocket that End User Customer no longer uses the Products, and provided that End User Customer is up to date with the payment of any fees due in accordance with the Agreement, Rocket shall make License keys or passwords available to End User Customer for so long as the Agreement remains in force. If a License key expires, Rocket will make available a renewal License key approximately one month before the expiration of a current License key. It is End User Customer’s responsibility to update Rocket with any changes to the designated contact for receipt of License keys. After the first Support Services term, and provided all fees due under the Agreement, including, without limitation, any applicable License upgrade fees, are paid in full, End User Customer may elect to cancel Support Services and retain the right to use the Products in accordance with the terms and conditions of the Agreement, subject to section entitled “All-or-none Support Services”. If End User Customer elects to cancel Support Services, End User Customer shall notify Rocket in writing at least 90 days prior to the renewal date, and End User Customer (i) shall not be entitled to a refund of any fees which are due and payable under the Agreement or which have been paid, and (ii) shall not be entitled to receive any rights provided for in the Agreement related to Support Services, including, without limitation, customer support desk, error corrections, enhancements, improvements and updates. Should End User Customer fail to provide the aforementioned notice, the annual Support Services fee shall be due and payable by End User Customer to Rocket. End User Customer may elect to reinstate Support Services by paying all Support Services fees that would have been due had End User Customer not canceled the Support Services, in addition to the Support Services fee for the then-current Support Services period, plus a reinstatement fee.

### Subscription License

A **“Subscription License”** is a License whose term is set for a specific period of time as set forth on an Order Form (**“Subscription Period”**). Once the Subscription Period expires, End User Customer has no further rights to use the Products. Subscription Licenses include Support Services as part of the Subscription License fee.

### Term License (only for existing Term Licenses)

A **“Term License”** is a License whose term is set for a specific period of time as set forth on an Order Form

("Term"). Once the Term expires, End User Customer has no further rights to use the Products. For a Term License, the License fees and the Support Services fees are invoiced separately. License fees are paid at the beginning of the License Term and Support Services fees are paid annually.

Please note that Rocket does not offer new Term Licenses; however, End User Customers may have existing Term Licenses.

## Additional License Options

The following additional License Options may also apply to one of the License Options above if set forth on an Order Form:

### **Business continuity ("BC") licensing:**

For all BC Licenses, the following definition applies:

A Disaster Event is defined as both (i) unplanned by End User Customer and (ii) outside of End User Customer's control—e.g., act of God, act of war, riot, epidemic, fire, natural disaster, act of government, strike or lockout, or a failure of communication line or power supply. Any failure resulting from operation of the Designated Equipment does not constitute a Disaster Event.

Unless End User Customer is purchasing a paid BC License, the following terms shall apply for all Licenses:

End User Customer may make a reasonable number of non-executable backup copies of the Products to a storage location(s) from which said backup copies could never be run, (e.g., a tape backup). A backup copy may permanently replace the original copy of the Products provided that such original copy is permanently unusable due to damage, destruction, or a Disaster Event; in such a case, use of a backup copy would be governed by the same terms and conditions set forth in the Agreement that apply to the Products. For the duration of the Agreement, End User Customer is also authorized to use the Products on disaster recovery equipment at a disaster recovery location at such time that the End User Customer's production equipment becomes temporarily inoperable due to a Disaster Event and until operable status is restored to the production equipment. End User Customer may only install—including, without limitation, via a manual process, an automated copying routine, replication, or mirroring—the Products on the disaster recovery equipment after a Disaster Event has occurred that renders the production equipment inoperable, and must completely de-install the Products from the disaster recovery equipment once the production equipment is restored to operation. For purposes of clarity, replication and mirroring shall be deemed installation hereunder. End User Customer may not use the Products for any disaster recovery testing. Upon request from End User Customer, Rocket shall provide temporary License keys for the Products to run on the disaster recovery equipment only at the time of a Disaster Event. All rights and limitations apply to use of the Products during disaster recovery processing.

If End User Customer is purchasing a BC Level 1 License, the following terms shall apply:

BC Level 1: End User Customer is authorized to install the BC Products on the BC equipment and at the BC location set forth on an Order Form, subject to the License type and quantity limitations specified in such Order Form—which must align with the License capacity intended to be used during BC testing. Rocket shall provide a one-year License key for the BC Products to run on the BC Equipment as of the effective date of the Order Form and provide annual renewal License keys for the duration of the Agreement. End User Customer may use the BC Products for production purposes at such time that the production equipment becomes temporarily inoperable due to a Disaster Event and until operable status is restored to the production equipment. End User Customer may replicate data—inclusive of the Products—from the production equipment to the BC Equipment. End User Customer may use the BC Products for a total of 30 days per annum in order to conduct BC testing of the BC Equipment, provided that (i) End User Customer provides Rocket with prior written notice of such testing, (ii) no production workload(s) is run on the BC Equipment during said testing, and (iii) End User Customer supplies Rocket with annual Capacity Utilization Reporting—or such equivalent usage reporting for non-mainframe products—for the BC Equipment; End User Customer expressly agrees that it shall neither apply nor benefit from the functionality of the BC Products under such testing, except in the case of a Disaster Event. All testing beyond BC testing requires a separate License to be purchased from Rocket. The cost of License entitlement increases for the BC Products shall be calculated in the same manner as the corresponding Products, but with applicable Level 1 discounts.

If End User Customer is purchasing a BC Level 2 License, the following terms shall apply:

BC Level 2: End User Customer is authorized to install the BC Products on the BC Equipment and at the BC location set forth on an Order Form, subject to the License type and quantity limitations specified in such Order Form—which must align with the License capacity intended to be used during BC testing. Rocket shall provide License keys for the BC Products. End User Customer may use the BC Products for production purposes at such time that End User Customer's production equipment becomes temporarily inoperable for any reason and until operable status is restored to the production equipment. Not more frequently than every 30 days, End User Customer may swap the production workload(s) between the production equipment and BC Equipment provided that i) End User Customer provides Rocket with prior written notice and ii) there is no overlapping period where production workload(s) is run on both machines simultaneously. End User Customer may replicate data—inclusive of the Products—from the production equipment to the BC Equipment at any frequency desired. End User Customer may use the BC Product(s) without time limitations in order to conduct BC testing of the BC Equipment, provided that End User Customer provides Rocket with annual Capacity Utilization Reporting—or such equivalent usage reporting for non-mainframe products—for the BC Equipment. All testing beyond BC testing requires a separate License to be purchased from Rocket. The cost of License entitlement increases for the BC Products shall be calculated in the same manner as the corresponding Products, but with applicable Level 2 discounts.

### **Third party access licensing:**

If End User Customer is purchasing third party access licensing, the following shall apply:

End User Customer shall not authorize access of the Products to third parties unless End User Customer has

obtained the right to do so in an Order Form.

The third party(ies) for which End User Customer is purchasing third party access licensing, and which are named on an Order Form (including, without limitation, to technology partners, contractors or other entities requiring access to the Products, collectively the **“Third Party(ies)”**), may access and use the Products for the sole benefit of End User Customer and must otherwise comply with the Agreement between Rocket and End User Customer.

Third party access licensing is subject to the payment of the applicable fees in the Order Form and the following requirements: (i) use of the Products by the Third Party(ies) must be for the exclusive benefit of End User Customer; (ii) the combined utilization of the Products by End User Customer and Third Party(ies) does not exceed the License quantity limits set forth in the Order Form; (iii) while the Third Party(ies)' employees may remotely access the Products, the Products may only be installed on the designated equipment at the designated installation location(s) and are subject to all License restrictions applicable to the Products; (iv) End User Customer assumes exclusive and full responsibility for the Third Party(ies)' compliance with the terms of the Agreement; and (v) End User Customer must have a written agreement with the Third Party(ies) that includes confidentiality protections at least as restrictive as those found in the Agreement. End User Customer agrees to indemnify and hold Rocket harmless from any and all claims, liabilities, damages, costs, expenses, including, without limitation, to reasonable attorney fees, arising out of or related to the Third Party(ies)' use of the Products. Changes to the list of the authorized Third Party(ies) may not be made except by a mutually agreed, written amendment to the Order Form executed by both End User Customer and Rocket.

### **One-time divestiture support:**

If End User Customer is purchasing one-time divestiture support, the following shall apply:

Subject to the payment of the applicable fees in the Order Form, End User Customer may use the Products on End User Customer's designated equipment and at End User Customer's designated location(s) for the benefit of the divested business(es) during the period mentioned on the applicable Order Form (the **“Divestiture Support Period”**). End User Customer may allow the acquirer of the divested business(es) (the **“Acquirer”**) to access the Products running on End User Customer's designated equipment at End User Customer's designated location(s), but only during the Divestiture Support Period. End User Customer may not allow, however, Acquirer's third parties—e.g., service providers, customers, agents, etc.—to access the Products.

This one-time divestiture support is subject to the following conditions: (i) Customer assumes full and sole responsibility for Acquirer's compliance with the Agreement between Rocket and End User Customer, (ii) End User Customer has entered into a confidentiality agreement with the Acquirer that is at least as restrictive as the protections in the Agreement, (iii) all other restrictions in the Agreement—including, without limitation, to the Licensed quantities/capacities—are unchanged by the Order Form, (iv) there is no change to Rocket's Support Services obligations or End User Customer's Support Services benefits, and (v) personnel associated with the Divested Business(es) and/ or the Acquirer may only submit Support Services requests to Rocket via End User Customer's employees and only during the Divestiture Support Period.

Should Acquirer wish to use the Products and receive the associated Support Services independently of End User

Customer during and/or after the Divestiture Support Period, Acquirer shall purchase a separate License from Rocket and sign a new License and Maintenance agreement with Rocket.

## Additional License Terms

The following additional License terms shall apply to the Products governed by this ALA, depending on whether they are mainframe or non-mainframe Products:

### **Non-mainframe products License entitlement increases:**

The following applies when End User Customer is licensing non-mainframe products on a perpetual basis:

End User Customer shall provide Rocket with prior written notice of any actual or intended increase in the quantity/number of the Licenses for any of the above Products beyond End User Customer's current License entitlement. End User Customer shall then license and pay for the increase in License count ("**Additional Perpetual License Fee**"). Please note that for Products sold on the basis of Sessions, increases in Session License counts are sold in minimum increments of 100. The Additional Perpetual License Fee shall be payable at the time of increase. Further, when End User Customer increases its License count, the additional annualized Support Services fee ("**Additional Support Services Fee**") shall be calculated as 20% of the Additional Perpetual License Fee. The Additional Support Services Fee shall be payable at the time of increase (prorated from the effective date of the increase to the end of the applicable Support Services term) and the sum of the Additional Support Services Fee and the original Support Services fee shall be due for each period thereafter for which the End User Customer elects to renew Support Services.

The following applies when End User Customer is licensing non-mainframe products on a subscription basis:

End User Customer shall provide Rocket with prior written notice of any actual or intended increase in the quantity/number of the Licenses for any of the above Products beyond its current License entitlement. End User Customer shall then license and pay for the increase in License count ("**Additional Subscription Fee**"). Please note that for Products sold on the basis of Sessions, increases in Session License counts are sold in minimum increments of 100. The Additional Subscription Fee shall be payable at the time of the increase, prorated through the end of the current subscription period, and shall be due for each subscription period thereafter for which the End User Customer elects to renew the Subscription License.

The following applies when End User Customer has licensed non-mainframe products on a term basis:

End User Customer shall provide Rocket with prior written notice of any actual or intended increase in the quantity/number of the Licenses for any of the above Products beyond End User Customer's current License entitlement. End User Customer shall then license and pay for the increase in License count ("**Additional Term License Fee**"). Please note that for Products sold on the basis of Sessions, increases in Session License counts are sold in minimum increments of 100. The Additional Term License Fee shall be payable at the time of increase. Further, when End User Customer increases its License count, the additional annualized Support Services fee ("**Additional Support Services Fee**") shall be calculated as 20% of the Additional Term License Fee. The Additional Support Services Fee shall be payable at the time of increase (prorated from the effective

date of the increase to the end of the applicable Support Services term) and the sum of the Additional Support Services Fee and the original Support Services fee shall be due for each Support Services term thereafter for which the End User Customer elects to renew Support Services during the Term of the License.

### **Mainframe Products capacity licensing and verification of capacity:**

The following applies when End User Customer is licensing mainframe Products for which the UOM is MIPS/MSU/Group/Site Total Capacity:

End User Customer may use the Products on the number of Central Processor Complex (“**CPC**”, sometimes referred to as a “**CPU**”) set forth on an Order Form and at the location specified on such Order Form provided that the combined total capacity of the CPC(s)—as rated by Gartner—where the Products are installed, may be run, and/or that benefit from the operation of the Products must never exceed the mainframe capacity License entitlement set forth on the Order Form under “UOM” at any time, for any length of time, and/or for any reason.

The following applies when End User Customer is licensing mainframe Products on a hard-cap sub-capacity LPAR basis:

End User Customer may install the Products on one or more mainframe logical partitions (“**LPAR**”), on the number of CPCs set forth on an Order Form and at the location specified on such Order Form provided that the combined capacity of all LPARs on which the licensed Products are installed, are run, and/ or that benefit from the operation of the Products must never exceed the mainframe capacity License entitlement set forth on the Order Form under “UOM” at any time, for any length of time, and/ or for any reason. Peak capacity of the LPAR(s) shall be measured on a synchronous basis via the Resource Management Facility (“**RMF**”) Partition Data Reports—which shall be based on the shortest interval possible, but in no case longer than 15 minutes. For the avoidance of doubt, peak capacity utilization is not measured on a rolling-average basis.

The following applies when End User Customer is licensing mainframe Products on a soft-cap or group cap sub-capacity LPAR basis, measured by 4HRA:

End User Customer may install the Products on one or more mainframe logical partitions (“**LPAR**”) on the number of CPCs set forth on an Order Form and at the location specified on such Order Form provided that the combined capacity of all LPARs on which the Products are installed, are run, and/ or that benefit from the operation of the Products must never exceed the mainframe capacity License entitlement set forth on the Order Form under “Unit of Measure”, on a four-hour-rolling-average (“**4HRA**”) basis, at any time, for any length of time, and/or for any reason. Peak capacity of the LPAR(s) shall be measured on an asynchronous basis via the Sub-Capacity Reporting Tool (“**SCRT**”) Reports, utilizing the DETAIL LPAR DATA SECTION (N5) or equivalent.

The following capacity verification provisions apply to all mainframe Licenses:

At Rocket’s request, End User Customer shall provide Rocket with data to verify peak capacity utilization including, without limitation, the following (collectively, the “**Capacity Utilization Reporting**”):

- model number, capacity setting, and serial number of each CPC on which the Products is installed, may be run, and/ or that benefit from the use of the Products—including, without limitation, any CPCs in a

Sysplex, configured for capacity on demand, and/ or available for Capacity Back-up (“**CBU**”) and business continuity.

- the name of every LPAR where the Products is installed, may be run, and/ or that benefit from the operation of the Products.
- RMF reports—or equivalent if IBM changes the mainframe reporting tools in the future—for the prior 12 months for each CPC run with the following parameters:
  - Interval values set to no longer than 15 minutes.
  - Based upon SMF record type 70.
  - RMF report sections: RMF Summary Report, CPC Activity, Partition Data Report, LPAR Cluster Report, and Group Capacity Report.
  - Output file format: Text from the z/OS system placed directly into a .txt file. It is necessary to retain the ASA Characters in the report(s). It is not permitted to copy the output/ report(s) into any other file format prior to returning the information to Rocket.
- the prior 12 months of Sub-Capacity Reporting Tool (“**SCRT**”) Multiplexing Reports—or equivalent if IBM changes the mainframe reporting tools in the future—with the following parameters:
  - The SCRT report must be prepared by:
    - Specifying the Country Multiplex Pricing SPECIAL control statement to request that SCRT creates the SCRT Multiplex report.
    - In addition, the “Generate Detailed Data” parameter must be specified in order to generate the W3 “Detailed Interval Data section” of the SCRT Multiplex report.
  - The SCRT must contain all relevant sections, including, without limitation, to B5, G5, H4, H6, N5, P5, U5, and W3.

If needed, the following formula shall be used to convert MSU values from the Capacity Utilization Reporting into MIPS values:

$$[\text{Gartner's rating of the total MIPS capacity of the subject CPC}] \div [\text{IBM's rating of the total MSU capacity of the subject CPC}] \times [\text{reported MSU capacity or utilization}] = [\text{reported MIPS capacity or utilization}]$$

Should End User Customer (i) exceed or intend to exceed the mainframe capacity License entitlement specified on an Order Form and/or (ii) convert or intend to convert the mainframe capacity License type specified on an Order Form, End User Customer shall provide Rocket with prior written notice of such excess/ conversion and End User Customer shall pay a Rocket’s then-current list price for the additional capacity (the “**License Upgrade Fee**”). For purposes of this paragraph only, “conversion” refers to End User Customer’s change of capacity licensing metric, e.g., from a License measured on the basis of CPC total capacity to a License measured on the basis of LPAR capacity utilization. The License Upgrade Fee in a License conversion transaction, but not in a License upgrade transaction, is subject to a minimum charge of 10% of Rocket’s then-current list price (with no

discounts applied) for the previous entitlement. The License Upgrade Fee shall be payable at the time of upgrade/ conversion for Perpetual Licenses or prorated from the effective date of upgrade/conversion to the end of the Term for Subscription Licenses. Should End User Customer upgrade/convert its entitlement on a Perpetual License, the additional Support Services fee ("**Additional Annual Support Services Fee**") shall be calculated as 20% of the License Upgrade Fee. The Additional Annual Support Services Fee shall be payable at the time of upgrade/conversion (prorated from the effective date of the upgrade/ conversion to the end of the applicable annual Support Services period) and the sum of the Additional Annual Support Services Fee and the original Annual Support Services fee shall be due for each annual Support Services period thereafter.

The following applies when End User Customer is purchasing capacity on demand License rights:

If End User Customer requires additional capacity on demand ("CoD") for the Products for a period of 90 days or less per annum, End User Customer may license said additional capacity at a rate to be quoted by Rocket for each individual Product per day of usage at the higher capacity (the "**CoD Fee**"). This CoD Fee covers both the incremental License and Support Services fees per individual Product per day. Rocket shall provide End User Customer with a more flexible License key that allows End User Customer to vary the capacity setting of its equipment without the need to apply new passwords. Within ten business days after the end of each calendar month during the Term, End User Customer shall proactively notify Rocket of the Capacity Utilization Reporting for the prior month; failure to notify Rocket of the Capacity Utilization Reporting for a given month shall result in an automatic forfeiture of this capacity on demand option for the subsequent six month period. If the Capacity Utilization Reporting identifies usage in excess of the capacity limits set forth on an Order Form, End User Customer shall pay Rocket for the excess capacity.

## Other Terms

The Products may include generative AI (“**GenAI**”)-based systems that are either provided by Rocket Software or procured by End User Customer and configured to work with the Products. End User Customer must use and interact with any third party GenAI model incorporated into the Products responsibly and lawfully. In particular, the Products include Rocket® Content Explorer Smart Chat (“**Rocket® Smart Chat**”) a GenAI-based conversational interface that can assist users in finding, collating, summarizing and understanding large volumes of documents within the Rocket® Content Modernization portfolio. Rocket Smart Chat uses documents in Rocket Content Explorer and the generic topical knowledge of End User Customer’s configured third-party artificial intelligence model. End User Customers will be notified of the inclusion of GenAI in a Product and will be given the opportunity to reject its use.

Some versions of the software uses GenAI technology from OpenAI that has been configured by End User Customer. OpenAI is a third party and is not associated with Rocket Software and Rocket Software makes no representation or warranty with respect to their offerings. Any use of OpenAI’s technology must be done in accordance with their terms of service (currently located at <https://openai.com/policies/business-terms/>) prior to using Rocket Smart Chat. Rocket may add additional third-party artificial intelligence model configuration options from time to time and End User Customer is responsible for procuring an appropriate license or right to use any such additional models.

All use of the GenAI aspects of the Products must be in accordance with the following licensing terms and usage conditions:

### Using GenAI Content

End User Customer agrees that it will use the GenAI aspects of the Products for End User Customer’s legitimate business purposes and not use or allow the GenAI aspects of the Products to be used for any dangerous, illegal, or malicious activities or content, including, without limitation:

- abusive or illegal content (including, without limitation, text, images, video, audio, or code) or data, or content or data that is false, misleading, disparaging, or violates the rights of others;
- legal, medical, financial, or other kinds of professional advice, including, without limitation, any opinions, judgments, or recommendations;
- fully automated decision making in connection with use cases involving critical processes or the risk of loss of life, property or impact on an individual’s legal rights;
- in a way that impersonates another for deceptive purposes or conceals the fact a user is interacting with artificial intelligence;
- in a way that attempts to override or circumvent safety filters or intentionally drive the model to act in a manner that contravenes these terms; or
- to make automated decisions in domains that affect material or individual rights or well-being (e.g., finance, legal, employment, healthcare, housing, insurance, and social welfare).

## Inputs and Outputs

*Input.* End User Customer is solely responsible for Input. Rocket may automatically block Input, in its sole discretion, if Rocket believes Input violates this Agreement. End User Customer owns all Input unless it incorporates Rocket-owned data or intellectual property. **“Input”** means any applicable content or information input or imported to the GenAI aspects of the Products by End User Customer, including, without limitation, to an audio file, video file, document, code, data, image, text, or a combination of the foregoing.

*Output.* End User Customer is solely responsible for the use of Output and for ensuring such use of Output complies with these terms and applicable laws and regulations. Output may sometimes be inaccurate, misleading, or include material that may belong to others. Rocket may use third-party technologies, vendors, or processes to screen for and block Output that may violate applicable law or regulation, the rights of a third party, or the Agreement, before Output is provided to End User Customer. Output is owned by Rocket unless this ALA or other agreement between the parties specifies otherwise. To the extent any End User Customer-owned data is incorporated into the Output, the End User Customer-owned data remains owned by End User Customer and is licensed to Rocket for use as set forth herein with respect to Permitted Use of Output. In some cases, Output may not be protectable by intellectual property rights. **“Output”** means any applicable output provided to End User Customer that is generated by the GenAI aspects of the Products based on Input, including, without limitation, 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.

## Warranties; Disclaimer

Rocket disclaims all warranties, express or implied, regarding any AI models (including, without limitation, any AI model configured or selected by End User Customer) and any Output, including, without limitation, any implied warranties that Output will not violate the rights of a third party or any applicable law or regulation. End User Customer will not, and will not allow third parties under End User Customer’s control to, use the GenAI aspects of the Products or Output to directly or indirectly create, build, develop, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including, without limitation, any architectures, models, or weights. If applicable, when selecting an AI model, End User Customer acknowledges and agrees that it is solely responsible for selecting, configuring and managing that AI model and any associated risks as well as for any Input that End User Customer provides.

## Permitted Use

Rocket and its affiliates may process, use, copy, transmit, aggregate, model, index, store, and display Input and Output (i) to perform its obligations under the Agreement, including, without limitation, support and operation of the GenAI aspects of the Products and Services; and (ii) for product improvement, customization, development, or research.

## **Data Protection**

End User Customer must protect any personal or confidential information generated or used by GenAI tools in accordance with its data protection policies and relevant laws and regulations. End User Customer should not use the GenAI aspects of the Products 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.

# Support Services

## **Rocket Software Support Handbook:**

Rocket will provide the Support Services (sometimes also referred to as “maintenance”) purchased by End User Customer or included in a Subscription License, according to Rocket’s current standard policies and procedures included in the Rocket Software Support Handbook, as revised from time to time and located at this link:

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

## **All-or-none Support Services**

The following applies for Support Services renewals of Perpetual Licenses:

In the event of perpetual licenses and unless otherwise agreed, End User Customer shall not renew Support Services for less than its licensed quantity(ies) of the same Products. Should End User Customer initially contract with Rocket for Support Services as part of an offering for the Products that enabled End User Customer to take advantage of reduced Support Services rates/costs, End User Customer must renew Support Services on at least all Licenses on the original Order Form in order to retain the discounted price levels.

## **Central Support Services Location:**

Should End User Customer purchase Licenses for multiple designated locations in an Order Form, all Support Services, including, without limitation, changes, updates, new releases and modifications shall be provided by Rocket to End User Customer only in reference to End User Customer’s Central Support Services Location mentioned in the Order Form. This location will be responsible for overseeing the receipt of the Products, Support Services requests, documentation, distribution, etc. of the Products for all licensed locations. For the avoidance of doubt, End User Customer’s employees may contact Rocket from any of the licensed locations, provided they reference the End User Customer’s Central Support Services Location.

## Reference

Rocket may ask End User Customer to serve as a reference for the Products at times and conditions to be mutually agreed upon. Such references may, as mutually agreed upon, include activities such as (i) reference calls with or hosting of a site visit with mutually acceptable prospects; (ii) a published “news release” announcing the successful partnership with Rocket no later than 60 days from the effective date of the Order Form; (iii) mention of End User Customer or End User Customer’s logo on Rocket’s website; (iv) the completion of a “case study”; or (v) sharing End User Customer’s “success story” which may include speaking at Rocket events. Both parties will agree to the content and timing of any announcement focused on their relationship prior to distribution.

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

Latest version of software licensing documents

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