

Restricted Use License Agreement

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This Restricted Use License Agreement ("Agreement") is by and between Rocket Software, Inc., or one of its affiliates ("Rocket"), and the end user customer ("End User Customer"). This Agreement is effective as of the earlier of (i) the date End User Customer accepts these terms electronically or (ii) the date Rocket first provides access to the applicable Product ("Effective Date"). This Agreement governs Rocket's grant of a restricted use license for the Products. Where an applicable Additional License Authorization ("ALA") has been issued for the applicable Product (available at <https://www.rocketsoftware.com/en-us/legal/agreements> or upon request), such ALA is incorporated herein by reference. In the event of any conflict between this Agreement and an ALA, this Agreement controls to the extent it imposes greater restrictions on End User Customer's Use of the Products; the ALA applies only to the extent it is consistent with or more restrictive than this Agreement. Additional capitalized terms not defined inline are set forth in Section 9.

1. RESTRICTED USE LICENSE

A. License Grant. Rocket grants End User Customer a personal, revocable, non-exclusive, non-transferable, non-sublicensable license to Use the Products solely for the restricted purposes specified in this Agreement and, where applicable, the ALA ("Restricted Use License"), subject to any Measured License set forth therein. All Products are deemed accepted upon Delivery.

B. Permitted Restricted Uses. The ALA or Ordering Document may specify the type of Restricted Use License, which may include:

- (i) Evaluation - Use at End User Customer's premises for internal evaluation to support a purchase decision;
- (ii) Trial - online or hosted access for a limited period to support a purchase decision;
- (iii) Beta - Use of a pre-release Product for testing;
- (iv) Demonstration - Use of the Product with generic, non-proprietary data solely to demonstrate Product functionality; or
- (v) Freemium - limited-functionality Use.

Where no ALA or Ordering Document specifies the type of Restricted Use License, Use is limited to internal, non-commercial, non-production purposes only.

C. Restrictions. End User Customer shall not: (i) Use the Products outside the scope of the Restricted Use License or, for the avoidance of doubt, for any production, commercial, or revenue-generating purpose, development, distribution, benchmarking, or competitive analysis purposes; (ii) copy, transfer, sublicense, assign, distribute, or otherwise make the Products available to any party other than End User Customer's own employees engaged in the Restricted Use; (iii) Use the Products outside the country in which the Products were first made available to End User Customer; (iv) translate, modify, or create derivative works of the Products or Documentation; (v) reverse engineer, decompile, or disassemble the Products, except as required by law; (vi) exceed the Restricted Use Period or any Measured License; (vii) alter any copyright or other intellectual property notices; or (viii) infringe or misappropriate Rocket's or its licensors' Intellectual Property.

D. Term; Termination. The Restricted Use Period is specified in the applicable ALA or Ordering Document or, if not specified: (i) 30 days from the date the Product is made available for download for standard evaluations; or (ii) 90 days from the date of availability for pre-release or beta versions. Rocket may extend the Restricted Use Period in its sole discretion upon notice to End User Customer. Rocket may terminate this Agreement or any Restricted Use License immediately at any time. Upon expiration or termination, End User Customer shall immediately cease all Use of the Products, uninstall and destroy all copies, and upon request provide written certification of compliance within 30 days.

E. No Support or Maintenance. Rocket has no obligation to provide support, maintenance, updates, or other services for Products under a Restricted Use License. Rocket may alter features, specifications, or other characteristics of Products at any time without notice and is not obligated to release a final version.

2. INTELLECTUAL PROPERTY OWNERSHIP

Rocket, its affiliates, and licensors own and retain all right, title, and interest in and to all Intellectual Property in the Products, Documentation, and all derivative works thereof, including AI models, training data, and algorithms. End User Customer's only rights in the Products are the express Restricted Use License set forth in this Agreement. To the extent any right, title, or interest in Rocket's Intellectual Property does not automatically vest in Rocket by operation of law, End

User Customer irrevocably assigns all such right, title, and interest to Rocket. Third Party Software incorporated into the Products is governed by its respective license terms. Rocket may use feedback provided by End User Customer to improve its Products or Services, provided such information does not identify End User Customer or its users.

3. CONFIDENTIALITY

The Products, Documentation, and all information Rocket provides to End User Customer under this Agreement are Rocket's Confidential Information. End User Customer shall use Confidential Information solely as permitted by this Agreement, and shall take commercially reasonable steps to protect it, using no less than the measures it uses to protect its own confidential information. End User Customer shall promptly notify Rocket of any unauthorized use or disclosure. End User Customer may disclose Confidential Information only to its employees who need to know such information for the Restricted Use and who are bound by written confidentiality obligations no less restrictive than these terms. Confidential Information does not include information that: (i) is or becomes publicly available without breach of this Agreement; (ii) was in End User Customer's possession prior to disclosure without restriction; or (iii) was independently developed by End User Customer without reference to the Confidential Information. Upon termination or expiration in accordance with section 1 D. Term; Termination, End User Customer shall promptly return or destroy all Confidential Information and, upon request, certify such destruction in writing.

4. DATA AND PRIVACY

End User Customer is solely responsible for the accuracy, quality, legality, and security of End User Customer Data. End User Customer should use generic, non-proprietary data or sanitized data for Restricted Use purposes and shall refrain from using or processing any personal data or personally identifiable information ("PII") in connection with the Products and Restricted Use purposes. End User Customer must not submit any PII to Rocket except for obtaining the Products and download instructions from Rocket. End User Customer uses End User Customer Data at its own risk, and Rocket is not responsible or liable for the transmission, handling, storage, or loss of End User Customer Data. Rocket may delete End User Customer Data at any time without notice. Each party shall comply with all applicable data privacy laws and regulations. Personal Data shared between the parties shall be handled in accordance with Rocket's Global Data Protection and Privacy Notice, available at <https://www.rocketsoftware.com/en-us/legal/agreements>.

5. AI AND THIRD-PARTY SOFTWARE

If the Products incorporate artificial intelligence ("AI") features, End User Customer acknowledges that: (i) End User Customer is solely responsible for its interactions with and reliance on AI Outputs; (ii) AI Outputs may be inaccurate, misleading, or include material that may not be protectable by intellectual property rights; (iii) End User Customer shall Use the Products in compliance with applicable law and not for automated or semi-automated decision-making or testing our Products therefor nor generate or process PII for such purposes affecting humans, and (iv) End User Customer will Use the Products in a manner that ensures fairness, transparency, and human operator intervention. End User Customer grants Rocket a royalty-free, worldwide, perpetual license to retain, use, and incorporate End User Customer Data and any AI Outputs generated in connection with End User Customer's Use of the Products for the purposes of training AI models, improving algorithms, and developing or enhancing Rocket's products and services. Third Party Software incorporated in the Products is governed by its respective license terms. Information about Third Party Software may be found in Documentation, a file accompanying the Product, or the applicable ALA.

6. WARRANTY DISCLAIMER

PRODUCTS PROVIDED UNDER A RESTRICTED USE LICENSE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. ROCKET, ITS AFFILIATES, AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT: (I) THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, OR DATA; (II) AI OUTPUTS OR OTHER RESULTS WILL BE ACCURATE OR RELIABLE; (III) ERRORS OR DEFECTS WILL BE CORRECTED; OR (IV) THE PRODUCTS ARE FREE OF VIRUSES OR MALICIOUS CODE. END USER CUSTOMER'S SOLE REMEDY IS TO DISCONTINUE USE OF THE PRODUCTS.

7. LIMITATION OF LIABILITY

ROCKET, ITS AFFILIATES, AND LICENSORS WILL NOT BE LIABLE FOR: (I) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, AGGRAVATED, EXEMPLARY, OR INCIDENTAL DAMAGES; OR (II) ANY INTERRUPTION OF

BUSINESS OR OPERATIONS, LOSS OR CORRUPTION OF DATA, LOSS OF PROFITS OR REVENUE, COST OF COVER, GOODWILL, OR FAILURE OF A REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE.

EXCEPT FOR DEATH OR BODILY INJURY, TANGIBLE PROPERTY DAMAGE, WILLFUL MISCONDUCT, OR FRAUD, AND SOLELY TO THE EXTENT CAUSED BY ROCKET, ROCKET'S TOTAL LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY END USER CUSTOMER TO ROCKET FOR THE PRODUCT GIVING RISE TO THE CLAIM IN THE 12 MONTHS PRECEDING THE CLAIM. WHERE NO FEES WERE PAID, ROCKET'S LIABILITY IS LIMITED TO ONE HUNDRED DOLLARS (USD \$100.00).

THESE LIMITATIONS APPLY REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, WHETHER OR NOT ROCKET WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ROCKET WILL NOT BE LIABLE FOR ANY CLAIM BROUGHT MORE THAN 12 MONTHS AFTER END USER CUSTOMER BECAME AWARE OF THE ISSUE GIVING RISE TO THE CLAIM.

8. MISCELLANEOUS

A. Modification. Rocket may modify this Agreement at any time by updating the terms at the applicable URL. End User Customer's continued Use of the Products following any modification constitutes acceptance of the updated terms. End User Customer may not modify this Agreement without Rocket's prior written consent.

B. No Assignment. End User Customer may not assign this Agreement or any of its rights or obligations hereunder without Rocket's prior written consent. Any purported assignment in violation of this section is void.

C. Compliance with Laws; Export. End User Customer shall comply with all applicable U.S., foreign, and international laws and regulations, including those relating to export controls, anti-corruption, use of AI, and data privacy. End User Customer shall not export, re-export, transfer, or allow access to the Products in violation of any applicable law, including to sanctioned, embargoed, or prohibited countries, persons, or end uses ("Prohibited Uses"). End User Customer is responsible for screening for Prohibited Uses and obtaining any required authorizations, and shall indemnify Rocket for any violation of applicable export controls or sanctions laws. Rocket may terminate this Agreement immediately upon End User Customer's breach of this section.

D. Equitable Relief. End User Customer's breach of the license or confidentiality terms may cause irreparable harm to Rocket for which monetary damages would be inadequate. Rocket is entitled to seek injunctive or other equitable relief without any requirement to post bond or prove irreparable harm, in addition to all other remedies available at law or in equity.

E. Governing Law; Jurisdiction. This Agreement is governed by the laws of the Commonwealth of Massachusetts, excluding its conflict of law principles. The parties submit to the exclusive jurisdiction of the federal and state courts in Boston, Massachusetts. Each party waives the right to a jury trial. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act do not apply.

F. Survival; General. Sections 2, 3, 4, 5, 7, 8, and 9 survive termination or expiration. If any provision is held invalid or unenforceable, the remaining provisions remain in full force. Neither party is liable for delay or failure to perform due to causes beyond its reasonable control. Each party is an independent contractor. This Agreement is in English; in the event of any conflict with a translated version, the English version controls. Rocket's failure to exercise any right or remedy is not a waiver. This Agreement does not confer any benefit on any third party.

G. U.S. Government Users. Products and Documentation are "Commercial Products" as defined at 48 C.F.R. 2.101, and include "Commercial Computer Software" and "Commercial Computer Software Documentation" as used in 48 C.F.R. 12.212 and 227.7202, as applicable. U.S. Government end users are licensed to Use the Products only as Commercial Products and only with the rights granted to all other end users under this Agreement.

9. DEFINITIONS

"Additional License Authorization" or "ALA" means the additional software license terms governing the Use of a given Product, available at <https://www.rocketsoftware.com/en-us/legal/agreements> or upon request.

"AI Output(s)" means any content, data, or result generated by the Products using AI or machine learning functionality, including text, code, images, or models.

"Delivery" means Rocket has provided a Product through electronic access to End User Customer.

"Documentation" means Rocket's user manuals and training materials containing current specifications and requirements, as updated from time to time, and provided to End User Customer electronically or physically.

"Intellectual Property" means all intellectual property, including inventions, patents, copyrights, trademarks, trade secrets, know-how, moral rights, licenses, and any other intangible proprietary or property rights, registered or not.

"End User Customer Data" means data or information submitted by End User Customer in connection with its Use of the Products

"Measured License" means a license limited by time period, number and type of users, transactions, copies, seats, sessions, MIPS, MSUs, or other quantity or measure specified in the applicable ALA or Ordering Document.

"Ordering Document" means any document or mechanism by which Rocket makes the Products available to End User Customer for restricted use, including without limitation a formal order form, statement of work, product webpage, online portal, click-through or browse-wrap agreement, or other written or electronic communication issued or accepted by Rocket.

"Product(s)" means Rocket's proprietary software products made available under this Agreement for the restricted uses set forth herein, together with all related Documentation.

"Third Party Software" means open source software, AI models, and any other third-party software incorporated into the Products.

"Use" means (i) downloading, installing, or copying any portion of the Product; (ii) creating, processing, or modifying any form of code, data, or workload with the Product; (iii) accessing the Product in any way, directly or indirectly; (iv) obtaining or applying license keys for the Product; or (v) managing or maintaining the Product on designated equipment.