

ROCKET SOFTWARE
END USER LICENSE AGREEMENT

This End User License Agreement is by and between Rocket Software, Inc., or one of its Affiliates (“**Rocket**”), and the end user customer (“**End User Customer**”), and sets forth the terms and conditions under which Rocket will provide a License for the Products and provide Support Services and is dated and effective as of earlier of (i) the Order Form date and (ii) the Delivery Date (the “**Effective Date**”). End User Customer agrees that Products are licensed to End User Customer according to this End User License Agreement (“**Agreement**”) and the Additional License Authorization that is applicable to the licensed Products (“**ALA**” and, together with the Agreement, the “**EULA**”). Capitalized terms in this EULA that are used but not defined herein shall have the respective meanings set forth in Section 14 (Definitions).

1. LICENSE

1.1 Measured License.

1.1.1 Except as described in Section 1.2 (Evaluation and Testing License) or as expressly permitted in the applicable Order Form or ALA and subject to any other restriction set forth herein, Rocket hereby grants to End User Customer a personal, non-exclusive, non-transferable, non-sublicensable Measured License to Use each Product for which it purchases a License in object code form and to any related Documentation.

1.1.2 Unless otherwise set forth in the applicable Order Form or ALA, Rocket and End User Customer will agree upon the location, model, and serial number of any and all equipment on which the Products will be installed and/or Used, and such equipment and location shall not be changed without Rocket’s consent and payment of applicable Fees. End User Customer may only make one copy of the Products for archival purposes, which does not include use for failover or disaster recovery. End User Customer may purchase failover, disaster recovery and non-production Licenses from Rocket, which shall be governed by the Rocket Non-Production Licensing Guide (see <https://www.rocketsoftware.com/company/trust/agreements>). End User Customer may duplicate Documentation for internal use only, provided all proprietary markings and legends are retained.

1.1.3 Only End User Customer shall have the right to Use the Products and such Use shall be (i) solely for its own internal use and benefit and (ii) for the benefit of End User Customer’s Affiliates, and not for further distribution or commercialization.

1.1.4 Except as expressly permitted in the applicable Order Form, ALA or Documentation, End User Customer shall not, directly or indirectly:

- (i) Use the Products or Documentation except as specified herein;
- (ii) Copy, transfer, sublicense, assign, distribute or deliver Products to another company or provide or otherwise make Products available to anyone other than Users or Use the Product for the benefit of any entity other than End User Customer, unless End User Customer has obtained Rocket’s prior written consent (each an “**Expanded Usage Right**”) and paid the applicable fees for each Expanded Usage Right, including as set forth in Section 13.5 (No Assignment).
- (iii) Copy, transfer, distribute, deliver, make available, Use, or access the Products or the Documentation to or in a country other than that specified in the “Ship To” address of the Order Form – or, if no such “Ship To” address is specified or provided, a country other than that in which the Product(s) were first installed, unless End User Customer has obtained Rocket’s prior written consent and paid the applicable fees.
- (iv) Translate, modify or make derivative works of the Products or the Documentation;
- (v) Reverse engineer, decompile, disassemble or interpret the Products, except to the extent enforcement of this clause (v) is prohibited by applicable law;
- (vi) Exceed the time period for the License or Use a Product in excess of the Measured License;

(vii) Use the Products in production if provided under a non-production License, including, without limitation, an Evaluation License, testing, or development License;

(viii) Alter the copyright or other intellectual property rights notices for the Products or the Documentation;
or

(ix) Infringe or misappropriate Rocket's or its licensors' Intellectual Property.

1.2 Evaluation and Testing Licenses; Free Licensed Products.

1.2.1 Except as expressly permitted in the applicable Order Form, ALA or Documentation, when Rocket delivers and licenses the Products solely for evaluation or testing, End User Customer receives a non-transferable, non-sublicensable, non-exclusive license to use Products (the "**Evaluation Licensed Products**") for internal evaluation and testing purposes only, and not for any development, production, distribution, benchmarking, competitive analysis or other commercial purpose ("**Evaluation License**"). Unless another period is authorized in the applicable Order Form, ALA or other document, the term of an Evaluation License (the "**Evaluation Term**") will be (i) 30 days starting from the date the Evaluation Licensed Products are made available for download to End User Customer and (ii) 90 days starting from the date the Evaluation Licensed Products are made available if the Products are pre-release or beta versions of a Product ("**Pre-Release Evaluation Products**"). Notwithstanding Section 4 (Warranties), any product licensed under this section is provided "as is" and there are no warranties, express or implied, and no obligations for Rocket to provide Support Services with respect to Evaluation Licensed Products. The Evaluation License terminates at the end of the Evaluation Term, and End User Customer is immediately required to uninstall delete and destroy all copies of such Evaluation Licensed Products and, upon request, provide Rocket with written confirmation of its compliance with this provision within 30 days of the request. End User Customer agrees to promptly report to Rocket all problems (including, without limitation, errors, failures, nonconforming results, and unexpected performances), provide comments regarding the Pre-Release Evaluation Product and to timely respond to any questionnaires submitted by Rocket regarding the results of End User Customer's testing of the Pre-Release Evaluation Product. Rocket reserves the right not to release a final version of the Pre-Release Evaluation Product or, even if released, to alter prices, features, specifications, capabilities, functions, release dates, general availability, or other characteristics of the Pre-Release Evaluation Product.

1.2.2 Except as expressly permitted in the applicable Order Form or ALA, when Rocket delivers and licenses the Products solely for use at no charge, End User Customer receives a non-transferable, non-sublicensable, non-exclusive license to use Products (the "**Free Licensed Products**") for internal purposes only, and not for any development, production, distribution, benchmarking, competitive analysis or other commercial purpose. Notwithstanding Section 4 (Warranties), any product licensed under this section is provided "as is" and there are no warranties, express or implied, and no obligations for Rocket to provide Support Services with respect to Free Licensed Products. Rocket may discontinue offering the Free Licensed Products at any time in its sole discretion. Upon such discontinuation, End User Customer is required to uninstall, delete and destroy all copies of such Free Licensed Products and, upon request, provide Rocket with written confirmation of its compliance with this provision within 30 days of the request.

1.3 Notice Required for Increases. End User Customer shall provide Rocket with prior written notice of any actual or intended increase in the number of Licenses or usage increase beyond End User Customer's current License entitlement for a particular Product. If there are additional fees required for End User Customer to remain in compliance with this EULA and the License grant for a particular Product, End User Customer will pay such fees in accordance with Section 3 (Fees and Payment) upon receipt of an invoice from Rocket. If End User Customer has a Support Services subscription for such Licenses, End User Customer will be charged a pro-rated annual Support Service Fee equal to 20% of the additional License fees. If End User Customer fails to provide notice under this Section 1.3, End User Customer will be charged fees pursuant to Section 9.3 (Audit) for the additional usage or Licenses.

1.4 Termination. Rocket may terminate any License governed by this EULA by written notice (i) immediately, if Rocket reasonably suspects that End User Customer is or has infringed or misappropriated Rocket's or its licensors' Intellectual Property or has failed to comply with the License Terms in this Section 1; (ii) if End User Customer fails to comply with any other terms of this EULA, subject to any specified cure period; or (iii) as specified in the Warranty Terms. Upon termination, End User Customer will pay all Fees due,

immediately cease using and uninstall all Products and, upon Rocket's request, provide written certification of such compliance within 30 days.

2. SUPPORT AND OTHER SERVICES

2.1 Support Services Terms. Rocket will provide Support Services purchased by End User Customer according to Rocket's current standard policies and procedures, as revised from time to time and incorporated herein by reference, and located at <https://www.rocketsoftware.com/company/trust/agreements>. Rocket's standard Support Services generally include (i) commercially reasonable efforts to resolve problems or bugs in Products that substantially impair the functionality described in Rocket's published technical specifications; (ii) revisions and updates for Products containing code fixes, improvements or enhancements to existing functionality as available; (iii) access to online problem reporting, tracking, and self-help tools; and (iv) telephone support for trained End User Customer personnel during support hours. Support Services do not include onsite support, which may be purchased if available. All requests for Support Services shall provide details sufficient to diagnose or reproduce said failure.

2.2 Limitations on Support Services. End User Customer acknowledges that Support Services are not available for an error or malfunction which, after investigation by Rocket and End User Customer, is determined to have been caused by End User Customer's equipment, an enhancement not made by Rocket, incorrect data or procedures used by End User Customer, or any other problem that is not directly caused by Rocket or the Products. Any modification or attempted modification of the Products by End User Customer not in accordance with the Documentation, or any failure by End User Customer to implement the current release of the Products or the release immediately preceding the current release within six months of the current release's availability shall excuse Rocket's obligations under this Section 2 unless End User Customer has obtained prior written authorization from Rocket permitting such modification, attempted modification or failure to implement.

2.3 Support Period. The initial Support Period begins on the Product Delivery Date, unless a different Support Period is agreed between the parties on an Order Form or otherwise in writing. The Support Period will renew automatically for subsequent Support Periods unless either party provides written notice of termination at least 60 days prior to the end of the current Support Period. If End User Customer's Support Services lapse at any time, renewal will be subject to Rocket's then-current re-instatement policies and fees. Upon termination of the Support Period, End User Customer will immediately return or destroy any Rocket Confidential Information, Documentation, and other Rocket materials. End User Customer will pay Rocket all fees accrued as of the termination date in accordance with Section 3 (Fees and Payment).

2.4. Support Renewal. 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. If End User Customer fails to renew Support Services and subsequently elects to become active on Support Services for its Licenses, End User Customer will be charged for the time Support Services lapsed along with reinstatement fees according to Rocket's policies.

2.5 Other Services. Rocket may provide other Services under this EULA such as installation, implementation, consulting or training that do not include the creation of any Intellectual Property or the provision of any deliverables. Rocket will provide those Services at rates provided by Rocket. The details of such Services may be set forth in a separate statement of work which will be governed by this EULA. Any Services that involve the creation of Intellectual Property or the provision of deliverables will be subject to Rocket's Professional Services Terms located at <https://www.rocketsoftware.com/company/trust/agreements>.

3. FEES AND PAYMENT

3.1 Product Fees and Support Service Fees. Fees for the Products and Services will be set forth on an Order Form or as part of the order process. End User Customer will be responsible for paying shipping, handling, taxes, and any similar fees and for customs clearance and paying any customs duties and import fees.

3.2 Payment Terms. Unless otherwise agreed on an Order Form or otherwise in writing, End User Customer's payments are due within 30 days from date of invoice. Late payment is a material breach of End User Customer's obligations, upon which Rocket may suspend Delivery of Products and Services performance. End User Customer will pay all reasonable costs and expenses for collection of overdue amounts, including, without limitation, legal fees. End User Customer must give notice in writing of any disputed invoice within 15 days of invoice receipt or its right to dispute the invoice is hereby waived. If any Fees or Taxes due to

Rocket are not paid in full within 30 days following its due date, Rocket shall have the right to charge interest at a rate of 1.5% per month (18% per annum) or the maximum amount allowed by law, if less, on the unpaid portion until fully paid.

3.3 Taxes. Fees for Products and Services do not include Taxes. End User Customer will pay all sales, use, value added, goods and services, property, customs, excise and other taxes (not including taxes on Rocket's net income) ("**Tax**") imposed upon the purchase, sale, License, or use of Products and/or Services, regardless of whether the Tax is included in End User Customer's invoice. Applicable Tax will appear on the End User Customer's invoice unless a valid exemption certificate is on file at the time of invoicing. In the event of cross-border payments under this EULA, the payments do not constitute royalties and are not subject to withholding taxes based on the Organization for Economic Cooperation and Development Commentary on Article 12 of the Model Tax Convention. All payments by End User Customer will be made free and clear of, and without reduction for, any withholding taxes. In the event End User Customer believes local country statutes require withholding taxes on payments, End User Customer shall contact the invoicing entity within five days of invoice to jointly determine if withholding taxes are in fact required. Should the parties agree withholding taxes are legally required to be deducted, the parties will cooperate to minimize such Taxes, including, without limitation, the application of reduced withholding under an applicable treaty, and End User Customer will provide the invoicing entity with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested to establish that such Taxes have been paid.

4. WARRANTIES

4.1 Product Warranty. Rocket warrants that on the Delivery Date and for a period of 90 days thereafter (the "**Product Warranty Period**"), the Products will perform substantially according to Rocket's current published technical specifications in effect on the Delivery Date when used according to the Documentation. Any Product Warranty claim by End User Customer must be made in writing to Rocket prior to the end of the Product Warranty Period. If requested, End User Customer must provide remote or local access to the Products to Rocket to perform Product Warranty service as a condition to exercising this right. Rocket will repair or replace the Products not conforming to the Product Warranty or, at its option, refund any pre-paid part of the Fees paid for the Products that do not conform, and terminate the License for the non-conforming Products. The Product Warranty described herein also applies to Third Party Components but does not apply to (i) any free-of-charge Products or updates provided following the Warranty Period; or (ii) Third Party Software.

4.2 Support Warranty. Rocket warrants that Support Services will be performed in a commercially reasonable manner consistent with general industry standards that apply to similar services. Any Service Warranty claim by End User Customer for Support Services must be made in writing to Rocket within 15 days after the date Rocket provided the Support Service (the "**Service Warranty Period**").

4.3 Warranty Limitations; Disclaimer. Notwithstanding the foregoing, the Product Warranty and Service Warranty above do not cover problems (i) caused by any change to the Software, except where the changes were made by Rocket or Rocket's designee; (ii) caused by any misuse, alteration, neglect, unauthorized repair or installation, or acts or omissions of any party other than Rocket; (iii) caused by an error or defect in End User Customer hardware, software, networks, or systems or failure to provide a suitable installation or operating environment for the Software; (iv) caused by End User Customer not using the Software according to this EULA or Rocket's current published technical specifications or Documentation; or (v) reported after the warranty period. EXCEPT AS SET FORTH IN SECTIONS 4.1 AND 4.2 ABOVE, ROCKET, ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS AND DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS AND GUARANTEES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, FOR PRODUCTS OR SERVICES, THEIR USE, SUFFICIENCY, ACCURACY, RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, OR COMPLETENESS, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION: (i) MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, (ii) THAT SUPPORT SERVICES OR OPERATION OF PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA, OR (iii) RELATING TO THE AI OUTPUTS, OR THAT THE PRODUCTS OR SERVICES WILL BE FREE FROM VIRUSES OR MALICIOUS CODE OR THAT ALL ERRORS OR DEFECTS WILL BE CORRECTED. THIS SECTION 4 DESCRIBES ROCKET'S SOLE LIABILITY AND END USER CUSTOMER'S SOLE REMEDY FOR A PRODUCT WARRANTY CLAIM OR SERVICE WARRANTY CLAIM.

4.4 Inability to Exclude Warranties. If statutory laws of a jurisdiction applicable to this EULA restrict the exclusion of certain implied warranties, limitations on how long an implied warranty may last, or the exclusion or limitation of incidental, consequential, or special damages: (i) each warranty that cannot be excluded is limited in time to 60 days from the date of first delivery of the Software; and (ii) Rocket's total liability to Licensee for breach of all such warranties are limited to the amount stated in Section 8 (Limitation of Liability).

5. INTELLECTUAL PROPERTY OWNERSHIP

Except as explicitly specified herein, Rocket, its Affiliates or licensors own and retain all right, title and interest in all Intellectual Property in Products, Software, Services, Documentation, developments, research data, designs, layout, methodologies, processes and procedures, models, formulae, artificial intelligence (“AI”) models and training data, algorithms, documents, drawings, plans, specifications and other Rocket information, proprietary materials and all derivative works. To the extent that any right, title, or interest in or to any of Rocket’s Intellectual Property may not automatically vest in Rocket by operation of law, End User Customer irrevocably transfers, assigns and conveys all right, title, and interest therein to Rocket and will execute any documents necessary to that effect. End User Customer’s only rights in the Products are the express Licenses referenced in this EULA; no other Licenses are granted or implied. Third Party Software (including, without limitation, Open Source Software) are governed by the terms of their respective licenses and not the terms of this EULA. Information about Third Party Software (including, without limitation, Open Source Software) and Third Party Components incorporated into the Products may be found in a file accompanying the Product, on a Product website, in the Product itself, in the Documentation or in the applicable ALA. End User Customer agrees that Rocket may incorporate any feedback provided by End User Customer into its Products or use such feedback to improve its Products or Services provided such information does not identify End User Customer or its users (and such data shall not be deemed Confidential Information of End User Customer hereunder).

6. CONFIDENTIALITY

6.1 Confidential Information Defined. For the duration of this EULA, each party may supply confidential information (“**Confidential Information**”) to the other party. Whether or not disclosed orally or marked as confidential, Confidential Information of Rocket includes the EULA, Products, and Services; Rocket Intellectual Property, and Rocket proposals, specifications, manuals, product roadmaps, financial data, pricing, and results of benchmark tests and any other information it provides to End User Customer hereunder that a party would reasonably believe is confidential. Confidential Information of Customer consists of data that it provides to Rocket hereunder that a party would reasonably believe is confidential, other than as permitted under this EULA. Confidential Information of a party shall not include any information that: (i) was in the public domain when received, or thereafter enters the public domain through no fault of the Receiving Party; (ii) is in the Receiving Party’s possession prior to receipt from the Disclosing Party, without any breach of this Section 6; or (iii) was independently developed by Receiving Party without reference to the Confidential Information of Disclosing Party. Receiving Party will, if legally permitted, promptly notify Disclosing Party if it is compelled by a court or legal process to disclose Confidential Information and will take any reasonable action requested by Disclosing Party to maintain the confidentiality of the Confidential Information. Products are not deemed to be placed in the public domain by Rocket. The parties agree that Confidential Information shall remain the property of the original owner. Receiving Party may only disclose Disclosing Party’s Confidential Information to its employees or contractors who are bound by written confidentiality obligations no less restrictive than these terms.

6.2 Personal Data. Each party will use best efforts to prevent disclosure to the other party of any personally identifiable information (“**Personal Data**”). Any Personal Data that is shared will be deemed to be the Confidential Information of the Disclosing Party.

6.3 Effect of Termination. Upon notice from the Disclosing Party or upon termination of this EULA for any reason, the Receiving Party will return to the Disclosing Party all Confidential Information of Disclosing Party that is in tangible form (or, where a delivery is not possible, will destroy such Confidential Information and, upon request, certify to the Disclosing Party that the Receiving Party has done so). Such return or destruction shall take place within 30 days of request or EULA termination. If any information is not returned due to Receiving Party’s document retention policy, law or regulation, that information shall remain subject to this Section 6.

7. INDEMNIFICATION

7.1 Indemnification by Rocket.

7.1.1 Rocket will defend, at its expense, a third-party legal action, suit or proceeding against End User Customer (“**Claim**”) to the extent that a Product (“**Indemnified Product**”) directly infringes a valid patent or copyright of the country where the End User Customer is using the Product in compliance with the applicable Order Form and this EULA. Rocket will indemnify End User Customer for any judgment finally awarded against End User Customer or settlement agreed to by Rocket for such Claim to

the extent of the Indemnified Product's infringement, provided (i) End User Customer notifies Rocket promptly in writing of the Claim, although failure of prompt notification shall not invalidate the indemnification obligation unless Rocket is materially prejudiced thereby, (ii) Rocket has sole control over the defense and settlement, (iii) End User Customer fully cooperates with Rocket, providing all documents and information in End User Customer's possession relevant to the Claim, and (iv) End User Customer makes personnel available to testify or consult with Rocket.

7.1.2 If an Indemnified Product becomes, or in Rocket's opinion is likely to become subject to a Claim, Rocket may, at its option and expense: (i) acquire the right for End User Customer to continue using the Indemnified Product, (ii) replace or modify the Indemnified Product or create a workaround so that the Indemnified Product is functionally equivalent and non-infringing, or (iii) terminate the License for the Indemnified Product and give End User Customer a credit for the Fee paid by End User Customer for the infringing part of the Indemnified Product, less a reasonable allowance for the time End User Customer used the Indemnified Product.

7.1.3 Rocket is not obligated or liable for a Claim where the infringement arises due to: (i) use of an Indemnified Product not according to the EULA or Documentation, (ii) modification of an Indemnified Product by anyone other than Rocket, or modification made by Rocket for non-standard features or functionality for End User Customer or according to End User Customer's directions, (iii) any products, equipment, software, or data not supplied by Rocket, (iv) use of an Indemnified Product combined with any other products, equipment, software, or data not supplied by Rocket, including, without limitation, Third Party Software, if infringement would not occur without the combination, (v) use of a version of Indemnified Product other than the most current release available or End User Customer's failure to install a revision, update or release that would have eliminated the infringement, (vi) End User Customer's designs, instructions, plans or specifications or AI Outputs, or (vii) use of an Indemnified Product combined with an End User Customer or third-party use, process or method if infringement would not occur without the combination.

7.2 Indemnification by End User Customer. End User Customer will defend, at its expense, a third-party Claim against Rocket (i) that any product, information, data or material provided by End User Customer infringes another party's Intellectual Property rights, other than a Claim for which Rocket is responsible according to Section 7.1 above, or (ii) arising from End User Customer's or its Affiliates' failure to comply with the terms of the applicable Order Form, this EULA, the Documentation or other applicable agreement between the parties. End User Customer will indemnify Rocket for any damages, or amounts of a judgment finally awarded against Rocket or agreed as settlement, for the Claim, provided (i) Rocket notifies End User Customer promptly in writing of the Claim, although failure of prompt notification shall not invalidate the indemnification obligation unless End User Customer is materially prejudiced thereby, (ii) End User Customer has sole control over the defense and settlement, (iii) Rocket fully cooperates with End User Customer, providing all documents and information in Rocket's possession relevant to the Claim, and (iv) Rocket makes personnel available to testify or consult with End User Customer.

7.3. Failure to Defend or Settle. If a party fails to defend or settle a claim according to this Section 7 in a timely manner, the other party may assume defense of the claim at the indemnifying party's expense, and the indemnifying party will reasonably cooperate. Neither party may, without written consent of the other party, make an admission of fault on behalf of the other party, or agree to the settlement of a claim binding the other party that does not contain a full release of liability for the other party.

7.4 Sole Remedy. THIS SECTION 7 DESCRIBES EACH PARTY'S SOLE LIABILITY AND THE OTHER PARTY'S SOLE REMEDY FOR INTELLECTUAL PROPERTY INFRINGEMENT.

8. LIMITATION OF LIABILITY

8.1 ROCKET, ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR (i) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, AGGRAVATED, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, OR (ii) ANY INTERRUPTION OF BUSINESS OR OPERATIONS, COST OF COVER, GOODWILL, TOLL FRAUD, OR LOSS OR CORRUPTION OF DATA, PROFITS, OR REVENUE, OR FAILURE OF A REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE.

8.2 EXCEPT FOR A CLAIM FOR INFRINGEMENT UNDER SECTION 7 (INDEMNIFICATION), DEATH OR BODILY INJURY CLAIMS, TANGIBLE PROPERTY DAMAGE, WILLFUL MISCONDUCT, OR FRAUD, ROCKET, ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY DAMAGES THAT EXCEED THE AMOUNT END USER CUSTOMER PAID IN THE PRECEDING 12 MONTHS FOR THE PRODUCTS OR SERVICES THAT GAVE RISE TO THE CLAIM.

8.3 THE LIMITATIONS IN THIS SECTION 8 WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT, THE USE OR PERFORMANCE OF A PRODUCT OR SERVICE, OR OTHERWISE, AND REGARDLESS OF WHETHER THE DAMAGES WERE FORESEEABLE OR UNFORESEEABLE.

8.4 NOTWITHSTANDING ANYTHING SET FORTH ABOVE OR OTHERWISE SET FORTH IN THIS EULA, 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, NOR WILL ROCKET BE LIABLE FOR ANY DAMAGES RELATING TO OR ARISING OUT OF ANY FREE PRODUCTS OR OFFERED UNDER AN EVALUATION OR TEST LICENSE. THE PARTIES WOULD NOT HAVE ENTERED INTO THIS EULA WITHOUT THIS SECTION. IF THE APPLICATION OF THIS SECTION IS LIMITED BY LAW, ROCKET'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW. ROCKET'S FAILURE TO EXERCISE A RIGHT OR REMEDY IS NOT A WAIVER THEREOF.

9. VERIFICATION AND AUDIT

9.1 **Records.** End User Customer agrees to keep electronic and other records sufficient for Rocket to confirm that End User Customer has complied with this EULA, applicable agreements and any Order Forms for at least three years following termination of this EULA.

9.2 Verification Statement.

9.2.1 Upon Rocket's request, End User Customer shall furnish Rocket with a signed statement and/or completed and signed questionnaire, such questionnaire to be provided by Rocket (collectively, the "**Verification Statement**") verifying that the Products are being used pursuant to the applicable Order Form this EULA, any Documentation and any other applicable agreements. Rocket will not request a Verification Statement more frequently than annually for the same Products without reasonable cause (e.g., suspected non-compliance, inconsistent usage reports, or failure to provide a Verification Statement). End User Customer agrees to provide the Verification Statement within 15 days of Rocket's written request. The Verification Statement shall include all relevant details of End User Customer's installation and/or usage of the Products, including the applicable information set forth below for, at a minimum, the previous three years.

(i) For Products licensed for mainframe systems, the Verification Statement shall include, without limitation: (x) the location, model, and serial number of any and all equipment on which the Products are currently or previously installed and/or used, (y) for any Products that are subject to capacity, sub-capacity, or other applicable licensing metric restrictions, the peak and average usage of MIPS/ MSUs/CPCs (sometimes referred to as "**CPUs**"), or other applicable licensing metric in the prior year, as appropriate to the Products. If requested by Rocket, End User Customer shall also provide copies of the Sub Capacity Reporting Tool ("**SCRT**"), Resource Management Facility ("**RMF**") Partition Data Report, usage logs, and/or such other system reports.

(ii) For all other Products, the Verification Statement shall include, without limitation, the same details as, and/or details in lieu of, the details required for mainframe systems, including, but not limited to: (w) the total number of sessions or other applicable licensing metric restrictions, (x) the total number of devices, physical or virtual, upon which the Products are installed and/or through which the Products are accessed or used, (y) the number of Users or other individual human beings who are authorized to use or access the Products, whether or not such human beings actually use or access such Products, and (z) the country or countries in which the devices and human beings are located.

9.2.2 Should Rocket have questions about the information provided in, or missing from, the Verification Statement, End User Customer agrees to cooperate with Rocket, including, without limitation, by providing additional information to Rocket, to complete Rocket's full understanding of the installation and/or use of the Products.

9.3 **Audit.** Rocket may audit End User Customer's installation and/or use of the Products upon ten days prior written notice but not more frequently than annually for the same Products without reasonable cause (the "**Audit**"). End User Customer shall provide reasonable and timely access to the data, historical records, computer systems, and End User Customer employees, vendors, and other third parties needed to assess End User Customer's compliance with the applicable Order Form, this EULA, any Documentation and any applicable agreements. At Rocket's option, Rocket or a third-party auditing firm may conduct the Audit. Rocket, or such third-party auditing firm, may use automated tools, telemetry data, AI, or other tools and technology to assist in verifying compliance. Rocket shall bear its costs to conduct an Audit, inclusive of fees payable to a third-party, provided, however,

that End User Customer shall reimburse Rocket for all expenses related to the Audit should the Audit reveal underpayment of Licenses and/or Fees for Support Services in excess of 5% of the total fees previously paid to Rocket over the immediately preceding 12 months.

9.4 Resolution. Should the Verification Statement or Audit reveal an underpayment and/or non-payment of fees by End User Customer to Rocket, End User Customer shall pay the following fees to Rocket within 15 days of written notification of the same from Rocket (the “**Resolution Date**”): (i) new license fees for the difference between the End User Customer’s licensed deployment and the End User Customer’s actual deployment, which shall be calculated based on Rocket’s then-current list price (with no discounts applied) for the Products (the “**New License Fees**”), (ii) incremental Support fees calculated at 20%, or as otherwise stated in any applicable Order Form, of the New License Fees for the period from the first date of installation of the license(s) in question through 12 months subsequent to the Resolution Date (the “**Incremental Support Fees**”), (iii) interest on both the New License Fees and Incremental Support Fees at the rate of 1.5% per month (18% per annum) or the maximum amount allowed by law, if less, for the period since first installation of the Products in question through the Resolution Date, and (iv) any applicable Tax(es) on the foregoing fees.

10. RELIEF

10.1 Good Faith Resolution. The parties will attempt in good faith to resolve any controversy or claim hereunder promptly through business discussions and each party will, upon written request, escalate a dispute to their respective executive management for resolution. If the parties fail to resolve the dispute within 30 days of written request, or any longer period agreed in writing, the parties may pursue the remedies to which they are entitled. This clause shall not restrict either party’s right to seek equitable relief at any time.

10.2 Equitable Relief. End User Customer’s failure to comply with the License or confidentiality terms of the applicable Order Form, this EULA or other agreement may result in irreparable harm to Rocket that may be intangible but real and is incapable of complete remedy by award of damages. End User Customer agrees (i) Rocket has the right to seek an injunction or other court order and may proceed directly to court to specifically enforce End User Customer’s obligations, (ii) no finding of irreparable harm or other condition to injunctive relief is required, (iii) if equitable relief is granted, End User Customer will pay Rocket’s reasonable expenses and attorney fees, in addition to any other relief granted, and (iv) Rocket shall have the right to pursue all remedies at law and in equity for such a breach.

11. INFORMATION SECURITY AND PRIVACY

Rocket has designed and implemented an information security program consistent with generally accepted industry standards, which is reviewed annually. End User Customer is solely responsible for, and assumes all liability with respect to, its own collection, processing, storage, and transfer of any user data, including, without limitation, Personal Data and other sensitive data. End User Customer is solely responsible for assessing the Products and any related service in compliance with any industry requirements applicable to End User Customer. Each party must comply with its respective obligations under all applicable laws, regulations, and industry standards regarding data collection and data privacy that apply to use of Products. Personal Data or customer data that End User Customer provides to Rocket for the purpose of receiving Products or Services will be handled in accordance with the Rocket Software Global Data Protection and Privacy Notice (<https://www.rocketsoftware.com/company/legal/privacy-policy>).

12. U.S. GOVERNMENT USERS

Products, Documentation, and Services are developed at private expense and are “Commercial Products”, as that term is defined at 48 C.F.R. §2.101, and includes “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable.

In accordance with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (i) only as Commercial Products and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights are reserved under the copyright laws of the United States. As required by 48 C.F.R. §227.7202-3, the Government’s rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation will be governed by and subject to this EULA. If any term or condition set forth in this Agreement: (w) allows for the

automatic termination of the U.S. Government's license rights or maintenance of services; (x) allows for the automatic renewal of services and/or fees; (y) allows for the U.S. Government to pay audit costs; and/or (z) requires the governing law to be anything other than Federal law, then such term and condition shall not apply to the U.S. Government, but shall continue to apply to prime contractors and subcontractors of the Government. Finally, to the extent any term and condition set forth in this Agreement is contrary to U.S. Federal procurement law, then such term and condition shall not apply to the U.S. Government but shall continue to apply to prime contractors and subcontractors of the government.

13. MISCELLANEOUS

13.1 Entire Agreement. This EULA supersedes all other oral or written terms, proposals, or representations in effect between the parties regarding the Products and Services. This EULA may only be modified by an agreement entered into by both parties. All terms provided by End User Customer, including any terms set forth in any online vendor portal or on End User Customer's Purchase Order are null and void and without any effect, provided, that Rocket may accept any Purchase Order provided, or register on any vendor portal, solely for payment purposes. If any term of the applicable Order Form or this EULA is held to be illegal, invalid, or unenforceable, the other terms remain in full force and effect.

13.2 Order of Precedence. Any conflicting terms and conditions will be resolved according to the following order of precedence: any applicable Order Form, the applicable ALA, and this End User License Agreement.

13.3 Survival. Any term that is intended to survive the termination of the EULA will survive, including, for the avoidance of doubt, Section 3.3 (Taxes), Section 4.3 (Warranty Limitation; Disclaimer), Section 5 (Intellectual Property Ownership), Section 6 (Confidentiality), Section 7 (Indemnification), Section 8 (Limitation of Liability), Section 9 (Verification and Audit) and this Section 13 (Miscellaneous).

13.4 Third Party Rights. This EULA does not confer a benefit on, and is not enforceable by, any person or entity who is not a party to this EULA.

13.5 No Assignment. End User Customer may not assign this EULA or its Licenses, Products or Services, or any of its obligations, rights or remedies, in whole or in part, without Rocket's prior written approval in its sole discretion. Any sale or disposition of all or substantially all of End User Customer's assets or any merger, acquisition, or divestiture of End User Customer shall be deemed a transfer or assignment for which Rocket's written consent, and payment by Customer of applicable fees, shall be required. End User Customer shall give Rocket advance written notice of any assignment, merger, acquisition, or divestiture to legal@rocketsoftware.com, if permitted, and within 15 days of the transaction if not permitted in advance.

13.6 Notices. All notices permitted or required under this Agreement will be in writing, signed by the party giving notice, and, in the case of Rocket, via email to legal@rocketsoftware.com and, in the case of End User Customer, via email to the address listed on any applicable Order Form, in any customer portal or at such other address as may be in Rocket's files.

13.7 Force Majeure. Neither party is liable for delay or failing to perform its obligations due to a cause beyond its reasonable control and without fault or negligence, except End User Customer's failure to perform its payment obligations.

13.8 Compliance with Laws. Rocket and End User Customer and their respective Affiliates will comply with applicable U.S., foreign, and international laws and regulations, including, without limitation, those relating to export compliance, anticorruption, use of AI and data privacy. End User Customer further agrees: (i) that the export, re-export, transfer, re-transfer, sale, supply, access to, or use of the Products or Services, to or in a country other than the country in which the Products or Services were first provided to End User Customer, or to, by, or for a different end user or end use, may require a U.S. or other government license or other authorization (as well as prior written consent from Rocket, per Section 1 (Licenses)); and (ii) not to, directly or indirectly, export, re-export, transfer, re-transfer, sell, supply, or allow access to or use of the Products or Services to, in, by, or for sanctioned, embargoed, or prohibited countries, persons, or end uses under U.S. or other applicable law (collectively, "Prohibited Uses"). End User Customer is responsible for screening for Prohibited Uses and obtaining any required licenses or other authorizations and shall indemnify Rocket for any violation by End User Customer of any applicable export controls and/or economic sanctions laws and regulations. End User Customer will not use Products for nuclear, chemical, missile or biological weapons-related end uses and any other purpose prohibited by applicable export laws. End User Customer must immediately notify Rocket if it becomes aware of any breach of its obligations in this section and Rocket may terminate this EULA (including, without limitation, all Licenses hereunder) immediately if End User Customer breaches any of the provisions in this clause.

13.9 Governing Language. The parties agree that the EULA and all related documents are in English. If Rocket provides a dual language version of a document for convenience, in the event of any conflicts the English language version shall prevail.

13.10 Independent Contractors. Each party is an independent contractor and may not commit the other party without written authorization. The EULA does not create an employment, joint venture, partner, or agency relationship.

13.11 Governing Law; Jurisdiction; Venue.

13.11.1 North and South America and any Locations not otherwise Specified by this Section. For End User Customers located in North or South America, the following terms apply:

Governing Law; Jurisdiction and Venue. Massachusetts laws govern the EULA excluding conflict of law principles that would apply the law of any other jurisdiction. Each party waives the right to jury trial for a claim in law or equity. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act, as adopted, do not apply. The parties submit to the exclusive jurisdiction of the federal and state courts located in Boston, Massachusetts.

13.11.2 UK, IE, Middle East, Africa and India. For End User Customers located in the United Kingdom, the Republic of Ireland, British Crown Dependencies, British Overseas Territories, Middle East, Africa and India the following terms apply:

Governing Law; Jurisdiction and Venue. This EULA is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction and venue of courts located in England.

13.11.3 Germany, Austria, and Switzerland (“DACH”). For End User Customers located in DACH, the following terms apply:

Governing Law; Jurisdiction and Venue. This EULA is governed by the laws of Germany and the parties submit to the exclusive jurisdiction and venue of courts located in Germany.

Clarification on Liability Cap under Section 8 (Limitation of Liability). THE PARTIES AGREE THAT THE LIABILITY CAP IN SECTION 8 (LIMITATION OF LIABILITY) APPLIES FOR SLIGHTLY NEGLIGENT INFRINGEMENT OF A MATERIAL CONTRACTUAL OBLIGATION, WHOSE FULFILLMENT IS ESSENTIAL IN ACCOMPLISHING THE CONTRACT AND, ON WHOSE FULFILLMENT, THE OTHER PARTY CAN REGULARLY DEPEND (“CARDINAL DUTY”/ “KARDINALPFLICHT”). THE PARTIES SPECIFICALLY AGREE THAT THE TYPICAL FORESEEABLE DAMAGE AND BREACHES OF A CARDINAL DUTY WILL NOT EXCEED IN AGGREGATE THE LIABILITY CAP SET OUT IN SECTION 8 (LIMITATION OF LIABILITY).

Additional Exceptions on Liability under Section 8 (Limitation of Liability). NONE OF THE LIMITATIONS IN SECTION 8 (LIMITATION OF LIABILITY) EXCLUDE EITHER PARTY’S LIABILITY FOR DAMAGES DIRECTLY RESULTING FROM: (I) INTENT; (II) GROSS NEGLIGENCE; (III) CULPABLE INJURY TO LIFE, BODY AND HEALTH; (IV) IN CASE OF A BREACH OF GUARANTEE, WHICH MUST BE EXPLICITLY NAMED A “GUARANTEE”; OR (V) MANDATORY LIABILITIES UNDER THE PRODUCT LIABILITY ACT.

13.11.4 Netherlands and Other European Countries Not Listed Above. For End User Customers located in the Netherlands and European countries not covered by other region-specific terms above, the following terms apply:

Governing Law; Jurisdiction and Venue. This EULA is governed by the laws of the Netherlands and the parties submit to the exclusive jurisdiction and venue of court located in Rotterdam. Any court proceedings will be conducted in English, to the extent available.

Additional Exceptions on Liability under Section 8 (Limitation on Liability). NONE OF THE LIMITATIONS IN SECTION 8 EXCLUDES EITHER PARTY’S LIABILITY FOR INTENT OR GROSS NEGLIGENCE (OPZET OF BEWUSTE ROEKeloosHEID) OF THAT PARTY OR ITS MANAGERIAL STAFF.

13.11.5 **Australia, New Zealand, and Asia Pacific.** For End User Customers located in Australia and New Zealand and Asia Pacific the following terms apply:

Governing Law; Jurisdiction and Venue. This EULA is governed by the laws of Australia and New South Wales and the parties submit to the exclusive jurisdiction and venue of courts located in Sydney.

14. DEFINITIONS

“Affiliate” means a legal entity that is controlled by a party through ownership of 51% or more of its outstanding equity.

“Additional License Authorization” or **“ALA”** means the additional specific software license terms that govern the use of a given software product, including, without limitation, the provisions of the Non- Production Licensing Guide (if applicable). The ALA(s) for Products are found at <https://www.rocketsoftware.com/company/trust/agreements>, or can be provided by Rocket at End User Customer’s request.

“AI Output” means any content, data, or result generated by the Products using AI or machine learning functionality, including but not limited to text, code, images, or models.

“Concurrent User” means a User authorized to use a Product or Service concurrently with other Concurrent Users, limited by a maximum number of Concurrent Users at any one time.

“Deliver(y)” means Rocket has provided, and End User Customer is deemed to have accepted, a Product through electronic access.

“Delivery Date” means the date Rocket has provided End User Customer with access to the Product whereby End User Customer may download the Product for its use according to its License.

“Disclosing Party” means a party whose Confidential Information is disclosed to the other party.

“Documentation” means Rocket’s user manuals and training materials containing Rocket’s current specifications and requirements, as modified or updated from time to time, and which are provided to End User Customer electronically or physically.

“End User Customer” means the legal entity accepting this EULA or downloading a Product.

“Fee” means Rocket’s price for a Product or Service.

“Intellectual Property” means all intellectual property, including, without limitation, inventions, patents, copyrights, trademarks, service marks, trade names, trade secrets, know-how, moral rights, licenses, and any other intangible proprietary or property rights, registered or not, under statute or common law.

“License” means the personal, non-exclusive, non-transferable, non-sublicensable right for End User Customer to use the Products, Documentation, or materials as permitted hereby.

“Measured License” means a License for the time period, number and type of Users, transactions, copies, seats, sessions, MIPS, MSUs or other quantity or measure specified (the **“Unit of Measure”** or **“UOM”**) for each Product, which will be set forth on an Order Form or in a separate document accepted by or on behalf of End User Customer.

“MIPS” means millions of instructions per second.

“MSUs” means million service units.

“Named User” means a specific identified individual authorized to use a Product or Service. A new Named User may replace a prior Named User following notice in writing to Rocket or by updating the user in the applicable portal.

“Open Source Software” means software or other material embedded in or made available with a Product where such software or other material is made available under an “open source license” as this term is commonly understood by members of the open source community, including, without limitation, those licenses meeting all the criteria prescribed in the Open Source Definition provided by the Open Source Initiative (<https://opensource.org/osd>).

“Order Form” 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.

“Product Warranty” means Rocket’s express, limited warranty for Products set forth herein.

“Products” means Rocket proprietary software products. Any reference to a Product or Products includes all Products offered by Rocket to End User Customers and/or Licensed by End User Customer.

“Professional Services Terms” means Rocket’s terms governing any services provided to End User Customer which are not included in Support Services or other Services governed by this EULA and which are located here: <https://www.rocketsoftware.com/en-us/legal/agreements>.

“Purchase Order” means End User Customer’s document provided to Rocket to confirm purchase of Licenses or Services.

“Receiving Party” means a party receiving the other party’s Confidential Information.

“Service Warranty” means Rocket’s express limited warranty specified for Support Services set forth herein.

“Services” means Support Services and/or Professional Services.

“Software” means the Products and Support Software licensed to End User Customer which is governed by this EULA, including, without limitation, all copies of such Products made by End User Customer and may, where the meaning so implies, refer to all of the Software or portions thereof.

“Support Period” means a time period during which Rocket will provide Support Services.

“Support Services” means Rocket’s current standard support services, policies and procedures for Products, which is also referred to as maintenance, as more fully described in Section 2.1 of this EULA.

“Support Software” means any software that Rocket provides to End User Customer as part of Support Services including, without limitation, updates and bug fixes.

“Third Party Component” means any third party run time or other elements embedded in a Product other than Third Party Software.

“Third Party Software” means Open Source Software, AI models and any other additional or accompanying third party software (other than Third Party Components) that is incorporated into the Products.

“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, and/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 any of Rocket’s Support Services, or (vi) managing or maintaining the Product on the designated equipment.

“Users” means an individual that is properly authorized by End User Customer to Use a Product or Service. A User may be a Named User or Concurrent User. Users may only be employees of End User Customer or temporary contractors who are individually hired



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and paid directly by End User Customer for staff augmentation. Unless otherwise agreed in an Order Form, other contractors, consultants, customers of End User Customer, outsourcing firms, and all such similar third parties are expressly prohibited from being Users.