

IF YOU HAVE A CURRENT WRITTEN AGREEMENT FOR SOFTWARE MAINTENANCE SUPPORT SERVICE FOR ROCKET SOFTWARE PRODUCTS, YOUR EXECUTED AGREEMENT WILL APPLY. IF NOT, CUSTOMER'S RIGHTS AND OBLIGATIONS AND USE OF SOFTWARE MAINTENANCE SUPPORT SERVICE ("SERVICE" OR "SUPPORT SERVICE") ORDERED OR RENEWED BY CUSTOMER FROM ROCKET SOFTWARE, INC. OR ITS SUBSIDIARY ("ROCKET"), OR ROCKET'S PARTNER FOR ROCKET PROPRIETARY SOFTWARE PRODUCT ("PRODUCT") ARE SUBJECT TO THESE SOFTWARE MAINTENANCE SUPPORT SERVICE TERMS ("TERMS"). "PRODUCT" OR "SERVICE" INCLUDES ALL RELATED ROCKET USER MANUALS AND TRAINING MATERIALS PROVIDED ELECTRONICALLY OR PHYSICALLY ("DOCUMENTATION"), REVISIONS AND UPDATES THAT REPLACE OR SUPPLEMENT THE PRODUCT OR SERVICE. BY DOWNLOADING, INSTALLING, RECEIVING, USING, OR PAYING AN INVOICE FOR A PRODUCT OR SERVICE, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, RECEIVE OR USE THE PRODUCT OR SERVICE, AND YOU WILL NOT HAVE A RIGHT TO USE ANY PART OF THE PRODUCT OR SERVICE. THIS IS A LEGAL AGREEMENT BETWEEN YOU, ON BEHALF OF YOUR ORGANIZATION ("CUSTOMER") AND THE PARTY ACCEPTING YOUR ORDER OR PAYMENT FOR THE SERVICE ("PROVIDER") ("AGREEMENT"), AND ROCKET MAY PROVIDE SERVICE TO YOU DIRECTLY OR ON BEHALF OF ITS PARTNER. YOU AGREE TO DO BUSINESS ELECTRONICALLY, INCLUDING CONTRACT FORMATION, ORDER PLACEMENT AND ACCEPTANCE, AND A TRANSACTION THROUGH ANY ROCKET WEBSITE WILL CREATE FULLY ENFORCEABLE OBLIGATIONS SUBJECT TO THESE TERMS. YOU REPRESENT THAT YOU ARE AUTHORIZED TO ACCEPT THESE TERMS ON BEHALF OF YOUR ORGANIZATION.

1. SUPPORT SERVICE

a. Service. Rocket will provide Support Service according to Rocket's current standard maintenance support policies and procedures for its Products as revised from time to time. Rocket's standard Support Service generally includes (i) commercially reasonable efforts to resolve a problem or bug in a Product which substantially impairs 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 Customer personnel during purchased support hours. Support Service does not include onsite support which may be purchased if available.

b. Support Period; Termination. Support Service is available for 12 month annual periods ("Support Period") that renew automatically unless a party provides written notice of termination at least 60 days prior to the end of the current Support Period. Rocket may suspend or terminate Support Service upon written notice if Customer breaches its obligations including timely payment for any Support Period. Upon termination Customer will, at Rocket's direction, return or destroy any Rocket materials, Confidential Information and Documentation, and Customer will immediately pay Provider all fees due for the remainder of the Support Period and any other fees accrued as of the termination date.

2. FEES AND PAYMENT

a. Fees and Taxes. Provider will provide an invoice for each Support Period at current list price, and Customer will pay the price for Service specified in the invoice ("Fee") when due according to the invoice. Rocket may not provide renewal Service if Customer does not pay the renewal Fees to Provider prior to the end of the current Support Period. If Customer's Support Service lapses at any time, renewal will be subject to re-instatement policies and fees. Payment that is invoiced in arrears for any Support Period is due and payable on invoice date. Service Fees do not include taxes. Customer will pay all sales, use, property, customs, excise, value added and other taxes ("Tax") imposed upon the Fees or Service, regardless whether the Tax is included in the invoice Provider sends to Customer. Fees payable by Customer will not be reduced by any Tax and Customer will pay invoiced Fees and Tax, or Customer will provide a tax exemption certificate or tax payment receipt prior to Rocket providing Service or proof of payment for Tax within 30 days from invoice date.

b. Payment. Unless specified otherwise by Provider in writing, Customer's payment is due within 30 days from date of invoice. Late payment is a material breach of Customer's obligation, upon which Rocket may suspend Service performance. Customer will pay to Provider all reasonable costs and expenses for collection of overdue amounts, including legal fees. Provider may review Customer's financial condition, payment and credit history and notify Customer of any additional payment or credit requirements. Customer must notify Provider in writing of any disputed invoice within 15 days of invoice receipt or its right to dispute the invoice will be deemed waived. Customer will pay Fees as invoiced regardless of any warranty claim.

3. WARRANTY

a. Service. Provider warrants that Support Service will be performed in a commercially reasonable manner consistent with general industry standards that apply to similar services (“Service Warranty”). Customer must provide a written Service Warranty claim to Provider within 15 days of the date Rocket performed the Service. Rocket, at its option, will re-perform Service not complying with the Service Warranty at no additional charge, or Provider will refund the part of the Fee, if paid, for the Service which does not comply with the Service Warranty. Rocket is not responsible for any other warranty provided by another party.

b. Disclaimer. Service Warranty does not cover problems caused by (i) abuse, misuse, alteration, neglect, accident, unauthorized repair or installation, or acts or omissions of any party other than Rocket; (ii) electrical systems, fire or water damage, Customer’s hardware, software, networks, or systems; or (iii) Customer not using Product according to Rocket’s current published technical specifications. THIS SECTION DESCRIBES ROCKET’S AND PROVIDER’S SOLE LIABILITY AND CUSTOMER’S SOLE REMEDY FOR A SERVICE WARRANTY CLAIM. PROVIDER, ITS AFFILIATES AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS AND GUARANTEES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, FOR SERVICE, ITS USE, SUFFICIENCY, OR ACCURACY, INCLUDING (i) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR (ii) THAT SUPPORT SERVICE OR OPERATION OF PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

4. INTELLECTUAL PROPERTY OWNERSHIP

“Intellectual Property” means all intellectual property, including inventions, patents, copyrights, trademarks, service marks, trade names, trade secrets, know-how, moral rights, licenses, and any other intangible proprietary or property rights, whether or not patentable or otherwise subject to legally enforceable restrictions or protections against unauthorized third party usage or whether arising by statute or common law. Rocket, its affiliates or licensors own and retain all right, title and interest to and in all Intellectual Property in Service, Products, and Documentation, developments, research data, designs, layout, methodologies, processes and procedures, models, formulae, 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 Rocket Intellectual Property may not automatically vest in Rocket by operation of law, Customer irrevocably transfers, assigns and conveys all right, title, and interest therein to Rocket. At Provider’s or Rocket’s request and expense Customer will promptly take any action and execute any documents necessary to vest full title in Rocket or its licensor.

5. CONFIDENTIALITY

a. Confidential Information. “Confidential Information” means any material, data, or information, in any form or media, that is proprietary or confidential to a party and is marked as confidential, or not marked but by its nature or treatment by its owner should reasonably be considered to be confidential. “Disclosing Party” means a party whose Confidential Information is disclosed to the other party. “Receiving Party” means a party receiving the other party’s Confidential Information. Whether or not disclosed orally or marked as confidential, Confidential Information includes the Terms, invoices, Products, and Service; either party’s non-public data or personally identifiable information regarding employees or customer(s) residing on the party’s computer systems; Intellectual Property, and Rocket’s or Provider’s proposals, specifications, manuals, product roadmaps, financial data, pricing, and results of benchmark tests. Confidential Information does not include information that is (i) publicly available without breach of the Agreement; (ii) reasonably shown to Disclosing Party’s satisfaction to have been known by Receiving Party prior to disclosure or independently developed by Receiving Party subsequent to disclosure without breach of these Terms; or (iii) obtained by Receiving Party from a third party without confidentiality obligation. Receiving Party will 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.

b. Non-disclosure. Customer will use best efforts to prevent disclosure to Rocket of any personally identifiable information (PII) regarding Customer’s employees or customer(s). Customer is solely responsible for complying with any requirements regarding PII disclosed to Rocket, other than Rocket’s confidentiality obligations hereunder. Receiving Party will use Disclosing Party’s Confidential Information solely to perform its obligations under the Terms. Receiving Party will take commercially reasonable steps to safeguard Disclosing Party’s Confidential Information, including no less than the steps taken to protect its own Confidential Information. Receiving Party must not disclose Disclosing Party’s Confidential Information except to its employees bound by written confidentiality obligations, or Affiliates under a duty of confidentiality, no less restrictive than these Terms. Receiving Party must promptly notify Disclosing Party in writing of unauthorized use or disclosure of Confidential Information. Receiving Party, at its expense, must take all reasonable action to recover Confidential Information

and prevent further unauthorized use or disclosure, including action for seizure and injunctive relief. If Receiving Party fails to do so in a timely manner, Disclosing Party may take reasonable action to do so at Receiving Party's expense, and Receiving Party must reasonably cooperate.

6. LIMITATION OF LIABILITY

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

b. EXCEPT FOR DEATH OR BODILY INJURY CLAIMS, TANGIBLE PROPERTY DAMAGE, WILLFUL MISCONDUCT, OR FRAUD, PROVIDER, ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY DAMAGES THAT EXCEED THE AMOUNT CUSTOMER PAID IN THE PRECEDING 12 MONTHS FOR THE SERVICE THAT GAVE RISE TO THE CLAIM.

c. THE LIMITATIONS IN THIS SECTION 6 WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT, MISREPRESENTATION, NEGLIGENCE, THE USE OR PERFORMANCE OF A SERVICE, OR OTHERWISE, AND REGARDLESS OF WHETHER THE DAMAGES WERE FORESEEABLE OR UNFORSEEABLE. PROVIDER OR ROCKET WILL NOT BE LIABLE FOR ANY CLAIM BROUGHT MORE THAN 12 MONTHS AFTER CUSTOMER BECAME AWARE OF THE ISSUE GIVING RISE TO THE CLAIM. PROVIDER'S OR ROCKET'S FAILURE TO EXERCISE A RIGHT OR REMEDY IS NOT A WAIVER.

7. DISPUTE RESOLUTION

The parties will attempt in good faith to resolve any controversy or claim promptly through business discussions and will, upon written request, escalate a dispute to 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 will not restrict either party's right to seek injunctive relief.

8. U.S. GOVERNMENT USERS

Documentation and Service include "Commercial Computer Software" and "Commercial Computer Software Documentation." In accordance with Section 12.212 of the Federal Acquisition Regulations (FAR) and Sections 227.7202-1 through 227.7202-4 of the Defense Federal Acquisition Regulation Supplement (DFARS), any use, duplication or disclosure of Product, Documentation and Service by the U.S. Government or any of its agencies will be governed by and subject to all of the terms, conditions, restrictions, and limitations of the Terms. Use of Products, Documentation and Service is agreement by the U.S. Government that Products, Documentation and Service include "commercial computer software" and "commercial computer software documentation" and is acceptance of the rights and restrictions in the Terms. If for any reason Products, Documentation or Service is not considered commercial or the Terms are otherwise deemed not to apply, the Product, Documentation or Service will be deemed to be provided with "Restricted Rights" as defined in FAR 52.227-14(a) and FAR 52.227-14(g)(4) (Alt III), or DFARS 252.227-7014(a)(15) and DFARS 252.227-7014(b)(3), as applicable.

9. MISCELLANEOUS

a. Agreement. These Terms may only be modified by written amendment signed by both parties. Inconsistent or additional terms of Customer's purchase order are excluded regardless of Provider accepting the purchase order for payment purposes. If any Term is illegal, invalid, or unenforceable, the other Terms remain in full force and effect. Any Term that by its nature is intended to survive Agreement expiration or termination will survive.

b. Assignment. Customer may not assign any of its obligations, rights or remedies, in whole or in part, without Rocket's prior written approval in its sole discretion.

c. Force Majeure. Either party's performance failure due to a cause beyond its reasonable control and without its fault or negligence is not a breach of the Agreement, except Customer's failure to perform its payment obligations.

d. Governing Law. The laws of Massachusetts, USA, govern the Agreement, excluding conflict of law principles which would require application of the law of any other jurisdiction. Each party waives the right to jury trial for any legal action, 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 by any state, do not apply.

e. Compliance with Laws; Export. Customer must comply with U.S., foreign, and international laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, other anti-corruption laws, U.S. Export

Administration and Treasury Department's Office of Foreign Assets Control regulations, and other anti-boycott and import regulations. Customer agrees: (i) that the export, re-export, transfer, re-transfer, sale, supply, access to, or use of Products or Service to or in a country other than the country to which it was first provided or to, by, or for a different end user or end use may require a U.S. or other government license or other authorization; and (ii) not to, directly or indirectly, export, re-export, transfer, re-transfer, sell, supply, or allow access to or use of Products or Service to, in, by, or for sanctioned, embargoed, or prohibited countries, persons, or end uses under U.S. or other applicable law (collectively, "Prohibited Uses"). Customer is responsible for screening for Prohibited Uses and obtaining any required licenses or other authorizations and shall indemnify Rocket for any violation by Customer of any applicable export controls and/or economic sanctions laws and regulations. Provider may terminate Support Service immediately if Rocket determines, in its sole discretion, that Customer has breached, intends to breach, or insists upon breaching any of the provisions in this clause.

f. Language. The parties agree that the Terms and all related documents are in English.

g. No Agency. Each party is an independent contractor and may not commit any other party in any way without written authorization. The Terms do not create an employment, joint venture, partner, or agency relationship.

h. Notice. Notice or consent must be in writing signed by a party's authorized representative, sent to the address specified in writing by a party for notice. Notice must be sent by mail or overnight courier, with return receipt, and is effective 1 business day after being sent by overnight courier or 3 business days after being sent by mail.