

ROCKET SOFTWARE
END USER LICENSE AGREEMENT
UNIVERSAL EULA

Rocket Software, Inc. or its Affiliate ("Rocket" or "Licensor") standard End User License Agreement for Rocket's software licenses and related services purchased by the End User Customer ("End User Customer") is modified herein to comply with United States Federal requirements. End User Customer agrees that Rocket Software Products are licensed to End User Customer according to this modified End User License Agreement ("Universal EULA") dated and effective as of the date when End User Customer purchases and receives the Product(s). This Universal EULA is between Rocket and the End User Customer and sets forth the terms and conditions under which Rocket will license the Product(s) and provide maintenance and support services. Capitalized terms in this Universal EULA that are not defined herein shall have the meaning set forth in [Section 14](#) below. Any conflict between Rocket's EULA and this Universal EULA shall be controlled by the terms of this Universal EULA to the maximum extent allowed by applicable Federal law.

A. **Applicability.** This Universal EULA applies to any order placed for Rocket's Product(s) or related services by an End User Customer which is defined as the legal entity who has purchased the Rocket licensed Product and is: (i) a U.S. Government federal agency or organization; or (ii) a purchasing agent authorized by a U.S. Government federal agency or organization to purchase on behalf of and solely for the benefit of the U.S. Government federal agency or organization as evidenced by a written authorization letter from the U.S. Government federal agency or organization. This Universal EULA does not apply to any individual person or to any organization that is a commercial entity or not authorized to purchase in accordance with [Subsections A \(i\) or A\(ii\)](#) above.

B. **Contracting Authority.** Except as authorized under FAR 1.601(a) and 43.102, all provisions in this Universal EULA which would allow any individual to bind the U.S. Government to the terms of this Universal EULA or any modifications thereto are hereby deleted. Such provisions include the ability of the Rocket to unilaterally modify the terms of this Universal EULA and any requirement to accept terms by means of use, download, or click-through agreements which conflict with this Universal EULA. End User Customer agrees that when an authorized contracting officer of the End User Customer places an order for the Rocket Product(s), this Universal EULA in effect at the time shall be legally binding on the End User Customer. If an End User Customer receives Rocket Product(s) through an order that is not authorized by the End User Customer's authorized contracting officer or End User Customer fails to acknowledge that this Universal EULA is binding on End User Customer, End User Customer shall not be deemed to have any license right to the Rocket Product(s) and Rocket reserves all rights, remedies, and enforcement actions and venues available under applicable federal law.

1. LICENSE

1.1 Installation and use of the Products shall be in accordance with this Universal EULA, unless an End User Customer determines that it requires different terms of use and Rocket agrees in writing to such terms.

Rocket grants to End User Customer a personal, non-exclusive Measured License for each Product in object code form, along with related Documentation. End User Customer may make one copy of the Product 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 or an Authorized Reseller. End User Customer may duplicate Documentation for internal use only provided all proprietary markings and legends are retained.

1.2 Only End User Customer shall have the right to use the Product(s) solely for its own internal use and benefit.

1.3 End User Customer shall not:

(i) Copy, transfer, sublicense, assign or deliver Product(s) to another company or provide or otherwise make Product(s) available to anyone other than End User Customer's employees or do processing for the benefit of any entity other than as stated above (each, an "Expanded Usage Right") unless End User Customer shall have obtained Rocket's prior written consent and paid the applicable fees for each Expanded Usage Right. For clarity, 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 End User Customer of applicable fees, shall be required or End User Customer's license right shall terminate. Contractors, consultants, , outsourcing firms, and all such similar third parties are specifically excluded from the scope of End User Customer's authorized users; temporary employees that are individually hired and paid directly by End User Customer, however, shall be included in the scope of End User Customer's authorized users.

(ii) Transfer or use a Product or Documentation to or in a country other than that to which Rocket first provides it;

- (iii) Use a Product except as specified in the Documentation;
- (iv) Translate, modify or make derivative works of a Product or Documentation;
- (v) Reverse engineer, decompile, disassemble or interpret a Product;
- (vi) Exceed the time period for the License or use a Product in excess of the Measured License which End User Customer purchased;
- (vii) Use a Product in production if provided under a testing, evaluation, development or other non-production License;
- (viii) Alter a Product's copyright or other intellectual property rights notices;
- (ix) Infringe or misappropriate Rocket's or its licensors' Intellectual Property.

1.4 Additional licensing definitions, explanations and clarifications are attached hereto as Attachment A and are binding on End User Customer as if contained in this Universal EULA, provided that, any conflict between this Universal EULA and the Additional Licensing Terms, the terms of this Universal EULA shall control to the maximum extent allowed by applicable Federal law.

1.5 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. Subject to Section 3.5 below, if there are additional fees required for End User Customer to remain in compliance with its license grant, End User Customer will pay such fee upon receipt of invoice from Rocket or an Authorized Reseller, as applicable. If End User Customer has a maintenance subscription for its licenses, End User Customer will be charged a pro-rated maintenance fee as quoted by Rocket (or its Authorized Reseller) or as otherwise made available to End User Customer..

1.6 Rocket may terminate a License by written notice in accordance with the Contract Disputes Act (i) if End User Customer infringes or misappropriates Rocket's or its licensors' Intellectual Property or fails to comply with the License Terms; (ii) as specified in the Warranty Terms; and (iii) if End User Customer materially breaches the EULA, subject to any specified cure period. Upon termination End User Customer will immediately return or destroy all Product(s) and, upon Rocket's request, provide written certification of such destruction.

2. SUPPORT SERVICES

2.1 Rocket will provide Support Services purchased by End User Customer from Rocket, or an Authorized Reseller, according to Rocket's current standard policies and procedures as revised from time to time attached hereto as Attachment B. Rocket's standard Support Services generally include (i) commercially reasonable efforts to resolve problems or bugs in the Product which 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.

2.2 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, and any other problem that is not directly caused by Rocket or the Product.

2.3 All requests for Maintenance shall provide details sufficient to diagnose or reproduce said failure. With respect to the foregoing, any modification or attempted modification of the Products by End User Customer not in accordance with the Documentation supplied by Rocket, 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 (6) months of the current release's availability shall void the obligations of Rocket under this section unless End User Customer has obtained prior written authorization from Rocket permitting such modification, attempted modifications or failure to implement.

2.4 The initial Support Period begins on the Product Delivery date, unless a different Support Period is agreed between the parties. The Support Period will renew for subsequent Support Periods upon End User Customer's purchase of a subsequent Support Period in accordance with this Universal EULA. Rocket may suspend or terminate Support Service upon written notice if End User Customer breaches its obligations under this EULA. Upon termination of Support Service, End User Customer will, at Rocket's direction, return or destroy any Rocket Confidential Information, Documentation, and other Rocket materials. End User Customer will immediately pay Rocket or the Authorized Reseller, as applicable, all fees accrued as of the termination date.

2.5. If End User Customer elects to renew Support Services for less than its originally-licensed quantity(ies) of the Product(s), then the annual cost of the associated Support Services shall be recalculated to be twenty percent (20%), or as otherwise agreed, of the then-current list price for the Product(s) covered under the Support Services post-renewal. Should End User Customer initially contract with Rocket for Support Services as part of an offering for the Product(s) 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 in order to retain the discounted price levels.

3. FEES AND PAYMENT

3.1 End User Customer will pay to Rocket, or an Authorized Reseller as applicable, the Product Fees. End User Customer is responsible for customs clearance and paying any customs duties and import fees, as applicable.

3.2 Support Service Fees for the initial Support Period shall be included with the purchase of a Product License. If End User Customer's Support Services lapse at any time, renewal will be subject to Rocket's re-instatement policies and fees.

3.3 Unless specified otherwise by Rocket in writing, End User Customer's payment to Rocket is due within 30 days from receipt date of Rocket's invoice. Late payment is a material breach of End User Customer's obligation, upon which Rocket may suspend Product Delivery and Service performance in accordance with the Contract Disputes Act. End User Customer must notify Rocket in writing of any disputed invoice within a reasonable period of time. If End User Customer orders Rocket's Product(s) or Services from an Authorized Reseller, then pricing and payment of the Product fee(s) and any related Service fees for that transaction shall be between End User Customer and the Authorized Reseller.

3.4 Taxes. Product and Service Fees are exclusive of tax. Rocket is responsible for any taxes based on its own income and its personnel. Rocket (or the Authorized Reseller, as applicable) shall state separately on invoices taxes excluded from the Fees, and the End User Customer agrees either to pay the amount of the taxes (based on the current value of the Products or Services) or provide evidence necessary to sustain an exemption, in accordance with 529.302. If End User Customer is exempt by applicable law from paying sales, use or other taxes, then such exemption shall apply in accordance with applicable law.

3.5 Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B), the U.S. Government does not agree to pay any future costs or fees under this Universal EULA. Any provisions of this Universal EULA obligating the U.S. Government to pay future costs, fees, or damages, or to otherwise expend unappropriated funds, are hereby deleted unless imposed pursuant to a claim under the Contracts Dispute Act of 1978, as amended (41 U.S.C. §§ 7101-7109) or other applicable Federal law. Any provisions of this Universal EULA providing for automatic renewal absent some action by the U.S. Government are hereby deleted.

4. WARRANTIES

4.1 Rocket warrants that at the time of initial delivery and for a period of 90 days thereafter ("Warranty Period"), Product will perform substantially according to Rocket's current published technical specifications on the Product Delivery date, when used according to the Documentation. End User Customer must provide a written Product Warranty claim to Rocket within 90 days of the Delivery date. End User Customer must provide remote or local access to the Product if required by Rocket to perform Product Warranty service. Rocket will repair or replace a Product not conforming to the Product Warranty or, at its option, refund the part of the Product Fees paid for the Product that does not conform, and terminate the Product License. Upon License termination, End User Customer will cease using the Product and will remove the Product from its computer systems.

4.2 Rocket warrants that Support Services will be performed in a commercially reasonable manner consistent with general industry standards that apply to similar services. End User Customer must provide a written Service Warranty claim to Rocket within 15 days after the date Rocket provided the Service.

4.3 Product Warranty or Support Service Warranty does not cover problems caused by (i) misuse, alteration, neglect, unauthorized repair or installation, or acts or omissions of any party other than Rocket; (ii) an error or defect in End User Customer's hardware, software, networks, or systems; or (iii) End User Customer not using Product according to Rocket's current published technical specifications. EXCEPT AS SET FORTH IN SECTIONS 4.1 AND 4.2 ABOVE, ROCKET, ITS AFFILIATES AND LICENSORS 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, OR (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. (iii) ALL ERRORS OR DEFECTS WILL BE CORRECTED. THIS SECTION 5 DESCRIBES ROCKET'S SOLE LIABILITY AND END USER CUSTOMER'S SOLE REMEDY FOR A PRODUCT OR SUPPORT SERVICE WARRANTY CLAIM.

5. INTELLECTUAL PROPERTY OWNERSHIP

5.1 Rocket, its Affiliates or licensors own and retain all right, title and interest in all Intellectual Property in Products, Services, Documentation, (except as otherwise specified herein), 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'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.

6. CONFIDENTIALITY

6.1 For the duration of this Universal EULA, each party may supply to the other Confidential Information. Whether or not disclosed orally or marked as confidential, Confidential Information includes the Products, Deliverables, and Services; either party's non-public data, Intellectual Property, and Rocket's proposals, specifications, manuals, product roadmaps, financial data, pricing (excluding pricing authorized by Rocket for publication in a public site), and results of benchmark tests. The Confidential Information will, until it is no longer confidential, be kept confidential by the Receiving Party using the same standard of care that the Receiving Party uses to protect its own information of a similar nature, but not less than reasonable care, and will not be used by the Receiving Party outside the scope of this Universal EULA. Confidential Information shall not include any information which: (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 confidentiality; (iii) is independently developed by the Receiving Party without reference to any confidential information of the 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 Confidential Information shall remain the property of the original owner. Receiving Party must 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.

Notwithstanding the foregoing paragraph, Rocket agrees that this Universal EULA contains no confidential or proprietary information and acknowledges that this Universal EULA may be made available to the public. Except for Rocket's Product(s) and Documentation included with the Product(s), of which Rocket deems as proprietary and confidential, the End User Customer shall not be prohibited from disclosing the terms of this Universal EULA, as required by law, including the Freedom of Information Act.

6.2 Each party will use best efforts to prevent disclosure to the other party of any personally identifiable information (PII) regarding its employees or customer(s).

6.3 Upon notice from the Disclosing Party or upon termination of this Universal EULA for any reason, the Receiving Party will return to the Disclosing Party all Confidential Information of Disclosing Party which is in tangible form (or, where a delivery is not possible, will destroy such Confidential Information and 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 Universal 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 Confidentiality provision.

6.4 Advertisements and Endorsements. Any provisions allowing Rocket to use the name or logo of any End User Customer to advertise or to imply an endorsement of Rocket's products or services are hereby deleted. Unless specifically authorized by an End User Customer, such use of the name or logo of any U.S. Government entity is prohibited.

7. INTELLECTUAL PROPERTY INDEMNIFICATION

7.1 By Rocket

a.1 Rocket will have the right to intervene to defend, at its expense, a third-party legal action, suit or proceeding against End User Customer ("Claim") to the extent that a Product, or a Deliverable that is a Product proprietary derivative work, as delivered by Rocket to End User Customer ("Indemnified Product") directly infringes a valid patent or copyright of the country where the End User Customer is using the Product. Rocket will indemnify End User Customer for any judgment finally awarded against End User Customer or settlement agreed by Rocket for such Claim to the extent of the Indemnified Product's infringement, provided (1) 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, (2) Rocket has sole control over the defense or settlement, and (3) End User Customer fully cooperates with Rocket, providing all documents and information in End User Customer's possession relevant to the Claim, and End User Customer makes personnel available to testify or consult with Rocket.

a.2 Notwithstanding the provisions in Section 7.1(a.1) above, any conflict between Section 7.1(a.1) and this Section 7.1(a.2) shall be controlled by the terms of this Section 7.1(a.2) to the maximum extent allowed by applicable Federal law. As such, Rocket agrees it cannot assume responsibility for or control of the litigation or any settlement negotiations, provided that End User Customer (i) agrees that any litigation or settlement negotiation shall not bind Rocket to the final outcome of any such litigation or settlement; (ii) shall not impair Rocket's own rights, defenses, or claims against the claimant or the rights of Rocket's other licensees, (iii) shall not have the right to settle any claim, make any admissions of fault, or waive any defenses on behalf of Rocket; (v) shall not take any action or enter any settlement or agreement that would adversely impact Rocket's ownership and title to its Intellectual Property; and (vi) shall in good faith reasonably cooperate and consult with Rocket during the course of settlement negotiations and prosecution of the claim and shall afford Rocket free access to all communications and documentations with all parties, witnesses, and judicial or administrative body(ies) associated with such claim upon Rocket's request. Rocket shall have the right to intervene in a proceeding described by this paragraph at its own expense through counsel of its choice. Except for Section 5.1 above, any contrary provisions in this Universal EULA are hereby deleted. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

b. 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, (1) acquire the right for End User Customer to continue using the Indemnified Product, (2) replace or modify the Indemnified Product or create a workaround so that the Indemnified Product is functionally equivalent and non-infringing, or (3) terminate the License for the Indemnified Product and give End User Customer a credit for the Product 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.

c. Rocket is not obligated or liable for a Claim due to: (1) use of an Indemnified Product not according to the Universal EULA and Documentation, (2) 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, (3) any products, equipment, software, or data not supplied by Rocket, (4) use of an Indemnified Product combined with any other products, equipment, software, or data not supplied by Rocket if infringement would not occur without the combination, (5) a release 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, (6) End User Customer's designs, instructions, plans or specifications, or (7) 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 No Indemnification By End User Customer. In compliance with the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B), an officer or employee of the U.S. Government may not involve the U.S. Government in a contract or obligation for the payment of money before an appropriation is made unless authorized by law. Any contrary provision in the Universal EULA is deleted to the extent required by applicable law. This provision is not a waiver of Rocket's rights to seek other remedies authorized by applicable U.S. Federal law.

7.3 Reserved.

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

8. LIMITATION OF LIABILITY

8.1 ROCKET, 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.

8.2 EXCEPT FOR A CLAIM FOR INFRINGEMENT UNDER SECTION 7, 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 PRODUCT OR SERVICE 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. 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. ROCKET'S FAILURE TO EXERCISE A RIGHT OR REMEDY IS NOT A WAIVER. THE FOREGOING 12 MONTH LIMITATION IN THIS SECTION 8.3 SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S GROSS NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY LAW.

9. VERIFICATION AND AUDIT

9.1 Upon Rocket's request, but not more frequently than annually for the same Product(s) without reasonable cause, End User Customer shall furnish Rocket with a signed statement (the "Verification Statement") verifying that the Product(s) are being used pursuant to the provisions of this Universal EULA. End User Customer agrees to provide the Verification Statement within fifteen (15) days of Rocket's written request. End User Customer's Verification Statement shall include all relevant details of End User Customer's installation and/or usage of the Product(s) including but not limited to (i) the location, model, and serial number of any and all equipment on which the Product(s) are currently or previously installed and/or used, (ii) the total number of users, and where applicable the total number of concurrent users, who had access to the Product(s) in the prior year—inclusive of the name of, geographical location of, and period of available access for each user, and (iii) for any Products that are subject to capacity, sub-capacity, or session restrictions, the peak and average usage of MIPS/ MSUs/CPCs (sometimes referred to as "CPUs")/ sessions or other applicable licensing metric in the prior year, as appropriate to the Product(s) in scope of the review. Should Rocket have questions about the information provided in, or missing from, the Verification Statement, End User Customer agrees to cooperate with Rocket, including by providing additional information to Rocket, to complete Rocket's full understanding of the Product(s) installation and/or use. For software licensed for mainframe systems, End User Customer shall provide copies of the Sub Capacity Reporting Tool ("SCRT"), Resource Management Facility ("RMF") Partition Data Report, and/or other such system reports as Rocket requests covering the previous year of mainframe usage. For Products licensed by sessions, if requested by Rocket, End User Customer shall provide copies of applicable log files.

9.2 In addition to or in place of the Verification Statement, at Rocket's option, Rocket may audit End User Customer's installation and/or use of the Product(s) (a) upon reasonable written notice but not more frequently than annually for the same Product(s) without reasonable cause (the "Audit") and (b) provided Rocket adheres to reasonable security measures, including any requirements for personnel to be cleared prior to accessing sensitive facilities if clearances are normally required for such access... Audit procedures shall be determined by Rocket based on the Product(s) in scope of such a review. Audits may be conducted remotely with End User Customer's cooperation, on site at End User Customer's office(s), or a combination of both. End User Customer shall provide reasonable and timely access to the historical records, computer systems, and End User Customer employees needed to assess End User Customer's compliance with this Universal EULA. Unless agreed otherwise between Rocket and End User Customer, Audit procedures shall be conducted during normal business hours and in a manner to not unduly disrupt End User Customer's business. At Rocket's option, Rocket or a third-party auditing firm operating under a non-disclosure agreement with both Rocket and the End User Customer, may conduct the Audit. Rocket shall bear its costs to conduct an Audit, inclusive of fees payable to a third-party.

9.3 Subject to Section 3.5 above, should the Verification Statement or Audit reveal an underpayment and/or non-payment of fees by End User Customer, End User Customer shall pay the following fees within fifteen (15) days of written notification 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, for the Product(s) (the “New License Fees”), (ii) incremental Maintenance fees of the New License Fees for the period from the first date of installation of the license(s) in question through one year subsequent to the Resolution Date (the “Incremental Maintenance Fees”), and (ii) any applicable tax(es) on the foregoing fees. If Customer purchased the initial Licenses from an Authorized Rocket Reseller, then such fees may be invoiced by and paid to such Authorized Rocket Reseller, as applicable.

10. RELIEF

10.1 Any disputes between Rocket and the End User Customer relating to this Universal EULA shall be resolved in accordance with the Contract Disputes Act of 1978, as amended (41 U.S.C. §§ 7101-7109). End User Customer expressly acknowledges that Rocket shall have standing to bring a claim to enforce Rocket’s rights under this Universal EULA provided such claim is brought in a forum and venue allowed by applicable U.S. Federal law.

10.2 To the extent the following provision does not violate the U.S. Government’s sovereign immunity or is in violation of an applicable federal law, End User Customer’s failure to comply with the License or Confidentiality terms of the Universal EULA 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 (a) 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, (b) no finding of irreparable harm or other condition to injunctive relief is required, (c) if equitable relief is granted, End User Customer will pay Rocket’s reasonable expenses and attorney fees, in addition to any other relief granted. Rocket shall have the right to pursue all remedies at law and in equity for such a breach. Nothing in this paragraph shall prevent Rocket from filing a claim or limit damages under the Contract Disputes Act of 1978, as amended (41 USC §§7101-7109).

11. INFORMATION SECURITY AND PRIVACY

11.1 Rocket has designed and implemented an information security program consistent with generally-accepted industry standards which has been and will continue to be reviewed annually by its executive management. Rocket will continue to oversee its further development for the duration of this Universal EULA so that it (i) ensures the confidentiality, integrity, and availability of its network and systems; (ii) protects against unauthorized access, anticipated threats or hazards; (iii) ensures the proper disposal of information and hardware; and (iv) has in place, and ensures its third-party supplier(s) also have in place, similarly protective network infrastructure, physical and electronic security procedures and controls.

12. U.S. GOVERNMENT USERS

12.1 Products, Documentation, Deliverables, and Services 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 Rocket Products, Documentation, Deliverables, and Services 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 Universal EULA. Use of Products, Documentation, Deliverables, and Services is agreement by the U.S. Government that Products, Documentation, Deliverables, and Services include “commercial computer software” and “commercial computer software documentation” and is acceptance of the rights and restrictions in the Universal EULA. If for any reason a Product, Documentation, Deliverables, or Service is not considered commercial or the Universal EULA terms are otherwise deemed not to apply, the Product, Documentation, Deliverables, 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.

13. MISCELLANEOUS

13.1 The Universal EULA supersedes all other oral or written terms, proposals, or representations in effect between the parties regarding Rocket Products and Services. This Universal EULA may only be modified by a written amendment signed by both parties. Inconsistent terms on End User Customer’s Purchase Order are excluded regardless of whether Rocket accepts the Purchase Order for payment purposes. If any term of this Universal EULA is held to be illegal, invalid, or unenforceable, the other terms remain in full force and effect. Any term that is intended to survive the termination of the Universal EULA will survive.

13.2 End User Customer may not assign Universal EULA or its Licenses, or any of its obligations, rights or remedies, in whole or in part, without Rocket's prior written approval in its sole discretion.

13.3 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.

13.4 Rocket and End User Customer will comply with applicable U.S., foreign, and international laws and regulations. End User Customer agrees: (i) that the export, re-export, transfer, re-transfer, sale, supply, access to, or use of the Products, Deliverables or Services, to or in a country other than the country in which the Product, Deliverables 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; and (ii) not to, directly or indirectly, export, re-export, transfer, re-transfer, sell, supply, or allow access to or use of the Products, Deliverables 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. Rocket may terminate this Universal EULA and Licenses immediately if End User Customer breaches any of the provisions in this clause.

13.5 The parties agree that the Universal 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.

13.6 Each party is an independent contractor and may not commit the other party without written authorization. This Universal EULA does not create an employment, joint venture, partner, or agency relationship.

13.7 Choice of Law; Jurisdiction; Venue. This Universal EULA shall be governed by the Federal laws of the United States. Any provisions in this Universal EULA stating that this Universal EULA shall only be governed by the law of any particular U.S. state, U.S. territory or district, or foreign nation are deleted.

14. DEFINITIONS

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

Authorized Rocket Reseller means an entity authorized by Rocket to resell Rocket Products and Services.

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.

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.

Day means calendar day unless specified as business day.

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

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 and which are provided to End User Customer electronically or physically.

End User Customer means the legal entity who has purchased and receives the Rocket licensed Product.

Enterprise License means a Measured License limited to the use required within a certain business unit or corporate entity measured as of the Delivery date.

Fee means the price for a Product or Service.



Rocket Software Global Headquarters

📍 77 Fourth Avenue
Waltham, MA 02451 USA
📞 US: +1 781 577 4323

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 and/or common law.

License means End User Customer's non-exclusive, non-transferable right to use the licensed Products, Services, Deliverables or materials for its own internal business operations, according to the Documentation, and subject to the Universal EULA's restrictions.

Measured License means a License for the time period, number and type of Users, transactions, copies, seats, millions of instructions per second (MIPS) or other quantity or measure specified for each Product.

Named User means an individual identified User authorized to use a Product or Service. A new Named User may replace a prior Named User.

Products means Rocket proprietary licensed software products.

Product Warranty means Rocket's limited warranty for Products.

Purchase Order means End User Customer's order document provided to Rocket, or an Authorized Rocket Reseller, as applicable, to confirm purchase of Products or Services.

Receiving Party means a party receiving the other party's Confidential Information.

Service(s) means Support Services.

Service Warranty means Rocket's limited warranty specified for Support Services.

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

Support Service(s) means Rocket's current standard maintenance and support services, policies and procedures for Products.

Use of a Product shall include but not be limited to i) downloading, installing, or copying any portion of the Product—including 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 related to the Product, or vi) managing or maintaining the Product on the certain designated equipment.

User means a Named User or Concurrent User employed by and authorized by End User Customer to use a Product or Service for End User Customer's internal business purposes.

Attachment A
Rocket Software Additional Licensing Terms

THE FOLLOWING DEFINITIONS AND CLARIFICATIONS APPLY TO ALL SOFTWARE LICENSES GRANTED BY ROCKET SOFTWARE OR ONE OF ITS AFFILIATES:

DEFINITIONS

“Perpetual License” is a license whose term is perpetual, meaning that the duration is indefinite for so long as this Agreement is in force. Except as otherwise stated and until such time that End User Customer advises Rocket that End User Customer no longer utilizes the Product(s), and provided that End User Customer continues to pay applicable Maintenance fees, unless cancelled in accordance with this Agreement, Rocket shall make license keys or passwords available to End User Customer for so long as this Agreement remains in force. If a license key expires, Rocket will make available a renewal license key approximately one (1) 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 Maintenance Term, and provided all fees due under this Agreement, including any applicable License Upgrade Fees, are paid in full, End User Customer may elect to cancel Maintenance and retain the right to use the Product(s) in accordance with the terms and conditions of the applicable End User License Agreement. If End User Customer elects to cancel Maintenance, End User Customer shall notify Rocket in writing at least ninety (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 this Agreement or which have been paid, and (ii) shall not be entitled to receive any rights provided for in the Agreement related to Maintenance including End User Customer Support Desk, error corrections, enhancements, improvements and updates. End User Customer may elect to reinstate Maintenance by paying all Maintenance fees that would have been due had End User Customer not canceled Maintenance, in addition to the Maintenance Fee for the then-current Maintenance period, plus a reinstatement fee.

“Server” is a discrete instance of a networked computer running a specific operating system at the location set forth on a Product quote or Order Form on which End User Customer has installed and/ or runs the Product(s). A Server may be a physical machine or a virtual machine. Except as otherwise expressly provided, 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 Product(s) from a given machine, End User Customer may reassign that Server license to another machine at the location(s) on a Product quote or Order Form, but no more frequently than once every thirty (30) days.

“Subscription License” is a license whose term is set for a specific period of time on a Product quote or Order Form. Once the term expires, the End User Customer has no further rights to use the Product(s). Subscription Licenses include Maintenance and Support as part of the Subscription License Fee.

“UOM” stands for Unit of Measure and is the basis for how certain mainframe software is 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 software.

MAINFRAME PRODUCTS CAPACITY LICENSING AND VERIFICATION OF CAPACITY:

IF END USER CUSTOMER LICENSES MAINFRAME SOFTWARE FOR WHICH THE UNIT OF MEASURE IS MIPS/ MSU/ GROUP/ SITE TOTAL CAPACITY LICENSES, THEN THE FOLLOWING CLARIFICATION APPLIES:

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

IF END USER CUSTOMER LICENSES MAINFRAME SOFTWARE ON A HARD-CAP SUB-CAPACITY LPAR BASIS, THEN THE FOLLOWING CLARIFICATION APPLIES:

End User Customer may install the Product(s) on one or more mainframe logical partitions (“LPAR”), on one or more Central Processor Complex(es) (“CPC”, sometimes referred to as a “CPU”) as specified on the Order Form at the location on the Order Form provided that the combined capacity of all LPARs on which the Licensed Product(s) 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 an 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 fifteen (15) minutes. For the avoidance of doubt, peak capacity utilization is not measured on a rolling-average basis.

IF END USER CUSTOMER LICENSES MAINFRAME SOFTWARE ON A SUB-CAPACITY LPAR BASIS THEN THE FOLLOWING CLARIFICATION APPLIES:

End User Customer may install the Product(s) on one or more mainframe logical partitions ("LPAR") on one or more Computer Processing Complex ("CPC", sometimes referred to as a "CPU") as set forth on the Order Form at the location set forth on the Order Form provided that the combined capacity of all LPARs on which the Product(s) 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 an Order Form 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 a synchronous basis via the Resource Management Facility ("RMF") Partition Data Reports.

IF END USER CUSTOMER LICENSES MAINFRAME SOFTWARE ON EITHER A SOFT-CAP OR A 4HRA BASIS, OR ON A GROUP CAP OR ON A SUB-CAPACITY LPAR BASIS, THEN THE FOLLOWING CLARIFICATION APPLIES:

End User Customer may install the Product(s) on one or more mainframe logical partitions ("LPAR") on one or more Central Processor Complex(es) ("CPC", sometimes referred to as a "CPU") as specified on the Order Form at the location on the Order Form provided that the combined capacity of all LPARs on which the Product(s) 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 an 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 but not limited to the following (collectively, the "Capacity Utilization Reporting"):

- model number, capacity setting, and serial number of each CPC on which the Product(s) is installed, may be run, and/ or that benefit from the use of the Product(s)—including 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 Product(s) is installed, may be run, and/ or that benefit from the operation of the Product(s)
- RMF reports—or equivalent if IBM changes the mainframe reporting tools in the future—for the prior twelve (12) months for each CPC run with the following parameters:
 - Interval values set to no longer than fifteen (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: Please output the RMF report(s) as Text from the z/OS system directly into a .txt file. It is necessary to retain the ASA Characters in the report(s). Please do not copy the output/ report(s) into any other file format prior to returning the information to Rocket.
- the prior twelve (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 but not limited 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:
[Gartner's rating of the total MIPS capacity of the subject CPC] ÷ [IBM's rating of the total MSU capacity of the subject CPC] × [reported MSU capacity or utilization] = [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 or Product Schedule and/ or ii) convert or intend to convert the mainframe capacity license type specified on an Order Form or Product Schedule, 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 ten percent (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 Maintenance fee ("Additional Annual Maintenance Fee") shall be calculated as twenty percent (20%) of the License Upgrade Fee. The Additional Annual Maintenance 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 Maintenance period) and the sum of the Additional Annual Maintenance Fee and the original Annual Maintenance Fee shall be due for each annual Maintenance period thereafter.

Notwithstanding the foregoing, if the End User Customer has not obtained funding to pay for the License Upgrade Fee, then End User Customer shall cease use of any portion of the licensed Product which exceeds the paid capacity until such time End User Customer has paid the License Upgrade Fee.

FOR END USER CUSTOMERS WHO REQUIRE CAPACITY ON DEMAND LICENSE RIGHTS, THE FOLLOWING PROVISION SHALL APPLY:

If End User Customer requires additional capacity on demand ("CoD") for the Product(s) for a period of ninety (90) days or less per annum, End User Customer may license said additional capacity at a rate to be quoted by Rocket (or by an Authorized Reseller) for each individual Product per day of usage at the higher capacity (the "CoD Fee"). This CoD Fee covers both the incremental license and Maintenance 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 (10) 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 (6) month period.

If the Capacity Utilization Reporting identifies usage in excess of the capacity limits set forth on an Order Form, the End User Customer shall pay Rocket for the excess capacity. Notwithstanding the foregoing, if End User Customer has not obtained funding to pay for the excess capacity, then End User Customer shall cease use of any portion of the licensed Product which exceeds the paid capacity until such time End User Customer has paid for such excess capacity.

BUSINESS CONTINUITY ("BC") LICENSING:

FOR ALL BUSINESS CONTINUITY 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 BUSINESS CONTINUITY LICENSE, THE FOLLOWING TERMS SHALL APPLY:

End User Customer may make a reasonable number of non-executable backup copies of the Product(s) 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 Product(s) 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 Product(s). For the duration of this Agreement, End User Customer is also authorized to utilize the Product(s) on disaster recovery equipment at a disaster recovery location at such time that the End User Customer's original equipment becomes temporarily inoperable due to a Disaster Event and until operable status is restored to the original equipment. End User Customer may only install—including but not limited to via a manual process, an automated copying routine, replication, or mirroring—the Product(s) on the disaster recovery equipment after a Disaster Event has occurred that renders the original equipment inoperable, and must completely de-install the Product(s) from the disaster recovery equipment once the original equipment is restored to operation. End User Customer may not use the Product(s) for any disaster recovery testing. Upon request from End User Customer, Rocket shall provide temporary

license keys for the Product(s) to run on the disaster recovery equipment only at the time of a Disaster Event. All rights and limitations apply to use of the Product(s) during disaster recovery processing.

IF END USER CUSTOMER IS LICENSING A BUSINESS CONTINUITY LEVEL 1 LICENSE, THE FOLLOWING TERMS SHALL APPLY:

Level 1: End User Customer is authorized to install the Business Continuity Product(s) ("BC Products") on the equipment ("BC Equipment") and at the location set forth on an Order Form or Product Schedule, subject to the license type and quantity limitations specified above—which must align with the license capacity intended to be used during business continuity testing. Rocket shall provide a one-year license key for the BC Product(s) to run on the BC Equipment as of the Effective Date and provide annual renewal license keys for the duration of End User Customer's Agreement. End User Customer may utilize the BC Product(s) for production purposes at such time that the original equipment becomes temporarily inoperable due to a Disaster Event and until operable status is restored to the original equipment. End User Customer may replicate data—inclusive of the Product(s)—from the original equipment to the BC Equipment. End User Customer may utilize the BC Product(s) for a total of thirty (30) days per annum in order to conduct business continuity 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 Product(s) under such testing, except in the case of a Disaster Event. All testing beyond business continuity testing requires a separate license to be purchased from Rocket (or from an Authorized Reseller). The cost of license entitlement increases for the BC Product(s) shall be calculated in the same manner as the corresponding Product(s), but with applicable Level 1 discounts.

IF END USER CUSTOMER IS LICENSING A BUSINESS CONTINUITY LEVEL 2 LICENSE, THE FOLLOWING TERMS SHALL APPLY:

Level 2: End User Customer is authorized to install the BC Product(s) on the BC Equipment at the location set forth on a Product Schedule or Order Form, subject to the license type and quantity limitations specified above—which must align with the license capacity intended to be used during business continuity testing. Rocket shall provide license keys for the BC Product(s). End User Customer may utilize the BC Product(s) for production purposes at such time that End User Customer's original equipment becomes temporarily inoperable for any reason and until operable status is restored to the original equipment. Not more frequently than every (thirty) 30 days, End User Customer may swap the production workload(s) between the original 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 Product(s)—from the original equipment to the BC Equipment at any frequency desired. End User Customer may utilize the BC Product(s) without time limitations in order to conduct business continuity 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 business continuity testing requires a separate license to be purchased from Rocket (or from an Authorized Reseller). The cost of license entitlement increases for the BC Product(s) shall be calculated in the same manner as the corresponding Product(s), but with applicable Level 2 discounts.

ADDITIONAL TERMS:

IF END USER CUSTOMER IS LICENSING A FIELD DEVELOPED INTERFACE WITHOUT PURCHASING INSTALLATION SERVICES, THE FOLLOWING TERMS SHALL APPLY:

The Field Developed Interface(s) ("FDI") licensed in this Agreement are provided "as is" and the terms of the Warranty and Maintenance Services sections of the Agreement do not apply. Subject to the payment of the FDI Support Fee, which is the annual fee for support of the FDI, Rocket shall provide support services for the FDI(s). FDI(s) may or may not become Generally Available Rocket product components. Rocket shall own all proprietary and intellectual property rights in all FDI(s).

IF END USER CUSTOMER IS LICENSING A MOBIUS PRODUCT, THE FOLLOWING TERMS SHALL APPLY:

Certain Product(s) 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 Product(s) 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 Product(s) itself. End User Customer shall have no limit of liability under this Agreement related to violating this restriction.

IF END USER CUSTOMER IS LICENSING A ROCKET MULTI-VALUE PRODUCT, THE FOLLOWING TERMS SHALL APPLY:

Rocket will provide the MV Handbook to End User Customer, as applicable, which specifies the program process and procedures.

Attachment B**Rocket Software Support**

(Version 6.2 2022-12-05 RTS-0500–UG-1)

Notices**Copyright**

© Rocket Software, Inc., or its affiliates 2010–2023. All Rights Reserved.

Trademarks

Rocket is a registered trademark of Rocket Software, Inc. For a list of Rocket registered trademarks, go to: www.rocketsoftware.com/about/legal. All other products or services mentioned in this document may be covered by the trademarks, service marks, or product names of their respective owners.

Examples

This information might contain examples of data and reports. This may include the names of individuals, companies, brands, and products. All these names are fictitious, and any similarity to the names and addresses used by an actual business enterprise is entirely coincidental.

License Agreement

This software and the associated documentation are proprietary and confidential to Rocket Software, Inc., or its affiliates, are furnished under license, and may be used and copied only in accordance with the terms of such license.

Note: This product may contain encryption technology. Many countries prohibit or restrict the use, import, or export of encryption technologies, and current use, import, and export regulations should be followed when exporting this product.

Corporate Information

Rocket Software, Inc. develops enterprise infrastructure products in four key areas: storage, networks, and compliance; database servers and tools; business information and analytics; and application development, integration, and modernization.

Website: www.rocketsoftware.com

Rocket Global Headquarters

77 4th Avenue, Suite 100
Waltham, MA 02451-1468 USA

Telephone: To contact Rocket Software by telephone for any reason, including obtaining pre-sales information and technical support in the United States, use the following toll-free telephone number: United States 1-855-577-4323

For other locations, contact Rocket Support.

Rocket Technical Support Overview

Rocket Software provides technical assistance through teams of specialists who are dedicated to the various Rocket Software brands and products. These teams comprise the Rocket Technical Support organization and support a large array of customers ranging from banks, governmental agencies, major retailers, small and medium-sized businesses, and more. When you purchase products from Rocket Software, the Rocket Technical Support organization is here to ensure your success.

The Rocket Commitment to Service

Rocket Software values you as a customer and partner. We are dedicated to ensuring that every issue you bring to our attention is resolved to your satisfaction in a timely manner. Our goal is to provide you with a productive, informative, and positive experience by offering:

- Rapid 24x7 response for high-impact issues
- Timely response and resolution for all inquiries
- Technical expertise and professional courtesy



Rocket Software Global Headquarters

📍 77 Fourth Avenue
Waltham, MA 02451 USA
☎ US: +1 781 577 4323

Rocket Customer Support Organization

We are a unified, global team of support professionals dedicated to maximizing your success. We strive to ensure you have access to the appropriate expertise whenever you need it—no matter your location. Our support professionals are skilled, motivated, and eager to resolve issues and answer questions. Our goal is to deliver satisfaction by:

- Promptly responding to your requests
- Consistently setting and meeting expectations
- Continuously improving our service through active listening

Contacting Rocket Technical Support

Online via the Rocket Customer Community

The **Rocket Customer Community** is the primary support communication channel with Rocket Technical Support.

You will find in-depth information about the **Rocket Customer Community**, its features, and how to use them below.

Give us feedback on how we are doing!

Whether you need to escalate an issue, share constructive feedback or ideas on how we can improve your support experience, or just let us know how we are doing, we welcome and encourage you to share your feedback using the Online Support Contact Form.

By Phone

For the United States, call the phone number listed above.

By Email

Contact Rocket Technical Support through support@rocketsoftware.com.

Customer Success

The **Rocket Customer Success Management (CSM)** team is dedicated to helping you achieve positive business outcomes throughout your journey at Rocket. Our CSMs will empower you every step of the way by delivering continuous expert guidance on how to optimize the usage of your Rocket Software products and ensure fluid communication within our teams to meet your expectations and business requirements.

For non-technical inquiries, contact the Rocket CSM team by email:
csm.connect@rocketsoftware.com

Rocket Customer Help Center

The **Rocket Help Center** is the stepping block to all important support resources and information during your journey with Rocket.

Find everything Rocket Support related by visiting rocketsoftware.com/support.

Rocket Customer Community

The Rocket Customer Community is your one-stop online platform to manage everything related to your support requirements in a centralized and effective manner 24x7. Secure and easy to use, it is your direct link to Rocket's team of technical support engineers and software developers who stand ready to answer all your support-related queries diligently through regular professional communication and technical expertise. Provided a current support and maintenance agreement with Rocket Software, you will be entitled to all Rocket Customer Community features, including:

Knowledge Base

Find useful articles related to your Rocket products including how-tos, tech notes, and troubleshooting. With a powerful built-in search engine, narrow your knowledge search by category, article type, product, or product features.

Case Management

Keep track of your case activity and open, follow up, close, or re-open technical support cases anytime.

Downloads	Get all digital packages and updates for your Rocket products to maximize performance and profit from any new additional features.
License Keys	Retrieve your Rocket products license keys or alternatively use the license key generator to get you up and running in no time.
My Products	Review all your Rocket products entitlements including maintenance status and expiration date.
Make a Payment	Pay securely through our online payment system and always stay current on new, pending, or past invoices.
Documents	Find all Rocket products documentations online to maximize insights and usage of all your Rocket products.

Accessing Rocket Customer Community

Visit the [Rocket Help Center](#) and click on **Rocket community**.

Rocket Customer Community Browser Compatibility

Browser	Compatibility	Version
Microsoft® Internet Explorer®	Not supported	n/a
Microsoft® Edge (Non-Chromium)	Not supported	n/a
Microsoft® Edge Chromium	Supported* * IE compatibility mode not supported	Latest stable Version
Google Chrome™	Supported	Latest stable Version
Mozilla® Firefox®	Supported	Latest stable Version
Apple® Safari®	Supported	Latest stable Version

Rocket Customer Community Login

You will be directed to the Rocket Community login page.

To sign in:

1. Enter your **Username** and **Password**
2. Click **Sign in** to complete your login.

Account Registration and Password Reset

To Request a Rocket Community Account:

Click on **Don't have an Account?** The **Sign-Up** link is located at the bottom-right of the Rocket Customer Community login form

To Reset Your Rocket Community Password:

To reset your Rocket Community password, click the **Forgot password?** link located at the bottom-left of the Rocket Customer Community login form

Open a Technical Support Case

To open a technical support case:

1. Sign in to the Rocket Customer Community
2. From the Rocket Customer Community dashboard either:

Hover on the **Cases** tab from the main navigation menu

Case Severity & Response Goals

The Severity level is determined by the degree of business impact on your production system. The Severity level **must be assigned** when reporting a case as it will directly affect the initial response time and follow-up notifications provided by our Rocket Technical Support team.

Contact Rocket Technical Support through support@rocketsoftware.com for more information about case severity and response times.

Emergency Response

If you experience an emergency or a critical situation, log on to Rocket Community and create a Severity-1 case. For more information about case severity and response times, please Contact Rocket Technical Support through support@rocketsoftware.com.

Note: Rocket Technical Support offices are closed on holidays.

Rocket Forum

The **Rocket Forum** is Rocket Software's virtual headquarters for customers, prospects, partners, and Rocketeers. It is your destination to discuss "Everything Rocket".

To access the Rocket Forum, navigate to <https://community.rocketsoftware.com/home> and click **Join the Forum** to sign up.

As a **Rocket Forum member**, you will be able to:

- ✓ Keep up with product news, information, and updates, and participate in charting product development
- ✓ Take advantage of free training, exclusive content, and knowledge sharing
- ✓ Grow in your professional development and reputation as a subject matter expert
- ✓ Build relationships with fellow customers, SMEs, and Rocketeers

Glossary

Asset	An asset is a record of licensing for a particular product. It records information about the customer's license, and information about the environment in which the product is installed. The relationship between products and assets is one-to-one, so that any given asset relates to one product.
Bug	Bugs are created in Rocket Jira to track a software problem that needs to be resolved.
Case	A case is a record of a customer's request, problem, or question. Cases are generally created by customers in the Rocket Community to address a problem they need to resolve. Customer-created cases automatically generate related cases in Rocket Jira.
Customer Success Management	Process of increasing customer satisfaction and enhancing the relationship between customers and Rocket throughout customer usage of Rocket Software products.
Enhancement	Enhancements are created in Rocket Jira to track updates and improvements that need to be made to the software.
Rocket Jira	A platform used by Rocket employees to track cases, bugs, and enhancements.