END USER LICENSE AGREEMENT

IMPORTANT: ROCKET SOFTWARE, INC. OR ITS AFFILIATE DESIGNATED IN THE ENTITY TABLE LOCATED AT www.rocketsoftware.com/company/legal/AMC-assigned-entity ("LICENSOR") PROVIDES LICENSED SOFTWARE TO LICENSEE (HEREINAFTER "CUSTOMER") UNDER THIS END USER LICENSE AGREEMENT (THE "AGREEMENT"). THIS AGREEMENT GOVERNS CUSTOMER'S INSTALLATION AND USE OF THE VERSION OF THE LICENSED SOFTWARE IDENTIFIED IN THE APPLICABLE PRODUCT ORDER, OR IF NOT ACQUIRED VIA A PRODUCT ORDER, CUSTOMER'S DOWNLOAD AND INSTALLATION OR USE OF THE LICENSED SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. **PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS RESTRICTIONS ON CUSTOMER USE OF THE SOFTWARE. THIS AGREEMENT SUPERSEDES AND CONTROLS OVER ANY OTHER TERMS PROVIDED TO CUSTOMER REGARDING CUSTOMER'S USE OF THE LICENSED SOFTWARE, WHETHER WRITTEN OR ORAL, UNLESS A DIFFERENT WRITTEN AGREEMENT IS EXPRESSLY REFERENCED IN A PRODUCT ORDER OR EXECUTED BY LICENSOR AND CUSTOMER THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT.** ENTERING INTO THIS AGREEMENT DOES NOT CONSTITUTE A SALES TRANSACTION.

1. **DEFINITIONS.** Capitalized terms in this Agreement are defined as follows:

   "Additional License Authorization" or "**ALA**" means the additional specific software license terms that govern the use of a given software product, including (but not limited to) the provisions of the Non-Production Licensing Guide. The ALA(s) for Licensed Software are found at https://www.rocketsoftware.com/company/trust/agreements by product name, or can be provided by Rocket Software at Customer's request.

   "Customer" or "Licensee" means the legal entity or individual that is identified in the applicable Product Order or who has rightfully received a license to the Licensed Product.

   "Documentation" means the user documentation Rocket Software makes available for Licensed Software.

   "**Licensed Product"** means Licensed Software and Documentation.

   "Licensed Software" means the executable version of the software listed in the Product Order or otherwise provided to or rightfully acquired by Customer. This Agreement will govern the use of any update to the Licensed Software that Customer receives pursuant to a separate support and maintenance agreement as described in the Support and Maintenance section below, unless such update contains, comes with, or is otherwise specifically governed by a different end user license agreement.

   "Open Source Software" means software or other material embedded in or made available with a Licensed 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, but not limited to, those licenses meeting all the criteria prescribed in the Open Source Definition provided by the Open Source Initiative (https://opensource.org/osd).

   "Product Order" means the combination of a Rocket Software Quote and a purchase order or purchase order alternative agreed to by the parties for the sale of a license(s) of one or more specific items of Licensed Software to Customer.

   "Rocket Software" or "Licensor" means the applicable Rocket Software entity listed on the Entity Table.

   "Rocket Software Quote" is a quote issued by Rocket Software or its authorized billing agent which contains the one or more specific items of Licensed Software, quantity, price and other pertinent license details.

   "Third Party Component" means any third party run time or other elements embedded in Licensed Software other than Open Source Software.

"Third Party Software" means additional or accompanying third party software (other than Open Source Software or Third Party Components) that is specified in the Documentation or in a file accompanying Licensed Software.

"Warranty Period" means the 90-day period starting from the date Licensed Software is delivered to Customer.

2. **PRODUCT ORDERS.** The licensing of software products takes place under Product Orders which (unless stated otherwise in the Product Order) incorporate the terms of this Agreement. Any terms that conflict or are in addition to the terms of this Agreement or any applicable ALA ("Inconsistent Terms") in a purchase order or other document issued by Customer are rejected by Rocket Software and have no force and effect. If there is any Inconsistent Term(s) in a Product Order, such Inconsistent Term(s) shall not apply except where such Inconsistent Term(s) is contained in a Rocket Software Quote or a Product Order that is signed by both parties.

3. **LICENSING.**
   a. <u>License</u>. Except as specifically permitted in the applicable ALA, or as described in the Evaluation Licenses section below, Rocket Software and its affiliates, respectively deliver and license to Customer the Licensed Products under a non-transferable, non-sublicensable, non-exclusive license to use Licensed Software and its Documentation as set out in this Agreement and/or the applicable ALA and solely for Customer's internal business operations and not for further distribution or commercialization.

   b. <u>Evaluation Licenses</u>. Except as specifically permitted in the applicable ALA, when Rocket Software and its affiliates, respectively deliver and license the Licensed Products solely for evaluation, Customer receives a non-transferable, non-sublicensable, non-exclusive license to use Licensed Products for internal evaluation and testing purposes only, and not for any development, production, distribution or commercial purpose ("**Evaluation License**"). The term of an Evaluation License will be 30 days starting from the date Licensed Product is delivered (i.e., made available for download or physically delivered) to Customer ("**Evaluation Term**"), unless Rocket Software authorizes a different period in writing. The Licensed Product is provided "as is" and there are no warranties or obligations for Rocket Software to provide support. The Evaluation License terminates at the end of the Evaluation Term, and Customer is required to return, or, if Rocket Software so directs, delete and destroy, all copies of such Licensed Product and provide Rocket Software with written confirmation of its compliance with this provision within 30 days of the end of the Evaluation Term. The Evaluation License for any pre-release or beta versions of Licensed Software ("Pre-Release Software") shall be for a term of 90 days unless Rocket Software authorizes a different period in writing. Customer agrees to promptly report to Rocket Software all problems (including errors, failures, nonconforming results, and unexpected performances) and any comments regarding the Pre-Release Software and to timely respond to all questionnaires submitted by Rocket Software regarding the results of Customer's testing of the Pre-Release Software. Rocket Software may choose not to release a final version of the Pre-Release Software or, even if released, to alter prices, features, specifications, capabilities, functions, release dates, general availability, or other characteristics of the Pre-Release Software.

4. **USE RESTRICTIONS.**
   a. Except as specifically permitted in the applicable ALA or Documentation, Customer will not, directly or indirectly:

      i. Use Licensed Software for time-sharing, outsourcing, hosting, service bureau or like use, or permit access by, or use for the benefit of, any third party;

      ii. Modify or create derivative works of Licensed Software;

      iii. Reverse engineer, decrypt, disassemble or otherwise attempt to discover the source code of Licensed Software, except to the extent permitted by applicable law;

      iv. Unbundle component parts of Licensed Software for separate use, where Licensed Software with multiple components is provided to Customer as a single product;

      v. Publish or disclose to third parties any evaluation or benchmarking of Licensed Software; or

      vi. Alter, destroy, or remove any proprietary notices or labels on or embedded in Licensed Software.

b. Customer may make a reasonable number of archival copies of Licensed Software and Documentation, and will reproduce all copyright and other proprietary rights notices appearing in or on Licensed Products, including notices of all third party suppliers, on all permitted copies.

5. **TERM**. This Agreement and the license term for the Licensed Software granted herein is perpetual, unless a subscription/term license has been purchased by Customer (in which case the license term shall be set forth in the Product Order or ALA), and is subject to earlier termination as provided in the Termination section below. If Customer has purchased a subscription/term license, such license shall automatically terminate upon expiry of such subscription/term, unless earlier terminated in accordance with this Agreement.

6. **TERMINATION**. Except as set forth herein, either party may terminate this Agreement, and/or any license granted, on written notice if the other party materially breaches the terms of this Agreement, or any applicable ALA or Product Order and does not cure the breach within 30 days of the date such party is notified of such breach. Rocket Software may terminate this Agreement, along with any or all licenses then in effect with Customer, immediately by giving Customer written notice of termination in the event that (i) Customer becomes insolvent, has a receiver appointed, or files for or has filed against it, liquidation, bankruptcy or analogous proceedings; or (ii) Customer infringes or misappropriates the intellectual property rights of Rocket Software. Termination shall be without prejudice to any other rights or remedies a party may have. In the event of any termination, Customer's license(s) to install, access or use the Licensed Software will immediately terminate, and Customer shall destroy and erase all copies of such Licensed Software in its possession or control and provide written certification to Rocket Software that it has complied with this provision. Early termination of this Agreement or any Product Order will not entitle Customer to any credit or refund or reimbursement of any previously paid fees.

7. **SUPPORT AND MAINTENANCE.** Customer is not entitled to any updates to Licensed Software, unless Customer purchases (or may receive under a subscription/term license) maintenance and support services pursuant to Rocket Software's then current applicable standard maintenance and support agreement (which is found at https://www.rocketsoftware.com/company/trust/agreements or can be provided by Rocket Software at Customer's request).

8. **HARDWARE.** In the event that Rocket Software provides Licensed Software embedded in an appliance, or provides hardware to Customer for use in conjunction with Licensed Software, additional hardware terms and conditions will apply. In all other instances, Customer will obtain and install any necessary hardware for proper installation and implementation of Licensed Software.

9. **PROFESSIONAL SERVICES.** If Customer has Rocket Software or a Rocket Software affiliate perform any services with respect to Licensed Software (e.g., installation, implementation, maintenance, consulting or training), Rocket Software or its affiliate will provide those services at its then current standard terms and conditions and rates unless otherwise agreed in writing by the parties. Customer may agree to enter into a professional services engagement with Rocket Software or its affiliate through a separate agreement or statement of work.

10. **LIMITED WARRANTY.** Rocket Software warrants for the Warranty Period that the Licensed Software substantially conforms in all material respects to the Documentation, and any media on which Rocket Software provides Licensed Software is free from defects in materials and workmanship under normal use.

Customer's sole and exclusive remedy for breach of such warranty is (i) repair or replacement of the applicable Licensed Software or media free of charge so that it substantially conforms to Documentation or (ii) if Rocket Software reasonably determines such remedy is not economically or technically feasible, a refund of the license fee and any maintenance fee paid for the Licensed Software for the current year. The license to use such Licensed Software will immediately terminate when Customer receives the refund.

The warranties described herein do not apply if the defects in Licensed Software or media result from: (i) failure to use Licensed Software in accordance with Documentation, this Agreement or the applicable ALA; (ii) malfunction of Customer's equipment or network; (iii) accident, neglect, or abuse; (iv) service by any unauthorized person; (v) other software used by Customer not provided by Rocket Software, or for which Licensed Software is not designed or licensed for such use; or (vi) any other cause occurring after initial delivery of Licensed Software or media to Customer, unless directly caused by Rocket Software. For purposes of this Agreement, Licensed Software is deemed delivered when it is first made available for download by, or physically delivered to, Customer.

Rocket Software has no responsibility for any claims made outside the Warranty Period.

The warranties described herein also apply to Third Party Components, but do not apply to (i) any free-of-charge Licensed Software or updates provided following the Warranty Period; or (ii) third party software that is not a Third Party Component.

11. **DISCLAIMER OF WARRANTY. Except for the limited warranties herein, Licensed Products are provided "as is" without warranty of any kind. To the extent permitted by law, all implied or statutory terms, conditions, representations, and warranties (including without limitation all terms, conditions, representations and warranties regarding merchantability, quality or fitness for a particular purpose, title or non-infringement, or that may arise out of course of dealing, usage or trade practice) are expressly disclaimed and excluded to the extent allowed by applicable law. The limited warranties in this Agreement are provided on the basis that Customer is procuring Licensed Products for the purposes of a business and not for household or consumer use. Rocket Software does not warrant that operation of Licensed Software will be uninterrupted or error-free. Customer has sole responsibility to select Licensed Software that works with other software, applications or systems to achieve intended results.**

12. **LIMITATION OF LIABILITY.**
    a. <u>Liability Cap</u>**. In no event will any liability of one party to the other party arising out of or in connection with this Agreement exceed the total fees paid by Customer for the affected Licensed Software in the relevant Product Order(s) (including related maintenance and support). Nothing in this Section shall limit either party's liability for: willful misconduct or fraudulent misrepresentation; unauthorized use of intellectual property; breach of license; death or bodily injury caused by negligence; non-payment of amounts owed; or any liability which may not be excluded or limited by applicable law.**

    b. <u>Mutual Disclaimer of Consequential Damages</u>**. In no event will either party be liable for any indirect, special, incidental, consequential, punitive or similar damages; loss of profits, business, data or programs (including, but not limited to, the cost of recovery or replacement of such data or programs); loss, damage or any costs due to interruption, delay or inability to use Licensed Software, whether arising out of or in connection with this Agreement, even if informed of the possibility of such damages in advance.**

    c. <u>Scope</u>. The limitations and disclaimers herein apply to all causes of action, including but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.

    d. <u>Exclusive Remedy</u>. The remedies in this Agreement are the parties' exclusive remedies and the limitations of the Liability Cap section and the Mutual Disclaimer of Consequential Damages section apply even if these remedies fail of their essential purpose. Customer may have other rights, including consumer rights, under the laws of the state or country where it is located.

    e. <u>Free-of-Charge Software</u>. If Rocket Software provides Customer with any Licensed Software free-of-charge or under an Evaluation License, to the extent permitted by law, Rocket Software and its affiliates will not be responsible for any loss or damage to Customer, its customers, or any third parties caused by that Licensed Software which is free-of-charge.

13. **OWNERSHIP.** Rocket Software, Inc. and its affiliates and their suppliers own or have the right to use or further distribute all intellectual property rights in Licensed Products, and authorize Rocket Software to distribute Licensed Products under this Agreement. Customer's only rights in Licensed Products are the express licenses referenced in this Agreement or the applicable ALA.

14. **OPEN SOURCE SOFTWARE AND THIRD PARTY SOFTWARE.** Open Source Software and Third Party Software are governed by the terms of their respective licenses and not the terms of this Agreement, notwithstanding anything to the contrary in any applicable ALA. Information about the Open Source Software may be found in a file accompanying the Licensed Software or in the Documentation or ALA.

15. **LICENSE FEES AND PAYMENT TERMS.** Customer will pay the license fees set forth in the applicable Product Order for Licensed Software within 30 days of the date of invoice. Software license fees are non-refundable, except as provided herein, and will be paid without deduction or tax withholding. Software License fees are exclusive of any transportation charges, sales, use, value added, and other applicable taxes and duties, and all such amounts will be paid or reimbursed by Customer. Customer will be liable for all outstanding past due amounts, which will accrue interest (at the rate of 1.5% per month compounded or the maximum rate permitted by law if lower) and any collection costs for recovery of past due amounts.

16. **LICENSE VERIFICATION.** Rocket Software has the right to verify Customer's compliance with licenses to the Licensed Software.

    Customer agrees to keep records sufficient to show Customer's compliance, including serial numbers; license keys; logs; records identifying machines on which Licensed Software is installed, accessed, or from which Licensed Software can be accessed; the number of different users accessing or authorized to access Licensed Software (if applicable); and licensing metrics, reports, and copies of Licensed Software. Rocket Software may require Customer to provide information about its deployment of Licensed Software, which may be in the form of a questionnaire. Customer will have a reasonable time to complete the questionnaire (or other form of request) and provide it to Rocket Software with an authorized Customer signatory certifying the accuracy of the information furnished. Upon 10 days prior written notice, Rocket Software or its designated representative may inspect Customer's records, systems and facilities, during Customer's normal business hours, to verify compliance with licenses to the Licensed Software. Customer agrees to cooperate with such verification. Information obtained will be used solely for compliance purposes and will otherwise be subject to the confidentiality provisions of this Agreement. If Customer has engaged in unlicensed installation, use of, or access to Licensed Software or infringed or misappropriated intellectual property rights in Licensed Software, or has otherwise breached this Agreement or an ALA (a "Non-Compliance"), without prejudice to Rocket Software' other rights or remedies, including, without limitation, injunctive relief, within thirty (30) days' notice of such Non-Compliance, Customer agrees to purchase sufficient licenses and or subscriptions and associated support and maintenance (12 months forward and any applicable back support and maintenance) to cure the Non-Compliance, by paying Rocket Software's current (as of the date of such additional purchase) list license fees and support and maintenance fees to Rocket Software, plus interest (compounded at 1.5% monthly or the maximum rate permitted by applicable law if lower) for such additional licenses from the commencement of the Non-Compliance until payment of the aforementioned fees, with interest payable even if an invoice was not issued at the time the Non-Compliance occurred. If Customer's Non-Compliance results in an underpayment of license fees of 5% or greater, Customer shall also reimburse Rocket Software for the reasonable cost of such audit in addition to other amounts due.

17. **PRIVACY.** Customer is solely responsible for, and assumes all liability with respect to, its own collection, processing, storage, and transfer of any user data, including personally identifiable information, personal health and financial information, and other forms of personal information (collectively, "**Personal Information**"). Customer is solely responsible for notifying its users of proper use of such data. Customer is solely responsible for assessing the Licensed Product or any related product or service for compliance with any industry requirements applicable to 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 Licensed Software. Personal information or customer data that Customer provides to Rocket Software 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) and the privacy and data security provisions in the applicable ALA.

18. **USE OF CUSTOMER INFORMATION.** To the extent permitted by law, Customer expressly consents to the collection and use of information about Customer's purchase, installation and use of Licensed Software and the computer systems on which it is installed or accessed as necessary to fulfill the Product Order and provide the Licensed Product, for security and licensing purposes and to improve Rocket Software products and services.

19. **CUSTOMER FEEDBACK.** Customer agrees that, should it provide Rocket Software with any feedback or suggestions regarding Licensed Products ("**Feedback**"), Rocket Software and its affiliates will be free to use all such Feedback, including (but not limited to) all intellectual property rights in and to such Feedback, in their discretion and for any purpose, without obligation of any kind to Customer.

20. **CONFIDENTIAL INFORMATION.** Information exchanged under or in connection with this Agreement, including all information pertaining to Pre-Release Software, will be treated as confidential if identified as confidential at time of disclosure, or if the circumstances of disclosure reasonably indicate such information should be treated as confidential. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under or in connection with this Agreement, and shared with employees, affiliates, agents or contractors with a need to know such information to support that purpose, who are contractually bound to protect its confidentiality. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three years from date of receipt. These obligations do not cover information that (i) was known or becomes known to the receiving party without a duty of confidentiality; (ii) is independently developed by the receiving party; (iii) becomes publicly available without breach of this Agreement; (iv) is disclosed with the disclosing party's prior written consent; or (v) where disclosure is required by law, a court or government agency. Should the receiving party be required to reveal confidential information under subpoena, court order or other operation of law, the receiving party will provide reasonable prior notice to the disclosing party and request a protective order, if available.

21. **INDEMNIFICATION FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT.** Rocket Software will defend and/or settle any claims against Customer that Licensed Products furnished under this Agreement infringe a third party's patent, copyright, or trade secret rights. existing under the laws of a country where Customer is using the Licensed Product ("IP Infringement Claim"), provided: (i) Customer promptly notifies Rocket Software in writing of the IP Infringement Claim; (ii) Rocket Software has sole control of the defense and all related settlement negotiations; and (iii) Customer reasonably cooperates with Rocket Software in the defense of the IP Infringement Claim.

    Rocket Software will pay all damages, costs, and expenses finally awarded (or agreed to by settlement) for any such IP Infringement Claim. Rocket Software will pay all reasonable out-of-pocket costs incurred by Customer for cooperation in the defense of the IP Infringement Claim. If, however, Customer wants separate legal representation, Customer will be responsible for the costs and fees of its separate counsel.

    Should any Licensed Products provided under this Agreement become or, in Rocket Software's opinion, likely become, the subject of an IP Infringement Claim, Rocket Software may replace or modify affected Licensed Product so as to make it non-infringing and materially equivalent, or procure for Customer the right to continue using it. If neither alternative is reasonably available, once Customer has returned or destroyed all copies of the affected Licensed Product, Rocket Software will refund to Customer the full amount paid for affected Licensed Product less straight line depreciation on a five-year basis from date of delivery.

    Rocket Software is not responsible for unauthorized use of Licensed Products, and has no obligations under this Section (Indemnification for Intellectual Property Rights Infringement), to the extent infringement results from (i) compliance with Customer's designs or instructions, (ii) a modification not authorized in writing by an authorized Rocket Software signatory, (iii) use or combination with software, equipment, or data not provided by Rocket Software, (iv) non-licensed use; or (v) Third Party Software or Open Source Software.

22. **MISCELLANEOUS.**
    a. <u>Assignment</u>. Rocket Software may assign this Agreement and any Product Orders to an affiliate or a third party in connection with an asset sale or divestiture. Customer may not assign or transfer this Agreement (or any Product Orders) or any of its rights or duties hereunder, including (but not limited to) by operation of law, without Rocket Software's prior written consent, which will not be unreasonably withheld, and payment of any applicable assignment or transfer fee. Any transaction or series of related transactions resulting in a change in the ownership of more than 50% of the voting equity of Customer will be deemed an assignment for purposes of this provision. Any attempted assignment of this Agreement (or a Product Order) not in accordance with this section (Assignment) will be null and void.

    b. <u>Governing Law and Jurisdiction</u>. This Agreement and, subject to the Open Source Software and Third Party Software Section, licenses purchased under applicable Product Orders, as well as any claims or causes of action, whether in contract, tort or statute, based on, arising under or relating to this Agreement, will be governed and enforced as follows: If Customer's applicable place of business is

located in North America, all matters arising out of or relating to this Agreement are governed by the laws of the state of Delaware, U.S.A. If Customer is located in the United Kingdom, Australia, Brazil, France, Germany, Italy, Japan, the Netherlands, New Zealand, Spain or Singapore, all matters arising out of or relating to this Agreement are governed by the laws of the country in which Licensee is located. In the rest of the world, the laws of England and Wales govern all matters arising out of or relating to this Agreement. The applicable law shall apply without regard to conflicts of law provisions, and without regard to the United Nations Convention on the International Sale of Goods. Any suit, action, or proceeding arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of the country determining the applicable law, except that the courts of the State of Delaware shall have exclusive jurisdiction in North America, and Rocket Software will be allowed to apply for injunctive relief in any jurisdiction. Each party agrees to be subject to the above-described jurisdiction and waives any right it may have to object to such venue, including objections based on personal jurisdiction or inconvenient forum. The prevailing party in any proceeding has the right to recover costs and reasonable attorneys' fees as awarded by the court or arbitrator.

c. Export Control. Rocket Software and Customer will comply with their respective responsibilities as exporters and importers under laws and regulations applicable to the export, import or other transfer of the software, services and technology provided by Rocket Software under this Agreement, including the export, import and sanctions laws of the United States and other applicable jurisdictions. If Customer exports, imports, or otherwise transfers any Licensed Products provided under or in connection with this Agreement (or any technical data related thereto), Customer is responsible for obtaining any required authorizations. Customer will not use Licensed Products for any purpose prohibited by applicable export laws, including nuclear, chemical, missile or biological weapons-related end uses. With respect to any Pre-Release Software provided to Customer, Customer represents and warrants that (i) it is a non-governmental entity, (ii) the Pre-Release Software will only be used for internal testing and evaluation, and will not be rented, leased, sold, sublicensed, assigned, or otherwise transferred, and that it will not transfer or export any product, process, or service that is the direct product of the Pre-Release Software, and (iii) it will only use the Pre-Release Software in the United States or the countries listed in Title 15, U.S. CFR Supplement No. 3 to Part 740 - License Exception ENC Favorable Treatment Countries. Customer agrees to indemnify and hold Rocket Software harmless from and against any damages, claims, losses, fines, settlements, attorneys' fees, legal fees and court costs and other expenses related to any such activities or any claims in connection with any breach of this Section.

d. Survival. Rights and obligations of the parties in the following Sections: Use Restrictions, Term, Termination, Disclaimer of Warranty, Limitation of Liability, Ownership, Open Source Software and Third Party Software, License Fees and Payment Terms, License Verification, Privacy, Use of Customer Information, Customer Feedback, Confidential Information, Indemnification for Intellectual Property Rights Infringement, and Miscellaneous will survive termination or expiration of this Agreement. Neither party will be liable for delays or non-performance beyond its reasonable control except for payment obligations.

e. Notices. All notices permitted or required under this Agreement will be in writing and delivered personally, by courier, telecopy, first class mail, electronic mail, or similar transmission to the other party. Notices to Rocket Software shall be addressed to: Legal Department, Rocket Software via email to legal@rocketsoftware.com. Notices to Customer may be sent via electronic mail to any email address set forth in the Product Order or to its address listed on the applicable Product Order, or at such other address as may be supplied in writing. The date of delivery or the date of mailing will be the date of notice.

f. Resellers. Rocket Software's obligations with respect to products or services supplied by Rocket Software and procured by Customer from an authorized Rocket Software reseller are limited to the terms and conditions in this Agreement and the Documentation included with the Rocket Software supplied products and services. With purchases from a reseller, the applicable pricing and payment terms are as set out in the separate agreement between Customer and the reseller, and any terms in this Agreement related to Rocket Software pricing and payments shall not apply. Rocket Software is not responsible for the acts or omissions of the reseller, or for any other products or services that it supplies to Customer.

g. Entire Agreement. This Agreement and the applicable Product Order(s) and ALA(s) represent the entire understanding of the parties with respect to the subject matter of this Agreement and supersede

any previous communications or agreements that may exist regarding the same subject matter.

h. <u>Order of Precedence</u>. Subject to the Product Orders section, any conflicting terms and conditions will be resolved according to the following order of precedence: the applicable Product Order, the applicable ALA, and this Agreement.

i. <u>Amendment</u>. No modification of this Agreement will be binding on the parties unless in writing signed by authorized representatives of Rocket Software and Customer.

j. <u>Waiver</u>. No waiver of any right under or in connection with this Agreement will be effective unless in writing, signed by authorized representatives of both parties. No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future right arising under or in connection with this Agreement.

k. <u>Publicity</u>. For the term of this Agreement, Rocket Software may use Customer's name in press releases, product brochures, and other marketing materials to indicate they are Rocket's customer. Rocket will use Customer's trademarks, service marks, logos or branding, according to any branding guidelines which Customer makes available to Rocket Software. Licensee hereby agrees to serve as a reference for the Product(s) at times to be mutually agreed upon. Such references may, as mutually agreed upon, include activities such as (i) reference calls with or hosting of a site visit with mutually acceptable prospects; (ii) a published "News Release" announcing the successful partnership with Rocket no later than sixty (60) days from the date of this Agreement; (iii) mention of Licensee or Licensee logo on Rocket Software's website; (iv) the completion of a "Case Study;" or (v) sharing Licensee's "Success Story" which may include speaking at Rocket Software events. Both parties will agree to the content and timing of any announcement focused on their relationship prior to distribution.

l. <u>Severability</u>. If any provision in this Agreement or the applicable ALA(s) or Product Order(s) is held invalid or unenforceable, that provision will be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions will remain unaffected.

Additional License Authorizations

For Visual COBOL & Enterprise software products

This Additional License Authorizations document ("ALA") set forth the applicable License Options and additional specific software license terms that govern the authorized use of the software products specified below, and are part of the applicable agreement (i.e., End User License Agreement; and/or any separate agreement that grants Licensee a license to such products (e.g., Customer Portfolio Terms or other Master Agreement); and/or Quotation) (the "Applicable Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Applicable Agreement.

Products and Suites covered

Products	E-LTU or E-Media available *	Non-production software class **	Term License Non-production software class (if available)
Business Rule Manager	Yes	Class 2	Class 2
COBOL Analyzer	Yes	Class 2	Class 2
COBOL Server	Yes	Class 2	Class 2
COBOL Server for Stored Procedures	Yes	Class 2	Class 2
COBOL 2010 Runtime	Yes	Class 2	Class 2
COBOL 2010 Runtime Test Server	Yes	Class 2	Class 2
Database Connectors (all variants)	Yes	Class 2	Class 2
Enterprise Analyzer (all variants)	Yes	Class 2	Class 2
Enterprise Analyzer Server (all variants)	Yes	Class 2	Class 2
Enterprise Developer (all variants)	Yes	Class 2	Class 2
Enterprise Server (all variants)	Yes	Class 2	Class 2
Enterprise Server for Stored Procedures (all variants)	Yes	Class 2	Class 2
Enterprise Test Server	Yes	Class 2	Class 2
Enterprise Test Server Premium	Yes	Class 2	Class 2
Enterprise View	Yes	Class 2	Class 2
Relativity Designer Suite for MF COBOL	Yes	Class 2	Class 2
Relativity for Windows Workstations for MF COBOL	Yes	Class 2	Class 2
Relativity Server for MF COBOL	Yes	Class 2	Class 2
Visual COBOL (all variants)	Yes	Class 2	Class 2
Visual COBOL Database File Handler	Yes	Class 2	Class 2

Suites	E-LTU or E-Media available *	Non-production software class **	Term License Non-production software class (if available)
Visual COBOL for Eclipse Distributed Edition	Yes	Class 2	Class 2
Visual COBOL for ISVs	Yes	Class 2	Class 2
Visual COBOL Studio Distributed Edition for ISVs	Yes	Class 2	Class 2

* Any product sold as E-LTU or E-Media shall be delivered electronically regardless of any contrary designation in a purchase order.

** Additional licenses solely for non-production use may be available as specified in the Non-Production Licensing Guide found at software.microfocus.com/legal/software-licensing depending on the non-production software class specified above. Any such non-production licenses will be subject to the Non-Production Licensing Guide and the applicable License Option terms and conditions set forth in this ALA.

Definitions

Term	Definition
Authorized User	Means a single user that has been authorized by Licensee to use the Licensed Software or any device or other software program that may access the Licensed Software, either directly or indirectly through any other software program, regardless of how such access occurs or if such individual uses any hardware or software that reduces the apparent number of users who are using the Licensed Software, such as by using a terminal service.
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