

ROCKET SOFTWARE
END USER LICENSE AGREEMENT

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

1. LICENSE

1.1 Measured License.

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

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

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

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

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

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

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

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

1.2 Evaluation and Testing Licenses; Free Licensed Products.

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

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

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

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

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

2. SUPPORT AND OTHER SERVICES

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

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

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

2.4. Support Renewal. In the event of perpetual licenses and unless otherwise agreed, End User Customer shall not renew Support Services for less than its licensed quantity(ies) of the same Products. If End User Customer fails to renew Support Services and subsequently elects to become active on Support Services for its Licenses, End User Customer will be charged for the time Support Services lapsed along with reinstatement fees according to Rocket's policies.

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

3. FEES AND PAYMENT

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

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

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

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

4. WARRANTIES

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

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

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

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

5. INTELLECTUAL PROPERTY OWNERSHIP

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

6. CONFIDENTIALITY

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

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

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

7. INDEMNIFICATION

7.1 Indemnification by Rocket.

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

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

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

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

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

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

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

8. LIMITATION OF LIABILITY

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

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

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

8.4 NOTWITHSTANDING ANYTHING SET FORTH ABOVE OR OTHERWISE SET FORTH IN THIS EULA, ROCKET WILL NOT BE LIABLE FOR ANY CLAIM BROUGHT MORE THAN 12 MONTHS AFTER END USER CUSTOMER BECAME AWARE OF THE ISSUE GIVING RISE TO THE CLAIM, NOR WILL ROCKET BE LIABLE FOR ANY DAMAGES RELATING TO OR ARISING OUT OF ANY FREE PRODUCTS OR OFFERED UNDER AN EVALUATION OR TEST LICENSE. THE PARTIES WOULD NOT HAVE ENTERED INTO THIS EULA WITHOUT THIS SECTION. IF THE APPLICATION OF THIS SECTION IS LIMITED BY LAW, ROCKET'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW. ROCKET'S FAILURE TO EXERCISE A RIGHT OR REMEDY IS NOT A WAIVER THEREOF.

9. VERIFICATION AND AUDIT

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

9.2 Verification Statement.

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

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

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

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

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

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

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

10. RELIEF

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

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

11. INFORMATION SECURITY AND PRIVACY

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

12. U.S. GOVERNMENT USERS

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

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

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

13. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

13.11 Governing Law; Jurisdiction; Venue.

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

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

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

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

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

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

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

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

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

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

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

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

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

14. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

“MIPS” means millions of instructions per second.

“MSUs” means million service units.

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

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

“Order Form” means a document pursuant to which End User Customer transacts to acquire License(s) to Products and/or Services from Rocket, either directly or indirectly via a reseller or other partner of Rocket, and which specifies the prices, fees and any applicable Unit of Measure and other special terms which further define End User Customer’s License entitlements.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Use” or “utilization of a Product” means (i) downloading, installing, or copying (including, without limitation, by replication) any portion of the Product (including, without limitation, updates, patches, fixes, etc.) onto any computer, storage media, or electronic device (ii) creating, processing, or modifying any form of code, data, information, and/or workload with the Product, (iii) accessing the Product in any way even if indirectly or remotely through another application, interface, portal, or any other technology, (iv) obtaining from Rocket or applying license keys for the Product, (v) accessing any of Rocket’s Support Services, or (vi) managing or maintaining the Product on the designated equipment.

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



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



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Additional License Authorizations

For Visual COBOL & Enterprise software products

Last Updated: March 16, 2026

This Additional License Authorizations document (“ALA”) set forth the applicable License Options and additional specific Product license terms that govern the authorized use of the Products specified below, and are part of the applicable agreement (i.e., End User License Agreement; and/or any separate agreement that grants End User Customer 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 <https://www.rocketsoftware.com/company/trust/agreements> depending on the non-production Products 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 End User Customer to use the Products or any device or other Products program that may access the Products, either directly or indirectly through any other Products program, regardless of how such access occurs or if such individual uses any hardware or Products that reduces the apparent number of users who are using the Products, such as by using a terminal service.
Batch Processing	Means the execution of one or more tasks, transactions or programs by a computer system without the continuous interaction of the end user with the Products for the entire period during which each such task, transaction or program is being executed by the system. Batch processing includes situations where a queue of jobs is processed as resources become available and is in contrast to transaction or interactive processing.
Build Server	Means a specific virtual machine or container that is used to build or compile application binaries using the Products. A build server environment can be used to run unit tests as part of an automated continuous integration environment.

Concurrent Users	Means individuals who, at the same point in time, have accessed or used the Products via any device or other Products program, directly or indirectly, regardless of how such access occurs or whether such user uses any hardware or Products that reduces the apparent number of users who are using the Products, such as by using a terminal service.
Container	Means an isolated user-space instance created using operating-system-level virtualization, also known as containerization. A program running inside a Container whether standalone or using an orchestration technology, can only see the resources and devices assigned to the Container. Examples of such container technologies include Docker and podman and examples of orchestrators include Kubernetes and Open Shift.
Core	Means a physical (not virtual) subunit within a CPU on a single chip that handles the main computational activities of a computer. A CPU may have one or more Cores and therefore be a "Multicore CPU" if it has more than one Core.
CPU or Central Processing Unit	Means a data processing unit, normally identified with a single microchip mounted on a single circuit board and can comprise several Cores.
E-LTU and E-Media	Means products which are electronically delivered only, and as such any reference to FOB Destination or delivery methods that are stated on your purchase order other than electronic shall be null and void with respect to these E-LTU or E-Media products.
Hard Partitioning	Means using hard physical partitioning to physically segment a single larger server or machine into separate and distinct smaller systems where each separate system acts as a physically independent, self-contained server or machine with its own CPUs, operating system, separate boot area, memory, input/output subsystem and network resources (each known as a "Hard Partition"). Examples of Hard Partitioning methods include: Dynamic System Domains (DSD) -- enabled by Dynamic Reconfiguration (DR), Solaris Zones (also known as Solaris Containers, capped Zones/Containers only), IBM LPAR (adds DLPAR with AIX 5.2), IBM Micro-Partitions (capped partitions only), vPar, nPar, Integrity Virtual Machine (capped partitions only), Secure Resource Partitions (capped partitions only), and Fujitsu's PPAR. All approved hard partitioning technologies must have a capped or a maximum number of Cores/processors for the given partition.
Named User	Means a single user that has been authorized by End User Customer to use the Products.
Platform	Means a hardware chipset (e.g., PA-RISC, Itanium, x86, or SPARC) and operating system (e.g., Windows, Linux, Solaris, AIX, or HP-UX) combination. Each unique Linux distribution is considered a different operating system from other Linux distributions and a different Platform even with the same hardware chipset.
Soft Partitioning	Means using an operating system resource manager to segment and limit the number of Cores, CPUs, or other processing devices utilized by the Products by creating areas where processor resources are allocated and limited within the same operating system (each such area known as a "Soft Partition"). Examples of such Soft Partitioning include: Solaris 9 Resource Containers, AIX Workload Manager, HP Process Resource Manager, Affinity Management, Oracle VM, and VMware.

Unit Testing	Means the execution and verification of an individual code unit (including a program, subprogram, paragraph, or section) in isolation to confirm its internal logic and behavior. Unit Testing must (a) be performed in a development environment, (b) use stubs, mocks, or synthetic datasets in place of external systems and full application flows, and (c) avoid any dependency on production datasets or live connections to third party or platform subsystems. Unit Testing does not include: (i) integration testing of interdependent modules or components; (ii) system or end to end testing; (iii) user acceptance testing, including business scenario validation with near production data or environments; or (iv) performance, load, or stress testing.
vCPU	Means a virtual central processing unit that represents a portion or share of the underlying, physical CPU that is assigned to a particular Virtual Machine.
Virtual Machine	Means a Products implementation that can run its own operating system and execute programs like a physical machine where the Products running inside the virtual machine is limited to the resources and abstractions provided by the virtual machine.

License Options

The following License Options are the types of licenses available for a given Product as further specified in this ALA. The applicable License Option for a license shall be as set forth in the Applicable Agreement or Product Order. Those products with only one License Option available shall be governed by such License Option whether or not stated in the Applicable Agreement or Product Order unless otherwise agreed in writing between End User Customer and Rocket.

Named User License

Products provided under this License Option give End User Customer the right to install the Products on a single physical or Virtual Machine or server, or one or more Containers on such single physical or Virtual Machine or server, for use solely by the number of Named Users expressly authorized by Rocket in the Product Order for such license for whom End User Customer has paid the applicable license fee. Each such Named User has the right to unlimited access to the Products on such single machine or server. A Named User License is required for each Named User that uses an installation of the Products. For example, if Named User A and Named User B both use the same two separate installations of the Products, a total of four Named User Licenses would be required for such use. Rocket reserves the right at any time to require End User Customer to provide a

list of the Named Users. End User Customer may change a Named User provided that the change is made either (i) permanently, or (ii) temporarily to accommodate the use of the Products by a temporary worker while the Named User is absent, but in each case no more than once every 30 days.

End User Customer may not use the Products for user acceptance testing, system/load testing, production or deployment. For purposes of this ALA, a Named User License is considered to be a Development License.

Concurrent User License

Products provided under this License Option give End User Customer the right to install the Products on multiple physical or Virtual Machine host machines or servers, or one or more Containers on such physical or Virtual Machine host machines or servers, for use solely by the maximum number of Concurrent Users expressly authorized by Rocket in the Product Order for such license for whom End User Customer has paid the applicable license fee. End User Customer may not use the Licensed

Products for user acceptance testing, system/load testing, production or deployment. For purposes of this ALA, a Concurrent User License is considered to be a Development License.

User License (Authorized Users)

Products provided under this License Option give End User Customer the right to install the Products on an unlimited number of physical or Virtual Machine servers or Containers for use by up to the total number of Authorized Users expressly authorized by Rocket in the Product Order for such license for whom End User Customer has paid the applicable license fee. The Products may not be used or accessed by (i) individuals who are not Authorized Users; or (ii) any other Products or hardware device that does not require an individual to use or access it, including, without limitation, Batch Processing. Rocket reserves the right at any time to require End User Customer to provide a list of the Authorized Users.

End User Customer may change an Authorized User provided that the change is made either (i) permanently, or (ii) temporarily to accommodate the use of the Products by a temporary worker while the Authorized User is absent, but in no event more than once

every 30 days. This License Option may be further subject to the Additional License Options set forth below in this ALA. For purposes of this ALA, a User License (Authorized Users) is considered to be a Deployment License.

Server License (Concurrent Users)

Products provided under this License Option give End User Customer the right to install the Products on a single physical machine or server or Virtual Machine, or one or more Containers on such physical single machine or server or Virtual Machine, for use by the maximum number of Concurrent Users expressly authorized by Rocket in the Product Order for such license for whom End User Customer has paid the applicable license fee. The Products may not be used or accessed by any other Products or hardware device that does not require an individual to use or access it including, without limitation, Batch Processing. A Server License (Concurrent Users) cannot be split into multiple licenses of lesser quantity (e.g., a license for 10 Concurrent Users cannot be split into two licenses of five Concurrent Users each) without Rocket's prior written consent and possible provision of different license keys. This License Option may be further subject to the Additional License Options set forth below in this ALA. For purposes of this ALA, a Server License (Concurrent Users) is considered to be a Deployment License.

Server License (per core) or Server License (per IFL)

Products provided under this License Option give End User Customer the right to install the Products on a single physical machine or server ("Host Server"), or one or more Containers on the Host Server (provided such Containers are not running in a Soft Partition or Virtual Machine unless End User Customer has purchased the Virtualization License Extension or otherwise been granted such rights separately from Rocket), and have the Products executed by up to the total number of (i) Cores in the case of a Server License (per core), or (iii) Integrated Facility for Linux processors ("IFLs") in the case of a Server License (per IFL), specified for the license in the applicable Product Order ("License Specification"). If the number of Cores is not specified for a CPU in the event a CPU is specified in the License Specification, such CPU shall be considered to be single-Core. A license covering all physical Cores or IFLs, as applicable, that are contained in and/or can be accessed by the Host Server ("Total Processors") is required with all applicable license fees paid, even if one or more of such Cores or IFLs are not accessing or running the Products for any reason, including, for example, installation of the Products in a Container

that has fewer than the Total Processors allocated to it. For example, if 32 Cores are the Total Processors on the Host Server, but only 16 Cores are utilized to execute the Products, a 32-Core license is required notwithstanding the fact that 16 of the 32 Cores may not actually be accessing the Products. Each Core on a multi-core CPU requires a license covering each such Core. For example a Host Server with Total Processors consisting of a single quad-core CPU will require a 4-Core license.

Products provided under this License Option is for use by an unlimited number of End User Customer's internal users, other Products devices and hardware devices. Server License (per core), Server License (per IFL), and Server License (per vCPU) are the only license types authorized for any Batch processing. Rocket reserves the right at any time to require End User Customer to provide a specification of the Host Server. End User Customer is required to purchase a license for the Total Processors on each Host Server that accesses or uses the Products either directly or indirectly through any other Products program, regardless of how such access occurs, or if the Host Server, CPU or operator uses any hardware or Products that reduces the apparent number of Cores, IFLs, or other processing devices that are using the Products, such as by using a terminal service. This License Option may be further subject to the Additional License Options set forth below in this ALA. For purposes of this ALA, a Server License (per core) and Server License (per IFL) are considered to be Deployment Licenses.

Server License (per vCPU)

Products provided under this License Option give End User Customer the right to install and use the Products in a virtualized environment that uses vCPUs as the metric for assigned processing resources, on any number of instances, provided that the collective amount of vCPUs accessible by those instances does not exceed the applicable license quantity. An instance may be within a single Virtual Machine or Container that is not necessarily tied to just one physical machine. End User Customer may make one (1) failover or disaster recovery copy of the Virtual Machine or Container in which the Products are installed and instantiate such Virtual Machine or Container in the event and for as long as the primary installation is unavailable. For purposes of this ALA, a Server License (per vCPU) is considered to be Deployment License. Server License (per vCPU), Server License (per core), and Server License (per IFL) are the only license types authorized for any Batch processing.

Additional License Options

The following additional License Options may also apply to one of the License Options above if set forth in the applicable Product Order notwithstanding anything else to the contrary in this ALA:

Test License

Products provided under this License Option give End User Customer a limited license to use the Products solely for End User Customer's internal testing purposes on a single computer subject to this section and the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Server License (per core)) as set forth elsewhere in this ALA. In the event of a conflict, the terms and conditions in this section shall prevail. At no time may End User Customer use the Products for development, commercial, or production purposes, nor may End User Customer reproduce or distribute the Products or any Products application programs created with it. End User Customer's results of benchmark or other performance tests run on or using the Products may not be disclosed to any third party without Rocket's prior written consent.

Disaster Recovery License

Products provided under this License Option give End User Customer a limited license to use the Products solely on a Disaster Recovery System subject to this section and the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Server License (per core)) as set forth elsewhere in this ALA. In the event of a conflict, the terms and conditions in this section shall prevail. A Disaster Recovery System is a single machine on which the Products are installed but is not instantiated, running, or otherwise in use except: (i) if a disaster arises and the single machine for which the Disaster Recovery System is configured to recover or replace (known as the "Primary Machine" in this clause) is unavailable, (ii) for the purposes of periodic disaster recovery testing, and/or (iii) for periodic system diagnostics or maintenance of the Disaster Recovery System itself. A Disaster Recovery License cannot be used: (a) concurrently with any other license for the Products or in any production, test, or development environments except while the Primary Machine is being recovered or replaced in a disaster recovery situation, or (b) for load-balancing, failover, testing (other than disaster recovery testing), clustering, or training purposes. Additional copies for use in production, test, and/or development

environments, or for load-balancing, failover, clustering, or training purposes, must be purchased separately. The license quantity and metric of any Disaster Recovery License installed may not be less than the license quantity and metric of the standard license for the Products on the Primary Machine.

Failover License

Products provided under this License Option give End User Customer a limited license to use the Products solely on a Failover System subject to this section and the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Server License (per core)) as set forth elsewhere in this ALA. A Failover System is a single machine on which the Products are installed and running, but only used to prepare for the recovery or replacement of the single machine for which the Failover System is configured to recover or replace (known as the “Primary Machine” in this clause), up to and including real-time data backups, mirroring, or any other activity to allow a synchronized switch-over from the Primary Machine. End User Customer may not use the Failover License for any other purpose such as production, testing (other than failover testing), development, or training except during a disaster where the Primary Machine is unavailable. End User Customer may not use the Products for load-balancing or clustering; a separate license for each of those use cases is required to be purchased by End User Customer. The license quantity and metric of any Failover License installed may not be less than the license quantity and metric of the standard license for the Products on the Primary Machine.

Batch License

Where any Products are designated as a Batch License or “Batch-Only” in the applicable Product Order using such description or similar terminology, such Products may only be used to perform batch processing on a single computer subject to the restrictions applicable to the type of license specified in the applicable Product Order (e.g., Server License (per core)) as set forth elsewhere in this ALA. In the event of a conflict, the terms and conditions in this section shall prevail.

Virtualization License Extension

For a license for which a Virtualization License Extension has been purchased, the restrictions applicable to the type of license specified in the applicable Product Order (e.g.,

Server License (per core)) as set forth elsewhere in this ALA for such license shall apply subject to the terms in this clause. For as long as such license is current on support and maintenance with Rocket, such license can be installed, used, or accessed on, in, or from a Virtual Machine. Such license may not be installed or used in a public cloud service. With respect to licenses based on processing devices such as Cores, the Products may be installed and used on any number of instances provided that the collective amount of licensed processing devices accessible by those instances does not exceed the applicable license quantity. For example, for Core- based licenses, the license can be used on any number of instances provided that the collective amount of Cores accessible by those instances does not exceed the applicable license quantity. An instance may be within a single Virtual Machine or Container that is not necessarily tied to just one physical machine. End User Customer may make one (1) failover or disaster recovery copy of the Virtual Machine or Container in which the Products are installed and instantiate such Virtual Machine or Container in the event and for as long as the primary installation is unavailable.

Third Party Usage License Extension

For a license for which a Third Party Usage License Extension has been purchased, such license can be used by third party contractors of End User Customer, notwithstanding any restriction to the contrary in the Applicable Agreement, provided that (1) each such third party is under a written obligation of confidentiality and restrictions of use which provide for protections and limitations of use of the license no less restrictive than the Applicable Agreement, (2) the license will only be used on behalf of End User Customer, (3) such use is subject to the terms and conditions of the Applicable Agreement, and (4) End User Customer remains liable for any breach by any such third party of the terms of the Applicable Agreement.

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For a license for which an Off Continent License Extension has been purchased, such license can be used worldwide, except where prohibited by applicable law, notwithstanding any restriction to the contrary in the Applicable Agreement.

Products Specific Terms

Enterprise Developer and Visual COBOL Build Server

End User Customer may use tools included in the License to create a build server. A Build Server can only be used to build or compile application binaries and cannot be used to execute any application code other than as part of unit testing.

Only code changes made by a licensed user of Enterprise Developer or Visual COBOL can be compiled, built, or unit tested on a deployed Enterprise Developer or Visual COBOL Build Server.

Business Rule Manager

The following License Options apply: Named User License, Concurrent User License.

COBOL Server, COBOL 2010 Runtime

The following License Options apply: User License (Authorized Users), Server License (Concurrent Users), Server License (per core), Server License (per IFL), Server License (per vCPU) (COBOL Server only).

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COBOL Server for Stored Procedures

The following License Options apply: Server License (per core), Server License (per IFL).

The terms applicable to COBOL Server above apply to COBOL Server for Stored Procedures, except that COBOL Server for Stored Procedures may only be used to enable deployment of COBOL stored procedures on a single database server per license.

Database Connectors (all variants)

The following License Options apply: Server License (Concurrent Users), Server License (per core).

Enterprise Analyzer (all variants), Enterprise Analyzer Server (all variants), COBOL Analyzer, Enterprise View

The following License Options apply: Named User License, Concurrent User License, Server License (Enterprise View only).

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appears. Each Server License of Enterprise View may only be installed on one server and may only access one repository at a time.

With respect to Enterprise Analyzer, the Products may require certain third party database Products beyond the limited database Products that may be included with such Products, and in such event End User Customer must separately purchase or otherwise obtain such database Products from the applicable third party.

Enterprise Developer (all variants)

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Enterprise Server for Stored Procedures

The following License Options apply: Server License (per core), Server License (per IFL), Server License (per vCPU).

The terms applicable to Enterprise Server above apply to Enterprise Server for Stored Procedures, except that Enterprise Server for Stored Procedures may only be used to enable deployment of stored procedures (either COBOL, PL/I, or both depending on what is specified for such license in the applicable Product Order) on a single database server per license.

Enterprise Test Server, Enterprise Test Server Premium, COBOL 2010 Runtime Test Server

The following License Option applies: Server License (per core), Server License (per vCPU) (Enterprise Test Server only).

This Products may be used only for End User Customer's internal testing purposes. At no time may End User Customer use the Products for any other purpose including production.

Relativity Designer Suite for MF COBOL

The following License Options apply: User License (Authorized Users).

Relativity for Windows Workstations for MF COBOL

The following License Options apply: User License (Authorized Users), Server License (Concurrent Users).

Relativity Server for MF COBOL

The following License Options apply: Server License (per core), Server License (Concurrent Users).

Visual COBOL (all variants)

The following License Option applies: Named User License.

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This Products may include or generate limited licenses for COBOL Server or other application deployment product If such licenses are included or generated, these limited licenses are provided solely for use by the licensed user(s) of the Products in order to unit test an application developed with the Products on the same machine or server used to develop the application and may not be used for system testing, production or deployment, and may only be used if the Products are current on support and maintenance. Any use of this limited license outside of the development and unit testing of such applications is not permitted.

Visual COBOL Database File Handler

The following License Options apply: Server License (Concurrent Users), Server License (per core).

Suites

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Visual COBOL for Eclipse Distributed Edition	<ul style="list-style-type: none"> Visual COBOL Development Hub Visual COBOL for Eclipse
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Suite	Offering includes
Visual COBOL Studio Distributed Edition for ISVs	<ul style="list-style-type: none"> Visual COBOL Development Hub Visual COBOL for Eclipse Visual COBOL for Visual Studio

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4. Utilize any Products application and/or program created, in whole or in part, with any Development License without first purchasing a valid and properly granted Deployment License.
5. Install, access or use the Products on a Platform other than the Platform for which the Products were originally licensed to End User Customer. Additional licenses for use of the Products on a Platform other than the one set forth in the applicable Product Order may be available upon payment of an additional license fee.

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Where End User Customer purchases support and/or maintenance for the Products, End User Customer hereby agrees that it shall purchase such support and/or maintenance services for all of End User Customer's licensed units of such Products including all related Development Licenses and Deployment Licenses.

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- d) **Support and Maintenance.** Standard support and maintenance are included during the term of the license.

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- f) Reporting and True-Up. End User Customer shall provide to Rocket on a quarterly basis, or at such other times as Rocket may reasonably request, with a written report detailing the amount of usage of the Products in a format agreed in advance by the parties. At a minimum this report shall include, as applicable, the number of (i) instances of the Products, (ii) users of products licensed by named user, (iii) cores, vCPUs or other processing devices accessed by instances of products licensed by server or processing device, and (iv) hours of usage supported by hardware/infrastructure consumption reporting. Such report shall be signed by a director or officer of End User Customer and shall be accompanied by all information as Rocket reasonably requires to verify that End User Customer is utilizing the Products in compliance with the terms and conditions of the Applicable Agreement, including without limitation any relevant hypervisor logs. The foregoing is in addition to Rocket's audit rights under the Applicable Agreement. If the above report indicates that End User Customer has exceeded the amount of instances, users, cores, vCPUs, or IFLs, then End User Customer agrees to immediately pay Rocket for such additional usage at Rocket's On-Demand Subscription per-day price specified in the applicable Product Order, or if no such pricing is specified, then Rocket's then-current On-Demand Subscription per-day list pricing.

Enhanced Subscription Licenses

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Rocket Enterprise Analyzer - Developer Client Subscription License	AMC-EAAD-LT-100
Rocket Enterprise Analyzer Business Rule Manager Subscription License	AMC-EARM-LT-100

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Rocket Enterprise Server Standard Server Subscription License	AMC-ECPU-LT-100
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Rocket Enterprise Server Stored Procedure Subscription License	AMC-ESCP-LT-100
Rocket Enterprise Test Server Standard Server Subscription License	AMC-ETSS-LT-100
Rocket Enterprise Test Server Standard Server with IMS DB Subscription License	AMC-ETID-LT-100

Container Deployments

If Enterprise Server or COBOL Server is deployed into Container(s) running on a Virtual Machine or cloud instance then all of the vCPUs on that Virtual Machine or cloud instance must be licensed. In such case, there is no restriction on the number of Container images that can be run on the applicable Virtual Machine or cloud instance. Container configurations that define a fraction of vCPU are not licensed, and fractions are rounded up to the nearest whole vCPU.

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The Products may come with one or more Products from Rocket's Host Connectivity portfolio, and in such event, End User Customer may only use such Host Connectivity Products with the Products on the same machine as the Products subject to the terms and conditions applicable to the Products. For example, if Rumba or Host Access for Cloud were included with Enterprise Developer, the licensed Named User for Enterprise Developer could only use such products to access applications being developed using Enterprise Developer on the same machine as the licensed installation of Enterprise Developer and not applications on any other machine. Notwithstanding the foregoing, in the event Host Access for Cloud is included with Enterprise Server or any other product

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