

Rocket Software License Agreement

V20150219

IMPORTANT: READ CAREFULLY

The Rocket Software License agreement (the `Agreement`), in addition to this document, incorporates the following files:

1. License Information
2. Notices and Information (where applicable)

Software License Agreement

This Agreement includes terms for both the Software License and the Evaluation License

The complete text of each of these two licenses follows.

If you are obtaining the Program for purposes of productive use (other than evaluation, testing, trial or demonstration): By clicking on the `Accept` button below or when you install the program, You accept the Rocket Software License Agreement, without modification.

If you are obtaining the Program for the purpose of evaluation, testing, trial or demonstration, (collectively, an `Evaluation`): By clicking on the `Accept` button below or when you install the program, You accept both (i) the Rocket Software License and the terms of the Evaluation Period (the `Evaluation License`), without modification; and (ii) the Rocket Software License Agreement (the `SLA`), without modification. See additional terms for Evaluation Licenses below the General Terms section.

This SLA will automatically apply if You elect to retain the Program after the Evaluation (or obtain additional copies of the Program for use after the Evaluation) by entering into a procurement agreement.

General Terms

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, OR USING THE PROGRAM YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS,

- DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, OR USE THE PROGRAM; AND
- PROMPTLY RETURN THE PROGRAM TO THE PARTY FROM WHOM YOU ACQUIRED IT. IF YOU DOWNLOADED THE PROGRAM, CONTACT THE PARTY FROM WHOM YOU ACQUIRED IT.

`Rocket` is Rocket Software, Inc. or one of its subsidiaries.

`License Information` (`LI`) is a document that provides information specific to a Program. The Program's LI is available in a file in the

Program's directory or online on the Rocket U2 web site in the Product Availability Matrix.

`Program` is the following, including the original and all whole or partial copies: 1) machine-readable instructions and data, 2) components, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related licensed materials, and 5) license use documents or keys, and documentation.

This Agreement, including the General Terms, License Information, Notices (where applicable), and Entitlement is the complete agreement between You and Rocket regarding the use of the Program. It replaces any prior oral or written communications between You and Rocket concerning Your use of the Program. The terms of the License Information may replace or modify those of the General Terms. To the extent there is a conflict between the terms of this Agreement and those of a signed agreement between You and Rocket, the terms of the latter agreement prevail.

`You` and `Your` refer either to an individual person or to a single legal entity.

You will 1) maintain a record of all copies of the Program and 2) ensure that anyone who uses the Program (accessed either locally or remotely) does so only for Your authorized use and complies with the terms of this Agreement.

You may not 1) use, copy, modify or distribute the Program except as provided in this Agreement; 2) reverse assemble, reverse compile, or otherwise translate the Program except as specifically permitted by law without the possibility of contractual waiver; or 3) sublicense, rent, or lease the Program.

The personal edition of this product expires 18 months after release. The exact expiration date of each release of the personal edition will vary.

1. Limitation of Liability

Circumstances may arise where, because of a default on Rocket's part or other liability, You are entitled to recover damages from Rocket. In each such instance, regardless of the basis on which You may be entitled to claim damages from Rocket, (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Rocket is liable for no more than 1) damages for bodily injury (including death) and damage to real property and tangible personal property and 2) the amount of any other actual direct damages up to the charges for the Program that is the subject of the claim.

This limitation of liability also applies to Rocket's Program developers and suppliers. It is the maximum for which they and Rocket are collectively responsible.

UNDER NO CIRCUMSTANCES IS ROCKET, ITS PROGRAM DEVELOPERS OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:

1. LOSS OF, OR DAMAGE TO, DATA;

2. SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR

3. LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

2. General

2.1. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

2.2. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

2.3. You agree to comply with all applicable export and import laws and regulations.

2.4. You agree to allow Rocket to store and use Your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship, and may be provided to contractors, Business Partners, and assignees of Rocket for uses consistent with their collective business activities, including communicating with You (for example, for processing orders, for promotions, and for market research).

2.5. Neither You nor Rocket will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.

2.6. Neither You nor Rocket is responsible for failure to fulfill any obligations due to causes beyond its control.

2.7. This Agreement will not create any right or cause of action for any third party, nor will Rocket be responsible for any third party claims against You except, as permitted by the Limitation of Liability section above, for bodily injury (including death) or damage to real or tangible personal property for which Rocket is legally liable.

3. Entitlement

License

The Program is owned by Rocket, and is copyrighted and licensed, not sold.

Rocket grants You a nonexclusive license to use the Program when You lawfully acquire it.

You may 1) use the program only with the solution with which this product was originally provided, if any ; and 2) if acquired independently from a solution, you may not use this program with any solution provided by a third party 3) make a backup copy of the Program to support such use. The terms of this license apply to each copy You make. You will reproduce all copyright notices and all other legends of ownership on each copy, or partial copy, of the Program.

This license is not transferrable.

If You acquire the Program as a program upgrade, after You install the upgrade You may not use the Program from which You upgraded.

Every virtualized environment must have its own U2 license serial number.

You may not use device licensing to multiplex connection pools.

You will ensure that anyone who uses the Program (accessed either locally or remotely) does so only for Your authorized use and complies with the terms of this Agreement.

Maintenance may be available from Rocket as long as Rocket supports the products. Maintenance is available only on an annual basis. Maintenance is not divisible. If you choose to renew maintenance, you must renew maintenance for all copies of the products licensed as a whole (and not for only a portion of the licenses), unless otherwise expressly authorized by Rocket.

4. Licensing Fees

Licensing fees are based on the level of use acquired, which is specified in Your U2BusinessConnect Entitlement Record and/or contract. Rocket does not give credits or refunds for charges already due or paid, except as specified elsewhere in this Agreement.

If You wish to increase the level of use, notify Rocket or the party from whom You acquired the Program and pay any applicable charges.

If any authority imposes a duty, tax, levy or fee upon the Program, excluding those based on Rocket's net income, then You agree to pay the amount specified or supply exemption documentation. You are responsible for any personal property taxes for the Program from the date that You acquire it.

Your U2BusinessConnect Entitlement Record is evidence of Your authorization to use a Program at a specified level. That level may be measured, for example, by the number of sessions, servers or users. This is also evidence of Your eligibility for warranty, future upgrade prices, if any, and potential special or promotional opportunities. If Rocket

does not provide You with a U2BusinessConnect entitlement record, then Rocket may accept the original paid sales receipt or other sales record from the party (either Rocket or its reseller) from whom You acquired the Program, provided that it specifies the name of the Program and the usage level acquired.

5. Limited Warranty

Rocket warrants that when the Program is used in the specified operating environment it will conform to its specifications for a period of 90 days from the date of license (the `Warranty Period`). The warranty applies only to the unmodified portion of the Program. Rocket does not warrant uninterrupted or error-free operation of the Program or that Rocket will correct all Program defects. You are responsible for the results obtained from the use of the Program.

Rocket provides You with access to Rocket databases containing information on defect corrections, restrictions, and bypasses at no additional charge for as long as you have a valid Maintenance Agreement for the Product. Rocket will maintain this information for the duration of the Warranty Period.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

6. Compliance Verification

For purposes of this Section (Compliance Verification), `SLA Program Terms` means 1) this Agreement and applicable amendments and transaction documents provided by Rocket, and 2) Rocket Software policies that may be made available from time to time or upon request, including but not limited to those policies concerning backup and migration as described in the Rocket U2 Handbook.

The rights and obligations set forth in this Section remain in effect during the period the Program is licensed to Licensee.

6.1 Verification Process

Licensee agrees to create, retain, and provide to Rocket and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that Licensee's use of all Programs is in compliance with all Program Terms, including, without limitation, all of Rocket's applicable licensing and pricing

qualification terms. Licensee is responsible for 1) ensuring that it does not exceed its Authorized Use, and 2) remaining in compliance with all Program Terms.

Upon reasonable notice, Rocket may verify Licensee's compliance with all Program Terms at all sites and for all environments in which Licensee uses (for any purpose) Programs subject to all Program Terms. Such verification will be conducted in a manner that minimizes disruption to Licensee's business, and may be conducted on Licensee's premises, during normal business hours. Rocket may use an independent auditor to assist with such verification, provided Rocket has a written confidentiality agreement in place with such auditor.

6.2 Resolution

Rocket will notify Licensee in writing if any such verification indicates that Licensee has used any Program in excess of its Authorized Use or is otherwise not in compliance with all Program Terms. Licensee agrees to promptly pay directly to Rocket the charges that Rocket specifies in an invoice for 1) any such excess use, 2) support for such excess use for the duration of such excess use, and 3) any additional charges and other liabilities determined as a result of such verification.

7. Third Party Notices

The Program may include third party code that Rocket, not the third party, licenses to Licensee under this Agreement. Notices, if any, for the third party code (`Third Party Notices`) are included for Licensee's information only. These notices can be found in the Program's NOTICES file(s). Information on how to obtain source code for certain third party code can be found in the Third Party Notices. If in the Third Party Notices Rocket identifies third party code as `Modifiable Third Party Code,` Rocket authorizes Licensee to 1) modify the Modifiable Third Party Code and 2) reverse engineer the Program modules that directly interface with the Modifiable Third Party Code provided that it is only for the purpose of debugging Licensee's modifications to such third party code. Rocket's service and support obligations, if any, apply only to the unmodified Program.

8. Governing Law, Jurisdiction, and Arbitration

Governing Law

Both You and Rocket consent to the application of the laws of the Commonwealth of Massachusetts, United States to govern, interpret, and enforce all of Your and Rocket's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Jurisdiction

All of our rights, duties, and obligations are subject to the local, state, and federal courts of the Commonwealth of Massachusetts, USA.

Rocket may terminate Your license if You fail to comply with the terms of this Agreement. If Rocket does so, You must destroy all copies of the Program.

Evaluation License

The evaluation period begins on the date that You agree to the terms of this Agreement and ends 1) after 60 days unless otherwise authorized by Rocket or 2) when the Program automatically disables itself. There is no charge for the use of the Program for the duration of the evaluation period. Unless Rocket specifies in the License Information that You may retain the Program, You will remove all installed copies and destroy the Program and any copies made of it within ten days of the end of the evaluation period. If Rocket specifies that You may retain the Program, and You elect to do so, the Program will be then subject to a different license agreement, that may be provided to You at that time. In addition, a charge may apply.

THE PROGRAM MAY CONTAIN A DISABLING DEVICE THAT WILL PREVENT IT FROM BEING USED AFTER THE EVALUATION PERIOD ENDS. YOU WILL NOT TAMPER WITH THIS DISABLING DEVICE OR THE PROGRAM. YOU SHOULD TAKE PRECAUTIONS TO AVOID ANY LOSS OF DATA THAT MIGHT RESULT WHEN THE PROGRAM CAN NO LONGER BE USED.

You may use the Program only for internal evaluation, testing, or demonstration purposes, or on a trial basis.

Rocket does not provide technical support, unless Rocket specifies otherwise.

Authorization for use on home/portable computer: This Evaluation License may be installed on more than one computer during the Evaluation Period as long as each computer is for your use only.

9. No Warranty for Evaluation Period

SUBJECT TO ANY STATUTORY WARRANTIES WHICH CANNOT BE EXCLUDED, ROCKET MAKES NO WARRANTIES OR CONDITIONS EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, REGARDING THE PROGRAM OR TECHNICAL SUPPORT, IF ANY.

Manufacturers, suppliers, or publishers of non-Rocket Programs may provide their own warranties.

LICENSE INFORMATION

The Programs listed below are licensed under the following terms and conditions in addition to those of the Software License Agreement for Evaluation of Programs.

Program Name: SystemBuilder Extensible Architecture
V20150219

The following terms and conditions apply to either the Software License Agreement or the Software License Agreement for Evaluation of Programs.

Limited Use Rights for Other Rocket Programs

If you acquired this Program as part of another Rocket Program ("Principal Program") that lists this Program under "Other Rocket Programs", you received this Program only in support of the Principal Program, and Your rights to use this Program will be limited by the license of the Principal Program. Please contact Your Rocket Sales Representative if you wish to acquire a separate license to this Program not limited by the Principal Program's license terms.

Excluded Components

The provisions of this paragraph do not apply to the extent they are held to be invalid or unenforceable under the law that governs this license. The components listed below are "Excluded Components." Notwithstanding any of the terms in the Agreement or any other agreement You may have with Rocket:

(a) the third party suppliers of such Excluded Components ("Suppliers") provide the components WITHOUT WARRANTIES OF ANY KIND and, such Suppliers DISCLAIM ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EXCLUDED COMPONENTS;

(b) in no event are the Suppliers liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages, including but not limited to lost data, lost savings, and lost profits, with respect to the Excluded Components; and,

(c) Rocket and the Suppliers are not liable to You, and will not defend, indemnify, or hold You harmless for any claims arising from or related to the Excluded Components.

Notices and important information that Rocket is required to provide to You with respect to the Excluded Components, including instructions for obtaining source code for certain Excluded Components, may be found in the NOTICES file(s) that accompanies the Program.

Your use of the Excluded Components is governed by the terms of the Agreement and not by any terms that may be contained in the NOTICES file(s). The terms contained in the Agreement are offered by Rocket and not by any other party. Future Program updates or fixpacks may contain additional Excluded Components. Such additional Excluded Components, and related notices and information, if any, will be listed in another NOTICES file that accompanies the Program update or fixpack.

The following are Excluded Components:

Gnostice Many2PDF Active X/.Net PDF Toolkit 2.1.0.33
Gnostice eDocEngine V2.0.0
Infragistics ProtoView DataTable V6.5
InstallShield 2009
Xceed Grid V4.0 for WPF .NET V4.0
OpenSSL V0.9.7e
System.Net.Http.dll V1.0.0
System.Net.Http.Formatting.dll V4.0.20710.0
System.Web.Http.dll V4.0.20710.0
System.Web.Http.SelfHost.dll V4.0.20710.0

Specified Operating Environment

The Program's specifications and specified operating environment information may be found in documentation accompanying the Program, if available, such as a read-me file, or other information published by Rocket, such as an announcement letter. You agree that such documentation and other Program content may be supplied only in the English language.

Authorization for Use on Home/Portable Computer: You may not copy and use this Program on another computer without paying additional license fees.

The following terms and conditions apply in addition to those of the Software License Agreement for Evaluation of Programs.

Authorization for Use on Home/Portable Computer: You may copy and use this Program on another computer without paying additional license fees during the Evaluation Period.

Evaluation Period

The evaluation period begins on the date that You agree to the terms of this Agreement and ends after 60 days.

PROGRAM-UNIQUE Terms

"U2" Refers to the UniVerse and UniData database products collectively.

Level of Use

Your use of a Program may not exceed the level defined by the number of user authorizations You have acquired as evidenced in your U2BusinessConnect entitlement record. The use of the Program is licensed for the single server to support the maximum number of concurrent user authorizations as specified in your U2BusinessConnect entitlement record. Consult Your U2BusinessConnect entitlement record to determine which charge metric terms apply to the Program You have licensed. The charge metric is specific to the part number that has been purchased and relies

on the serial number and authorization code issued by the U2BC application.

Concurrent Session - A Concurrent Session, at a given point in time, is each logical connection, existing at that time, between the Program and an end user interface device. Each such existing connection is counted as a Concurrent Session whether or not it is actually in use. If an individual end user establishes multiple connections, each one is counted as a separate Concurrent Session, even if they share a common physical pathway. The number of connections is not reduced by any program or machine, such as a front-end server or multiplexer, which may be used to concentrate the connections. The SBClient component provided with this Program may not be used to connect to previous versions of this Program.

Those U2 database editions which support Device Licensing allow multiple connections from a single client device using U2 middleware and telnet clients while consuming a single database license.

SB/XA can be installed on any UniVerse or UniData database edition. SB/XA is not supported on non-Rocket MultiValue databases.

You may not use the Programs or any component thereof to provide a service bureau application or commercial hosting services to third parties unless agreed to in writing by Rocket

TECH PREVIEW CODE

After having obtained a valid U2BusinessConnect Entitlement Record to use the Program, You may configure and use the DEMO functionality that accompanies the Program with the understanding that the DEMO is only a Tech Preview.

You may use Tech Previews only for purposes of testing and evaluation, but Tech Previews are not to be used for production purposes. The Tech Previews are not released for general availability and may be modified substantially before such release. The Tech Previews may not be at a level of performance or compatibility of generally available Rocket products. In addition, Rocket does not guarantee that the Tech Previews will ever be released for general availability as a Rocket product.

Notwithstanding any other terms in this license or any other agreement You may have with Rocket, the Tech Previews are subject to the following conditions: (a) all Tech Previews are provided on an "AS IS" basis; (b) ROCKET AND THIRD PARTIES DISCLAIM ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF NON-INFRINGEMENT OR INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (c) Rocket and Third Parties will not be liable to You or indemnify You for any claims related to the Tech Preview; (d) Rocket and Third Parties will not be liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages with respect to the Tech Preview; and (e) Tech Previews are provided without any maintenance support.

General Terms, Conditions and Restrictions

Licensee may not use the Programs or any component thereof to provide a service bureau application or commercial hosting services to third parties unless agreed to in writing by Rocket.