



ROCKET ALUMNI TERMS AND CONDITIONS

These Terms and Conditions incorporate any applicable Order Form to which they are attached or in which they are referenced (each, an “**Order Form**” and collectively, the “**Agreement**”), by and between Rocket Alumni Solutions Incorporated, a Delaware corporation (“**Rocket Alumni**”), and the Customer listed on such Order Form (“**Customer**”; together with Rocket Alumni, the “**Parties**” and each, a “**Party**”). Rocket Alumni provides a hosted, software-as-a-service platform that enables its customer to collect and structure their information so it can be easily discovered, understood, and publicly displayed (each, a “**Digital Archive**”) including, without limitation, on customer websites and/or through physical displays on customers’ premises, or otherwise. This Agreement establishes the business relationship and allocation of responsibilities regarding such Services, and the Parties therefore agree as follows:

BY EXECUTING AN ORDER REFERENCING THIS AGREEMENT, BY CLICKING “I AGREE” (OR A SIMILAR AFFIRMATIVE BUTTON), BY CREATING AN ACCOUNT, OR BY ACCESSING OR USING THE SERVICES, (A) CUSTOMER HEREBY ACCEPTS THIS AGREEMENT AND AGREES THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS AND CONDITIONS; AND (B) CUSTOMER HEREBY REPRESENTS AND WARRANTS THAT CUSTOMER HAS THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO BE BOUND TO ITS TERMS. IF CUSTOMER DOES NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT IN FULL AND WITHOUT MODIFICATION, ROCKET ALUMNI WILL NOT HAVE ANY OBLIGATIONS OR LIABILITY AND CUSTOMER WILL NOT HAVE ANY RIGHTS HEREUNDER.

1. Definitions. All capitalized terms used and not otherwise defined in the Agreement shall have the respective meanings ascribed to such terms in Section 13. This Agreement includes any Order Form entered into by the Parties and any and all additional terms and conditions referenced within this Agreement or any Order Form, such as the Rocket Alumni Documentation.

2. Services.

2.1 Access. Subject to the terms and conditions of this Agreement and except for Free Services (as defined below), access is conditioned upon timely payment of all fees due under this Agreement. Rocket Alumni will make the Services available to Customer, for Customer’s use solely as described below. Rocket Alumni may modify or delete any features of the Services in any manner that it determines in its sole discretion, including as may be necessary or desirable to meet any applicable legal, regulatory, or industry-standard requirements or demands. To the extent Rocket Alumni makes any application programming interfaces, software development kits, webhooks or similar integration tools available as part of the Services (collectively, “**APIs**”), Rocket Alumni may impose reasonable technical and usage limits on API calls and may monitor API usage for security, performance and abuse. Rocket Alumni may suspend or revoke Customer’s access to any APIs that Rocket Alumni reasonably believes are being used in a manner that threatens the security, availability or performance of the Services or violates this Agreement.

2.2 Authorized Users; Credentials. The Services may only be Authorized Users; Credentials. The Services may only be accessed by employees of Customer authorized by Customer to access the Services (each, an “**Authorized User**”) who have been properly issued valid credentials (“**Credentials**”). Customer shall be solely responsible for: (1) issuing, managing, and deleting Credentials, (2) verifying the identity of each Authorized User and validating use of Credentials by each Authorized User, (3) monitoring Authorized User’s access to the Services to ensure that only Authorized Users that are permitted to access and use the Services do so, and (4) ensuring that every Authorized User complies with this Agreement. Customer shall promptly inform Rocket

Alumni of any unauthorized use of the

Services or breach of this Agreement by any of its Authorized Users, promptly disable affected Credentials, take reasonable steps necessary to prevent further unauthorized access, and inform Rocket Alumni of the steps being taken to terminate such unauthorized use or breach. Notwithstanding the foregoing and for the avoidance of doubt, the media content, including Customer Data, that will be contributed to, generated by, and displayed through the Services on any Digital Archive will be publicly available to third parties via public web pages, publicly accessible physical displays located on Customer’s premises, or otherwise, and any such third parties viewing or interacting with any Digital Archive (each, an “**End User**”, and collectively, “**End Users**”) are not Authorized Users for purposes hereof.

2.3 Trial Services. If Customer registers for a free trial, free tier, or beta version of the Services as set forth in an Order Form (“**Free Services**”), Rocket Alumni will make such Free Services available to Customer on a trial basis free of charge until the earlier of: (a) the end of the free trial period for which Customer registered to use the applicable Free Services; (b) the start date of any paid subscription for the Services as ordered by Customer; or (c) termination of Free Services by Rocket Alumni in its sole discretion. In addition to the terms and conditions of this Agreement, Free Services are subject to specific usage limits (e.g., time limits, storage caps, activity thresholds) which Rocket Alumni reserves the right to modify at any time. If Customer exceeds these limits, Customer must upgrade to a paid subscription for the Services or access will be suspended or terminated.

3. Customer Responsibilities.

3.1 Customer Data. As between Customer and Rocket Alumni, and their respective Affiliates, Customer is solely responsible and liable for the accuracy, completeness, validity, authorization for use (including transmission) and integrity of all Customer Data, regardless of form or format, including any names, photographs, likenesses, statistics and other information about individuals. Certain features of the Services may permit Customer and its Authorized Users to upload content to the Services, including messages, photos, videos, data, records, and

other content, which shall be deemed Customer Data for purposes of this Agreement.

To the fullest extent permitted by law, Rocket Alumni will have no liability to Customer or any Authorized Users in connection with any Customer Data that Customer or any Authorized Users disclose on the Services that any End User of the Services uses, discloses or otherwise exploits in any manner. Customer will (a) inform Authorized Users of all Customer policies and practices that are relevant to their use of the Services to create a Digital Archive; and (b) ensure the transfer and processing of Customer Data under this Agreement is lawful. Rocket Alumni shall have no responsibility whatsoever to verify the completeness or accuracy of any Customer Data, to compare any Customer Data with any other records, information or data in Rocket Alumni's custody or control or to audit or investigate the completeness or accuracy of Customer Data in any manner and for any purpose. Without limiting the foregoing, Customer is required to (and represents to Rocket Alumni) that it has obtained any rights, consents, licenses, and permissions from natural persons whose PII is featured within or a part of the Customer Data required by applicable law to permit Rocket Alumni to process and use such Customer Data as contemplated by this Agreement and as necessary for Customer and Rocket Alumni to host, reproduce, modify, publicly display, publicly perform and otherwise use the Customer Data as contemplated by this Agreement, including any required consents or releases relating to rights of privacy or publicity (including to display such Customer Data to End Users via Digital Archives or otherwise). Customer is solely responsible for maintaining its own independent backups and copies of all Customer Data. Upon Customer's reasonable written request during the Term, Rocket Alumni will provide Customer with an export of Customer Data in a standard format then-supported by the Services. Rocket Alumni reserves the right to delete Customer Data or PII upon termination or expiration of this Agreement or in accordance with its then-current data retention policies. It is Customer's responsibility, not Rocket Alumni's, to maintain backups and copies of all Customer Data. If and as required by applicable law, Rocket Alumni will, upon reasonable request, allow Customer to obtain copies of certain Customer Data then in Rocket Alumni's possession or control.

3.2 Compliance. Customer is solely responsible for compliance with all laws and regulations with respect to Customer's use, the use by Authorized Users, and the use by third parties (including End Users) of the Services, and their functionality. Customer and its Authorized Users shall not use the Services in any manner that (a) is misleading, fraudulent or negligent, or (b) infringes any third party's rights. Customer represents and warrants to Rocket Alumni that all Customer Data: (i) is owned by Customer or provided with the express consent from any applicable Authorized User, any applicable End User, individual, or other third party holding any ownership rights (including copyright) over, or privacy right in, such data; (ii) do not slander, defame, libel, or violate the rights of any person or entity, including rights of publicity, privacy, or under applicable law, or (iii) cause Rocket Alumni to violate any law or regulation.

3.3 Certain Restrictions. Customer shall not use the Services in whole or in part for any purpose except as expressly permitted under this Agreement. Without limiting the foregoing, Customer (whether itself or through

a third party) shall not, and Customer shall ensure that no within the Services that involve integrations with Third Party Authorized User or End User shall, (a) decompile, decode, Platforms, and may enable data exchange between the

disassemble, or otherwise reverse engineer the Services or any component thereof; (b) copy, in whole or in part, the Services or any component thereof other than for limited back-up purposes (if applicable) and provided that all original proprietary marks and legends are reproduced in the copy; (c) modify, enhance, create derivative works of, combine with other programs, or otherwise change the Services; (d) employ any scraping method; (e) provide access to the Services other than through a domain supported by Rocket Alumni, provided, however, that any Digital Archive may be made available on a domain not supported by Rocket Alumni; (f) develop or have developed any product or service using or based on any component of the Services; (g) sublicense, sell, rent, lease, transfer, transmit, distribute or otherwise make available the Services or any component thereof or provide service bureau or timeshare services using the Services or any component thereof, (h) use the Services for any illegal purpose or in violation of any local, state, national, or international law; (i) harass, threaten, demean, embarrass, or otherwise harm any other user of the Services; (j) violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right; (k) interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) attempting to discover the source code of any portion of the Services except to the extent that the activity is expressly permitted by applicable law; (g) interfere with the operation of the Services or any user's enjoyment of the Services, including by: (i) uploading or otherwise disseminating any virus, malware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Services; or (iii) collecting personal information about another user or third party without consent; (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Services, (h) upload, transmit, store, display, distribute, or otherwise make available any pornographic, lewd, obscene, sexually explicit, or otherwise inappropriate content, (i) sell or otherwise transfer the access granted under this Agreement, including Customer Data, or any right or ability to view, access, or use any Customer Data, and (j) attempt to do any of the acts described in this **Section 3.3** or assist or permit any person in engaging in any of the acts described in this **Section 3.3**.

3.4 Links to Other Sites. The Services, including any Digital Archive, may contain links to and/or APIs from other websites. The fact that the Services link to a website is not an endorsement, authorization or representation of Rocket Alumni's affiliation with that third party. Rocket Alumni does not exercise control over third party websites. These other websites may place their own cookies or other files on Customer's, any Authorized User's or any End User's computer, collect data, or solicit personal information from Customer, any Authorized User, or any End User. Other sites follow different rules regarding the use or disclosure of the personal information Customer, any Authorized User, or any End User submits to them. Rocket Alumni encourages Customer, any Authorized User, and any End User to

read the privacy policies and terms of use for any such website.

3.5 Integration of Rocket Alumni Platform. Customer, any Authorized User or any End User may choose to use features within the Services that involve integrations with Third Party Authorized User or End User shall, (a) decompile, decode, Platforms, and may enable data exchange between the

Services and the applicable Third Party Platform. **“Third Party Platform”** means any platform, add-on, service or product provided by any third party that is integrated or enabled for use with the Services, including Customer’s own systems, software, or infrastructure. Use of Third Party Platforms is subject to Customer’s agreement with the Third Party Platform provider. The Services may permit Customer to transmit information to and from Third Party Platforms owned or managed by Customer, including via application programming interface, code snippet or other software, flat file upload, file transfer protocol, or otherwise. Any such Third Party Platform, or any other Third Party Platform owned or controlled by Customer that interacts with the Services or any output thereof, is a **“Customer System”**. Customer acknowledges and agrees that to perform the Services, Rocket Alumni shall at its discretion be able to, and Customer hereby grants Rocket Alumni any and all rights to, access, test, and periodically audit any Customer System and its connection to the Services. Rocket Alumni does not control and has no responsibility or liability whatsoever for Third Party Platforms, including their security, functionality, operation, availability or interoperability, the accuracy or completeness of any data provided by or stored in such Third Party Platforms, or how Third Party Platforms use or process data received from the Services.

3.6 End User Opt-Out; Monitoring Content. Rocket Alumni does not control and does not have any obligation to monitor: (a) Customer Data; (b) PII; (c) any content made available by third parties that are included in the Services; or (d) the use of the Services by its End Users.

Customer acknowledges and agrees that Rocket Alumni reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Services for operational and other purposes, including Customer Data and PII. If at any time Rocket Alumni chooses to monitor the content, Rocket Alumni still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content.

During monitoring, information may be examined, recorded, copied, and used in accordance with our privacy policy. Rocket Alumni may, at any time and without prior notice, screen, remove, edit, or block any Customer Data or PII that in its sole judgment violates this Agreement or is otherwise objectionable. Customer understands that when using the Services, Customer, any Authorized Users, and any End Users will be exposed to Customer Data and PII from other users and acknowledge that Customer Data and PII may be inaccurate. Customer agrees to waive, and do waive, any legal or equitable right or remedy it has or may have against Rocket Alumni with respect to Customer Data or PII to the maximum extent permitted by law. Customer shall provide End Users with a reasonable mechanism to request removal of their PII from any Digital Archive. Upon receipt of such request and a determination by Customer that such removal is required by law or otherwise necessary to comply with the terms of this

Agreement, Customer shall promptly remove the End User’s PII from all applicable Digital Archives within a commercially reasonable timeframe and immediately notify Rocket Alumni of the End User’s request (which notice shall include the materials terms of any End User’s request, including any specific reasons asserted by End User for such request). Customer acknowledges and agrees that Rocket Alumni has no obligation to monitor, process, or fulfill any such End User

requests, and Customer shall remain solely responsible for compliance with all applicable laws regarding such removal, provided, however, that Rocket Alumni will provide Customer with commercially reasonable assistance to fulfill such requests from End Users.

3.7 Hardware. To the extent Rocket Alumni provides, sells, or makes available any physical equipment, devices, or other hardware to Customer (**“Hardware”**), such Hardware is provided strictly on an **“AS IS,” “WHERE IS,”** and **“WITH ALL FAULTS”** basis. Rocket Alumni makes no representations or warranties of any kind with respect to the Hardware, and expressly disclaims all warranties, whether express, implied, or statutory, including without limitation any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, title, or non-infringement, as well as any warranties arising from course of dealing, usage, or trade practice. Rocket Alumni shall have no responsibility or liability for the Hardware or for any damages, losses, failures, or claims arising out of or relating to the Hardware, its installation, configuration, operation, or use. Customer acknowledges and agrees that its sole and exclusive rights with respect to the Hardware are those provided by the original manufacturer of such Hardware, if any, and Rocket Alumni will pass through to Customer any such manufacturer’s warranties to the extent permitted. Customer must pursue any warranty claims with respect to Hardware directly against the manufacturer.

3.8 Digital Millennium Copyright Act Takedown Notice. Rocket Alumni respects the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act (**“DMCA”**), Rocket Alumni will respond to proper notices of alleged copyright infringement. If Customer, any Authorized User or any End User believes that any content on the Services infringes his, her or its copyright, please send a notice to Rocket Alumni’s designated DMCA agent at: legal@rocketalumnisolutions.com. Any such DMCA notice must include the following information as required by 17 U.S.C. §512(c)(3): (1) physical or electronic signature; (2) identification of the copyrighted work claimed to be infringed;(3) identification of the material claimed to be infringing and information reasonably sufficient to permit Rocket Alumni to locate the material; (4) contact information; (5) a statement that such person providing notice has a good faith belief that use of the material is not authorized; and (6) a statement that the information in the notice is accurate and, under penalty of perjury, such person providing notice is authorized to act on behalf of the copyright owner. If material Customer, any Authorized User, or any End User posted has been removed in error, a counter-notification containing the information required by 17 U.S.C. §512(g)(3) may be sent to the Rocket Alumni DMCA agent. Upon receipt of a valid counter-notification, Rocket Alumni may restore the material unless the original complaining party files a court action.

4. Ownership.

4.1 Services. As between Rocket Alumni and Customer, title to, and ownership of the Services, including all patents, copyrights and other intellectual property rights applicable thereto and any improvements or derivative works thereof, shall at all times remain solely and exclusively with Rocket Alumni and its licensors. Nothing contained herein shall be construed as granting Customer any rights in or to the Services, other than the right to use the Services as expressly stated

herein.

4.2 Customer Data. As between Customer and Rocket Alumni, Customer shall retain title to and ownership of all Customer Data. Customer hereby grants to Rocket Alumni and its relevant service providers a limited, nonexclusive, royalty-free, right and license, to access, store, reproduce, display, handle, perform, transmit, test, modify, process, combine with other data, and otherwise use Customer Data (a) as necessary for performance of Rocket Alumni's obligations and exercise of Rocket Alumni's rights under this Agreement during the Term; (b) as required by applicable law; (c) to improve Rocket Alumni's products and services, and (d) to analyze Customer Data to recommend additional Rocket Alumni solutions, features, or services that may be of value to Customer, and for other general business purposes. Notwithstanding anything to the contrary in this Agreement, Rocket Alumni may collect, analyze and use Customer Data, data, statistics or other information obtained through the provision, use and performance of various aspects of the Services and aggregate such data, statistics or other information with data, statistics or other information obtained from other sources, and may use such combined data and analytics for lawful business purposes, including improvement of Rocket Alumni's products or services. Rocket Alumni owns Usage Data. Except for Customer Data and Third Party Software, all information and materials contained on or within the Services, including, but not limited to, text, graphics, HTML, look and feel, images, illustrations, designs, photographs, audio, video, press releases, names, icons, typefaces, software (both source and object code), format, queries, algorithms and written and other materials and information (collectively, "**Rocket Alumni Content**"), as well as their selection and arrangement, and all intellectual property and other rights relating to Rocket Alumni Content, as between the Parties are solely and exclusively owned by Rocket Alumni.

4.3 Feedback. The Parties acknowledge and agree that Rocket Alumni may solicit and Customer may provide to Rocket Alumni suggestions, ideas, enhancement requests, feedback, recommendations, or other information relating to the Services (the "**Feedback**"). Customer hereby grants to Rocket Alumni an irrevocable, perpetual, worldwide, royalty-free right and license to disclose, use and incorporate the Feedback in connection with the development and distribution of the Services and related products and services.

5. Fees; Expenses; Payment Terms.

5.1 Fees. Customer shall pay Rocket Alumni the fees in accordance with the schedule set forth in the applicable Order Form. Unless otherwise set forth on an Order Form, all fees are payable up front or on an annual basis; all fees are nonrefundable (except in the event of a termination of this Agreement due to Rocket Alumni's uncured material breach, in which case a pro-rata refund of pre-paid annual subscription fees may be provided). Order Form shall also include any online registration form or checkout flow completed by Customer activating the Services.

5.2 Payment Terms.

(a) Payment terms are described in Order Forms. In the absence of any specific description that overrides this **Section 5.2(a)**, invoices are payable within thirty (30) days after the date of invoice. Late payments are subject to a 1.5% per month compounding interest finance charge, without limitation to Rocket Alumni's other remedies. For subscriptions purchased online or by credit card or other electronic payment method, Customer authorizes Rocket Alumni (and its third-party payment processors) to charge all applicable fees and taxes to Customer's designated payment method on a recurring basis in accordance with the terms set forth in this Agreement and the applicable Order Form.

(b) In the event of any dispute over an amount in any invoice, (i) Customer shall provide written notice of the dispute, including the specific reason for the dispute and the specific amount in dispute, prior to the due date of the applicable invoice (otherwise Customer waives any right to raise such dispute), (ii) Customer shall pay all undisputed amounts on time, and (iii) the Parties shall work together to promptly address the dispute within thirty (30) days after the Customer's notice thereof.

5.3 Tax. The payment obligations set forth in this Agreement are exclusive of all sales, use, value-added, privilege, excise or similar taxes or duties levied upon Customer. Customer shall be solely responsible for paying any applicable taxes levied or based on its use of the Services provided under this Agreement, exclusive of taxes levied on Rocket Alumni's income. Rocket Alumni may, but is not obligated to, invoice Customer for any such taxes and remit any payments made on any such invoice directly to the appropriate taxing authorities. Customer is responsible for obtaining and providing to Rocket Alumni any certificate of exemption or similar document required to exempt any transaction from sales, use or similar tax liability. All amounts are quoted and payable in US dollars, unless otherwise noted, and are exclusive of taxes.

6. Representations and Warranties; Disclaimers.

6.1 Mutual. Each Party hereby represents and warrants to the other that: (a) it has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby; and (b) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of such Party and do not conflict with or violate any agreement with any third party or with its organizational documents.

6.2 Customer. Customer represents and warrants that it has the right to transmit or have transmitted the Customer Data to the Services and to permit the Customer Data to be used by Rocket Alumni as contemplated by this Agreement. Customer represents

and warrants that, to the extent it or any party on its behalf inputs, submits, uploads or otherwise transfers PII to the Services, such action, and the use of such PII in accordance with this Agreement, has been duly authorized and consented to by the applicable subject of the PII.

6.3 Rocket Alumni. Rocket Alumni represents and warrants to and for the benefit of Customer that the Services shall perform in all material respects in accordance with the Rocket Alumni Documentation. Rocket Alumni's sole obligation under this warranty, and

Customer's sole and exclusive remedy for any breach of this warranty, shall be for Rocket Alumni to use commercially reasonable efforts to repair or replace, at its option, the defective Services in response to Customer's written report of nonconformity received by Rocket Alumni. The warranty set forth in this Section 6.3 shall not apply to any Free Services. Free Services are provided strictly 'AS IS' and 'AS AVAILABLE' without any warranty of any kind.

6.4 Security. Rocket Alumni warrants that its Services: (i) are designed to protect against most cyberattacks; (ii) have safeguards designed to thwart known or commonly occurring cyberattacks; and (iii) have security features designed to (a) prevent unauthorized modification by third parties of the Services or data stored therein; (b) prevent using the Services as an entry point to conduct a cyberattack against Customer's computer network; and (c) encrypt all data stored or transmitted by the Services. The warranty set forth in this Section 6.4 shall not apply to any Free Services.

6.5 Disclaimer of Warranties. EXCEPT FOR THE WARRANTIES EXPLICITLY MADE BY ROCKET ALUMNI IN THIS AGREEMENT, (i) ROCKET ALUMNI AND ITS LICENSORS OR SERVICE PROVIDERS EXCLUDE AND DISCLAIM ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ROCKET ALUMNI PROVIDES THE SERVICES AND ALL OTHER PERFORMANCE HEREUNDER "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND EXCEPT AS EXPRESSLY STATED HEREIN, (ii) ROCKET ALUMNI DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT IT WILL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER AND (iii) ROCKET ALUMNI AND ITS LICENSORS OR SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE PRODUCTS OR SERVICES OF THIRD PARTIES THAT ROCKET ALUMNI MAY SUPPLY TO CUSTOMER FOR USE IN CONNECTION WITH THE SERVICES.

6.6 Additional Disclaimers. The Services are intended to assist Customer in certain community member engagement and recognition activities, but are not guaranteed to be accurate and are not intended to replace careful reviews of community member information, including Customer Data, conducted by professionals at Customer. Rocket Alumni is not responsible for loss of data in transmission, errors of any kind, improper transmission caused by an act or omission by Customer, an Authorized User or any third party using

the Services (including End Users) or otherwise, or a failure by Customer, an Authorized User or any third party to act on any communication transmission to or by Customer or an Authorized User through the Services.

Customer acknowledges and agrees that Customer is responsible for performing any backups of Customer Data that Customer wishes to back up.

6.7 Third Party Software. Notwithstanding anything to the contrary in this Agreement:

(a) TO THE EXTENT ROCKET ALUMNI PROVIDES ACCESS TO ANY THIRD PARTY SOFTWARE OR INCLUDES ANY THIRD PARTY SOFTWARE AS PART OF THE SERVICES (INCLUDING BY RELYING ON THIRD PARTY ARTIFICIAL INTELLIGENCE MODELS), SUCH THIRD PARTY SOFTWARE IS

PROVIDED ON AN "AS IS" BASIS. ROCKET ALUMNI DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY THIRD PARTY SOFTWARE. ARTIFICIAL INTELLIGENCE AND MACHINE LEARNING ARE RAPIDLY EVOLVING FIELDS OF STUDY. GIVEN THE PROBABILISTIC NATURE OF MACHINE LEARNING AND ARTIFICIAL INTELLIGENCE, USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY ARTIFICIAL INTELLIGENCE MODELS, MAY IN SOME SITUATIONS RESULT IN INCORRECT OR INACCURATE OUTPUT. CUSTOMER AND ITS AUTHORIZED USERS MUST EVALUATE THE ACCURACY OF ANY OUTPUT OF THE SERVICES AS APPROPRIATE FOR ITS USE CASE, INCLUDING BY USING HUMAN REVIEW, AND CUSTOMER ACCEPTS SOLE RESPONSIBILITY FOR, AND ACKNOWLEDGES THAT IT EXERCISES ITS OWN INDEPENDENT JUDGMENT IN, ITS SELECTION AND USE OF THE SERVICES, INCLUDING ANY THIRD PARTY ARTIFICIAL INTELLIGENCE MODEL OUTPUT AND ANY RESULTS OBTAINED THEREFROM.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ROCKET ALUMNI SHALL NOT HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY THIRD PARTY SOFTWARE, INCLUDING PENALTIES IMPOSED BY ANY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

(c) Rocket Alumni does not have any indemnification obligations with respect to Third Party Software. Rocket Alumni has no obligation to provide Services for Third Party Software, except to the extent Rocket Alumni integrates such Third Party Software with the Services.

6.8 Compliance with Law. Each Party agrees in the performance of its duties hereunder, to comply with all applicable Federal, State, and local laws and regulations.

6.9 No Reliance. Any reliance Customer, any Authorized Users, or any End Users place on the Services, Rocket Alumni Content, or Customer Data is strictly at Customer's, any Authorized User's or any End User's own risk. Rocket Alumni disclaims all liability and responsibility arising from any reliance placed on such materials by such parties or by anyone who may be informed of or exposed to such materials. All statements, conclusions, and/or opinions expressed in the Customer Data are solely the statements, conclusions, and/or

opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the statements, conclusions, and/or opinions of Rocket Alumni. Rocket Alumni is not responsible, or liable to Customer, any Authorized User or any third party, including, without limitation, any End User, for the content or accuracy of any such materials provided by or to Customer, any Authorized User, or any third parties.

7. Limitation of Liability.

7.1 CERTAIN DAMAGES. IN NO EVENT SHALL ROCKET ALUMNI OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OR LICENSORS OR THIRD PARTY SERVICE PROVIDERS

HAVE ANY LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE LIABILITY, LOSS OR DAMAGES INCURRED BY CUSTOMER, ANY CUSTOMER OF CUSTOMER OR ANY OTHER PERSON OR ENTITY CLAIMING BY OR THROUGH CUSTOMER ARISING FROM OR OCCASIONED BY OR THROUGH THE USE BY CUSTOMER OR ANY END USER OF THE SERVICES, OR THE ACCESSIBILITY OR INACCESSIBILITY THERETO, WHETHER CLAIMED UNDER CONTRACT, TORT, OR ANY OTHER LEGAL THEORY EVEN IF THE PARTIES OR ANY OF SUCH OTHER PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY OF THESE DAMAGES.

7.2 AGGREGATE CAP. THE MAXIMUM AGGREGATE LIABILITY OF ROCKET ALUMNI AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND THIRD PARTY VENDORS FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF SUCH CLAIMS, SHALL BE THE LESSER OF (i) THE ACTUAL DAMAGES SUSTAINED BY CUSTOMER WITH RESPECT TO SUCH CLAIMS OR (ii)(A) EXCEPT IN THE CASE OF FREE SERVICES, THE GREATER OF \$10,000 OR (B) THE SERVICES FEES, IF ANY, ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE LAST ACT OR OMISSION GIVING RISE TO SUCH LIABILITY.

7.3 BASIS OF BARGAIN. THE LIMITATIONS AND DISCLAIMERS IN THIS SECTION 7 ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND EACH PARTY ACKNOWLEDGES AND AGREES THAT, BUT FOR SUCH LIMITATIONS AND DISCLAIMERS, THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ON THE TERMS SET FORTH HEREIN. THE LIMITATIONS ON LIABILITY, DAMAGES DISCLAIMERS, AND WARRANTY DISCLAIMERS WITHIN THIS AGREEMENT SHALL APPLY, WITHOUT LIMITATION, TO ANY SERVICES THAT MAY BE PROVIDED BY ROCKET ALUMNI TO CUSTOMER WITHOUT FORMAL DOCUMENTATION OR WITHOUT CHARGING A FEE.

8. Indemnification Obligations.

8.1 Customer Indemnification Obligations. Customer agrees to defend, indemnify and hold harmless Rocket Alumni, and its Affiliates, licensors, and service providers, and all officers, directors, employees and successors and assigns thereof ("**Rocket Alumni Indemnified Parties**") from and against all claims, demands, proceedings, suits and actions and all operation or use of the Services with non-Rocket Alumni liabilities, losses, expenses and costs (including any services, program(s) or data (including Third Party Software); (iii) reasonable legal fees and expenses relating to Rocket use of other than the latest unmodified release of the Services if Alumni's defense) arising from: (a) the alleged or actual such infringement could have been avoided by use of the latest use or misuse of the Services by Customer, its unmodified release; (iv) use of the Services by any Customer Authorized Users or any End User; (b) the unauthorized Indemnified Party beyond the scope of the express rights and access or use of the Services or other systems of Rocket licenses granted in this Agreement; or (v) breach of this Alumni (including its Affiliates) by Authorized Users or Agreement or violation of law. Where an Infringement Claim arises with respect to third party products or services, Rocket End Users or through Customer's assigned Credentials; (c) the data and information provided by or on behalf of Alumni's sole obligation is to pass through to Customer any Customer or an Authorized User (whether properly or indemnity that may be available to Customer under the terms and improperly obtained) in conjunction with the Services conditions of the agreement between Rocket Alumni and such including Customer Data; or (d) any claim of infringement, third party vendor. misappropriation, or violation of any other proprietary

right by any Customer Data; provided, however, that Customer shall not be obligated to indemnify the Rocket Alumni Indemnified Parties to the extent that the damages result from a material breach by the Rocket Alumni Indemnified Parties of its obligations under this Agreement.

8.2 Rocket Alumni Indemnification Obligations.

(a) Subject to the provisions of this **Section 8.2(a)** and the indemnification process set forth in **Section 8.3**, Rocket Alumni agrees to defend Customer and its Affiliates, successors, officers, directors, employees and assigns ("**Customer Indemnified Parties**") from and against any action or proceeding brought by a third party against the Customer Indemnified Parties to the extent such action or proceeding results directly from a claim by such third party that (i) the Customer Indemnified Parties' use of the Services in accordance with and as permitted under this Agreement infringes that third party's registered patent or registered copyright, in each case enforceable in the United States (an "**Infringement Claim**"), (ii) Rocket Alumni (or a Rocket Alumni employee or contractor) owes taxes, benefits, back salary, or other employment related compensation to the claimant third party, or (iii) Rocket Alumni has violated applicable law. Rocket Alumni will indemnify and hold harmless the Customer Indemnified Parties for those costs and damages (including reasonable attorneys' fees, experts' fees and court costs) (collectively, "**Damages**") that a court fully and finally awards against the Customer Indemnified Parties in any such action or proceeding that are directly and specifically attributable to such indemnifiable claims defended by Rocket Alumni or those Damages agreed to in a monetary settlement of such action or proceeding reached by Rocket Alumni on the Customer Indemnified Parties' behalf. For clarity, Rocket Alumni has no obligation or liability with respect to any claim that arises with respect to Third Party Software or Customer Data. Rocket Alumni shall have no indemnification obligations to Customer Indemnified Parties under this Section 8.2(a) with respect to any claim arising from or related to Free Services.

(b) In the event that the Services become or are likely to become the subject of an Infringement Claim, Rocket Alumni may (or, in the event of an injunction that prohibits Customer from using the Services, Rocket Alumni shall), at its option: (i) modify or replace the affected parts so the Services become non-infringing or (ii) if the foregoing cannot reasonably be accomplished, refund the fees pre-paid by the Customer to Rocket Alumni and terminate this Agreement without further liability.

(c) Rocket Alumni shall have no obligation to indemnify any Customer Indemnified Parties with respect to any claim to the extent caused by a Customer Indemnified Party's: (i)

(ii) combination, unauthorized modification of the Services; (ii) combination, demands, proceedings, suits and actions and all operation or use of the Services with non-Rocket Alumni liabilities, losses, expenses and costs (including any services, program(s) or data (including Third Party Software); (iii) reasonable legal fees and expenses relating to Rocket use of other than the latest unmodified release of the Services if Alumni's defense) arising from: (a) the alleged or actual such infringement could have been avoided by use of the latest use or misuse of the Services by Customer, its unmodified release; (iv) use of the Services by any Customer Authorized Users or any End User; (b) the unauthorized Indemnified Party beyond the scope of the express rights and access or use of the Services or other systems of Rocket licenses granted in this Agreement; or (v) breach of this Alumni (including its Affiliates) by Authorized Users or Agreement or violation of law. Where an Infringement Claim arises with respect to third party products or services, Rocket End Users or through Customer's assigned Credentials; (c) the data and information provided by or on behalf of Alumni's sole obligation is to pass through to Customer any Customer or an Authorized User (whether properly or indemnity that may be available to Customer under the terms and improperly obtained) in conjunction with the Services conditions of the agreement between Rocket Alumni and such including Customer Data; or (d) any claim of infringement, third party vendor.

(d) THIS **SECTION 8.2** STATES THE SOLE OBLIGATION AND ENTIRE LIABILITY OF ROCKET ALUMNI OR ANY SUCH THIRD PARTY VENDOR OR SERVICE PROVIDER OF ROCKET ALUMNI, AND THE CUSTOMER INDEMNIFIED PARTIES' SOLE AND EXCLUSIVE REMEDY, FOR ANY INFRINGEMENT CLAIM RELATING TO THIS AGREEMENT.

8.3 Indemnification Process. If either Party requests indemnification pursuant to **Section 8 ("Requesting Party")**, it shall give notice to the Party from which indemnification is requested ("**Requested Party**") promptly after the receipt of any claim that may be indemnifiable hereunder and afford the Requested Party the opportunity to control the defense and approve any compromise, settlement, litigation or other resolution or other disposition of such claim; provided, however, that: (a) if the Requested Party fails or elects not to either defend or settle any such claim, the Requesting Party may defend the claim, and keep the Requested Party informed of the progress of such claim; or (b) settle the claim for a commercially reasonable result and consult with the Requested Party before agreeing to a settlement amount. The Requesting Party shall have the right to participate in the defense of any such claim with its own counsel and shall be responsible for all fees and costs associated with the same.

9. Trademarks; Publicity. Any use of the name or any trade name, trademark or service mark of a Party or any of its Affiliates in any promotion, advertising or other similar materials or in any publicity or news releases by the other Party or any Affiliate of the other Party shall be subject to the prior written approval of the first Party and its Affiliates, as the case may be.

Notwithstanding the foregoing, Rocket Alumni shall have the right to use Customer's name and logo (in accordance with Customer's standard guidelines to the extent provided to Rocket Alumni) to publicly disclose (including on client lists published on Rocket Alumni's website) that Customer is a user of Rocket Alumni's services, or to present such name and logo as part of the Services under this Agreement.

10. Confidential Information.

10.1 Acknowledgement. Each Party (the "**Recipient**") acknowledges and agrees that all Confidential Information of the other Party (the "**Disclosing Party**") (a) is and shall remain the sole and exclusive property of the Disclosing Party, (b) is critical to the Disclosing Party's competitive position in the marketplace, and (c) is valuable, trade secret property.

With respect to Personal Information, such Confidential

Information is or may be subject to certain laws and regulations governing the privacy and security of such Personal Information. Each Party agrees to safeguard Confidential Information against unauthorized access, acquisition, use or disclosure. Each Party agrees that it and its Representatives (as defined below) or Affiliates to whom it discloses Personal Information pursuant to this Agreement has implemented and will maintain a written information security program containing administrative, technical and physical safeguards for the protection of Personal Information that are designed to (x) ensure the security and confidentiality of Personal Information; (y) protect against any anticipated threats or hazards to the confidentiality, security, or integrity of Personal Information; and (z) protect against any unauthorized

access to, acquisition of, or use of such Personal Information not authorized pursuant to this Agreement, including, but not limited to, any access or use that could result in substantial harm or inconvenience to either Party. Notwithstanding anything set forth in this **Section 10** to the contrary, Customer Data or other information contributed by Customer, any Authorized User or otherwise for use in the Services, including in any Digital Archive of Customer, shall not: (i) be deemed to be the Confidential Information of Customer, or (ii) be subject to the terms and conditions of this **Section 10**; and such information may be freely disclosed to End Users.

10.2 Restrictions on Use and Disclosure. Except as expressly set forth herein, the Recipient agrees that it will (a) hold in confidence and not disclose to any third party other than its Representatives (as defined below) any Confidential Information of the Disclosing Party; (b) protect such Confidential Information against unauthorized use or disclosure with at least the same degree of care that Recipient uses to protect its own Confidential Information, but in no case less than a reasonable degree of care; (c) use the Disclosing Party's Confidential Information only as provided for in this Agreement; and (d) limit access to the Disclosing Party's Confidential Information to its Representatives having a need to know such Confidential Information and who are bound by confidentiality obligations substantially similar to those contained herein. The Recipient shall be liable to the Disclosing Party for any breach by any of its Representatives of the terms and conditions contained herein.

10.3 Personal Information. Both Parties agree that Confidential Information will not be disclosed, given, bartered, sold, traded, transferred or exchanged in any way to a third party except as specifically permitted herein (other than due to a change of control of the applicable Recipient) and if this were to occur, it would be a material breach of this Agreement, unless such Party otherwise has the independent right to engage in any of the foregoing activities outside of this Agreement.

10.4 Required Disclosure. If the Recipient or any of its Representatives is required to disclose in connection with any proceeding, or otherwise becomes legally compelled to disclose, any Confidential Information, the Recipient shall provide the Disclosing Party (at the Disclosing Party's expense) prompt prior written notice and reasonable assistance so as to enable the Disclosing Party to seek a protective order or other appropriate remedy or waive compliance with this Agreement. The Recipient shall not, and shall not permit its

Representatives to, oppose any action by the Disclosing Party to obtain a protective order or other appropriate remedy. If such a protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with this **Section 10**, the Recipient (or such Representative required to disclose Confidential Information) may disclose such Confidential Information, but only such Confidential Information as it is legally required to disclose to avoid contempt or other penalty or to comply with such request or requirement of the governmental authority, all in the reasonable opinion of counsel to the Recipient, and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded all such Confidential Information. Notwithstanding any legally required disclosure,

such Confidential Information so disclosed shall continue to be protected by the non-disclosure and non-use obligations of this Agreement.

10.5 Data Breach. Rocket Alumni shall notify Customer of any breach of Customer's Confidential Information or acquisition of computerized data that compromises the security, confidentiality, or integrity of information maintained by Rocket Alumni, within seventy two (72) hours following discovery, if the information was, or is reasonably believed to have been, acquired by a person without valid authorization. Good faith acquisition of information by an employee or agent of Rocket Alumni for the purposes of the business contemplated herein is not a breach only if the information is not used for any other purpose or subject to unauthorized disclosure. Such required notice may be provided by either written notice (including via electronic mail), or telephone.

10.6 Representatives. The Recipient may disclose or otherwise make available Confidential Information of the other Party to its attorneys, accountants, employees, officers, directors, agents, representatives, subcontractors or other persons performing Recipient's obligations or exercising its rights under this Agreement, in each case who need to know such Confidential Information ("**Representatives**"). Whenever Confidential Information is permissibly shared under this provision, each Party agrees that it will be disclosed to such Representative(s) subject to confidentiality obligations at least as restrictive as those between the Parties in this Agreement.

10.7 Return of Confidential Information. Upon termination of this Agreement, promptly upon written request by the Disclosing Party, the Recipient shall return to the Disclosing Party all Confidential Information in Recipient's possession or control, including all copies thereof, in whole or in part, or upon written agreement of the Disclosing Party, shall destroy such Confidential Information and provide an affidavit to the Disclosing Party of such destruction. If the Recipient is unable to delete, purge or destroy any Confidential Information from the Recipient's storage or archival media, Recipient shall notify the Disclosing Party in writing, specifying the information and location thereof, and shall retain such Confidential Information only on its storage or archival media, and shall not otherwise access or use it. The Recipient may retain Confidential Information as required by applicable law. Any information so retained must be protected consistent with the terms herein for so long as it is maintained.

11. **Term.** The rights and obligations herein shall be effective on the effective date of the applicable Order Form and shall continue for a period outlined in the applicable Order Form (the "**Initial Term**"), subject to earlier termination in accordance with the provisions of this Agreement. Upon the expiration of the Initial Term, this Agreement which shall automatically renew for additional successive subscription periods of one (1) year each at Rocket Alumni's then current rates (each, a "**Renewal Term**"), unless either Party provides the other Party with written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current Renewal Term, or unless earlier terminated as provided in the Agreement.

12. Termination.

12.1 Upon an Event of Default. Either Party shall have the right to terminate this Agreement immediately following the occurrence of an Event of Default by the other Party. Each of the events set forth below shall constitute an "**Event of**

Default" for the purposes of this Agreement: (i) Customer's failure to pay any fees or expenses under this Agreement and the failure to pay has not been cured within thirty (30) days following Customer's receipt of written notice from Rocket Alumni, or (ii) a Party's material breach of a material obligation under this Agreement that is not cured within sixty (60) days from notification in writing from the non-breaching Party specifying the breach.

12.2 Upon a Bankruptcy Event. Either Party shall have the right to terminate this Agreement if the other (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed, dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

12.3 Suspension. If Customer is delinquent on any payment, or otherwise upon Rocket Alumni's reasonable good faith belief that tortious, criminal or otherwise illegal activity may be associated with Customer's or an Authorized User's use or access of the Services, or that any such use or access may be taking place in a manner that constitutes a breach of this Agreement, Rocket Alumni may, without limitation to any other remedy, without incurring any liability, temporarily suspend the use of and access to the Services pending investigation and resolution of the issue or issues involved. The Parties agree to promptly cooperate in good faith to address such issues, and if applicable, restore use and access.

12.4 Effect of Termination. Upon termination of this Agreement for any reason: (a) Customer's and all Authorized Users' access to and use of the Services shall cease as of the effective date of termination; and (b) provided the termination was not duly effected by Customer under **Section 12.1**, all fees that would otherwise become due and payable for the remainder of the Term under this Agreement shall become due and payable sixty (60) days after the effective date of termination.

13. Definitions

13.1 "**Affiliate**" of a Party means any other entity that, directly or indirectly, controls, is controlled by, or is under common control with such Party. For the purpose of this definition, "control" means the ownership of more than fifty percent (50%) of the voting securities of an entity, and with respect to not-for-profit entities, the right to designate or appoint, directly or indirectly, 50% or more of such entity's members, directors, governors, trustees or other governing body. "Controlled by" and "under common control with" have correlative meanings.

13.2 "**Confidential Information**" means all technical, business and other information of any kind of a Party furnished or disclosed to the other Party from time to time, before or during the Term (as defined below), that (a) is designated by such Party as confidential or proprietary; (b) would reasonably be viewed as confidential to such Party or a third party; (c) would reasonably be viewed as having value to a competitor of such Party; or (d) if disclosed, accessed or used without

authorization, would cause a material adverse impact on such Party's business, operations or security. Without limiting the generality of the foregoing, Confidential Information of Rocket Alumni includes the Services, the Rocket Alumni Documentation and all data and information regarding the activities of Rocket Alumni's business, and Confidential Information of Customer shall expressly include any Personal Information unless contributed to the Services for inclusion in any Digital Archive. Notwithstanding the foregoing, Confidential Information does not include information that a Party can document (x) is or has become known in the public domain without breach by such Party of any obligation to the other Party or any other person or entity; (y) was in the lawful, authorized possession of such Party prior to disclosure by the other Party; or (z) was independently developed by such Party without reference to, or use of, any Confidential Information of the other Party.

13.3 "**Customer Data**" means any and all (a) data and information in any form that is inputted, submitted, uploaded or otherwise transferred by or on behalf of Customer or any Authorized User to the Services; and (b) data produced as a result of the Services processing the data and information described in (a) above.

13.4 "**Personal Information**" or "**PII**" means: (a) information or data that identifies or can be used to identify an individual (including an individual's name, signature, mark, address, email address, telephone number, Social Security number, driver's license number, or any other unique identifier); (b) information or data that can be used to authenticate an individual (including unique access codes, passwords, personal identification numbers, answers to security questions, biometric data, or other unique personal identifiers); or (c) any other information or data as defined by applicable privacy and/or data security laws or regulations. For clarity, Usage Data is not Personal Information.

13.5 "**Rocket Alumni Documentation**" means the standard published materials authorized and distributed by Rocket Alumni to its customers that describe the use of the Services.

13.6 "**Services**" means the service provided by Rocket Alumni of making its proprietary software available to Customer on a hosted, software-as-a-service basis, as described in the Rocket Alumni Documentation.

13.7 "**Term**" means the Initial Term and any Renewal Terms.

13.8 "**Third Party Software**" means software and/or systems owned or distributed by third parties and that are incorporated into, provided with, or utilized by the Services, or otherwise used in connection with the Services.

13.9 "**Usage Data**" means any data other than Customer Data which is generated by Customer's, any Authorized Users' or any third party's use of the Services.

14. Miscellaneous.

14.1 Assignment. This Agreement shall be binding upon the Parties' respective successors and permitted assigns. Customer shall not assign its rights or obligations under this Agreement without the prior written consent of

Rocket Alumni. Nothing herein shall prohibit Rocket Alumni from: (i) engaging Affiliates, licensors, subcontractors and third party service providers to perform its obligation under this Agreement, in which case Rocket Alumni shall require such Affiliates, licensors, subcontractors and third party service providers to comply with all applicable Rocket Alumni obligations hereunder or (ii) assigning this Agreement, and its rights and obligations hereunder, to an Affiliate of Rocket Alumni, or to any subsidiary or division of Rocket Alumni, or in connection with the sale of all or substantially all of its assets, or to a successor in connection with a merger. Rocket Alumni shall remain fully responsible for its obligations hereunder.

14.2 Equitable Relief. The Parties agree that a breach by a Party of the provisions of **Sections 2.1 2.2, 3.2, 3.3, 6.2, or 10** would cause the other Party irreparable harm for which money damages would be inadequate. Accordingly, in the event of a breach by one Party the other Party shall be entitled to injunctive relief in addition to its other remedies and to the recovery of all costs and attorney's fees incurred in enforcing its rights, without the necessity of posting bond.

14.3 Notices. Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing (unless otherwise specifically provided herein) and shall be sufficiently given if: (i) delivered personally; (ii) mailed by certified or registered mail return receipt requested, postage prepaid; (iii) sent by overnight guaranteed delivery service, and addressed to the Party's proper address as set forth on the relevant Order Form or to such other address or addressee as either Party may from time to time designate to the other by written notice; or (iv) in the case of a notice by Rocket Alumni, via email to the email address designated by Customer. Notices sent via email shall be deemed given on the business day following the day of transmission, provided no "bounce" or delivery failure error is received. Any such notice or other communication delivered by any other method shall be deemed to be given as of the date it is delivered to the recipient.

14.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Delaware without reference to the conflict of laws provisions thereof; provided that if Customer is a public school, public school district or other governmental entity, this Agreement shall instead be governed by the laws of the state in which Customer is located, without reference to its conflict of laws provisions. In any action to enforce this Agreement or arising out of this Agreement, the Customer consents to the jurisdiction of and venue in the federal and state courts in Delaware, for the adjudication of all matters relating hereto or arising hereunder. The Parties unconditionally waive their respective rights to a jury trial for any claim or cause of action arising out of or relating to, directly or indirectly, this Agreement, any of the related documents, or any dealings between them arising out of or relating to the subject matter of this transaction or any related transactions.

14.5 Force Majeure. Rocket Alumni cannot ensure uninterrupted or error-free service or access to the Services. There may be periods where access to the Services is delayed, limited or not available. Except for any payment

obligations hereunder, the performance of either Party under this Agreement may be suspended to the extent and for the period of time that such Party is prevented or delayed from fulfilling its obligations due to causes beyond its reasonable control (including acts of God, acts of terrorism, cyberattacks of any kind, acts of civil or military authority including government priorities, new legislation or regulatory requirements, strikes or other labor disturbances, fires, floods, epidemics, wars or riots).

14.6 Modifications. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties unless made in writing and duly signed by both Parties. A failure or delay of either Party to: (a) insist upon the performance of any terms or conditions of this Agreement; or (b) exercise any rights or privileges conferred in this Agreement shall not be construed as waiving any such terms, conditions, rights or privileges and the same shall continue and remain in full force and effect.

14.7 Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the Parties underlying the invalid, illegal or unenforceable provision.

14.8 Entire Agreement. The terms and conditions of any and all Order Forms, referenced terms, and other attachments to this Agreement are incorporated herein by this reference and shall constitute part of this Agreement as if fully set forth herein. This Agreement constitutes the entire agreement between the Parties and supersedes all previous or contemporaneous agreements, promises, representations, whether written or oral, between the Parties with respect to the subject matter hereof. Rocket Alumni is not bound by any term or condition that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, that differs from or adds to the Agreement unless specifically agreed to in writing by Rocket Alumni.

14.9 Interpretation. The word "including" and its grammatical variations shall be deemed to be followed by "without limitation". Unless the context otherwise requires, the word "or" shall be deemed to mean "and/or".

"Will" shall be deemed to mean "shall". "Such as", "for example" and "e.g.," shall each be deemed to mean "for example, but without limitation". Headings in this Agreement are to assist the reader and do not constitute a part hereof.

14.10 Independent Contractors. The relationship of the Parties shall be that of independent contractors. Any employee, servant, subcontractor or agent of Rocket Alumni who is assigned to provide services under this Agreement shall remain at all times under the exclusive direction and control of Rocket Alumni and shall not be deemed to be an employee, servant, subcontractor or agent of Customer. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent the other Party as agent, employee, or in any other capacity, except as specifically provided herein.

14.11 Surviving Terms. In addition to this **Section 14.11**, the provisions of **Sections 3.2, 4, 5, 6, 7, 8, 10, 12.4, 13** and

14 and any other obligation under this Agreement which is to survive or be performed after termination of this Agreement shall survive the termination of this Agreement.

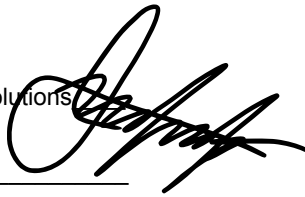
14.12 Non-Recourse. All claims or causes of action (whether in contract or in tort, in law or in equity) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), may be made only against the entities that are expressly identified as the Parties.

14.13 No Class Action. To the fullest extent permitted by applicable law, the Parties agree that each may bring claims against the other only in their respective individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated, private attorney general, or representative proceeding. Unless both Parties agree in writing, no tribunal or arbitrator may consolidate more than one Party's claims or otherwise preside over any form of representative or class proceeding.

14.14 Third Party Beneficiaries. Certain of Rocket Alumni's licensors and suppliers, including any providers of Third Party Software, and the Rocket Alumni Indemnified Parties, may be third party beneficiaries of this Agreement and have the right to enforce this Agreement against Customer.

ROCKET ALUMNI SOLUTIONS INC.

By: _Jeremiah de Sesto, Rocket Alumni Solutions_



Name: _Jeremiah de Sesto_____

Title: _Vice President, Revenue & Strategic Growth____

Date: __February 24, 2026_____

INDEPENDENT SCHOOL DISTRICT NO. 16 OF PAYNE COUNTY, OKLAHOMA

By: _____ President, Board of Education

Date: _____