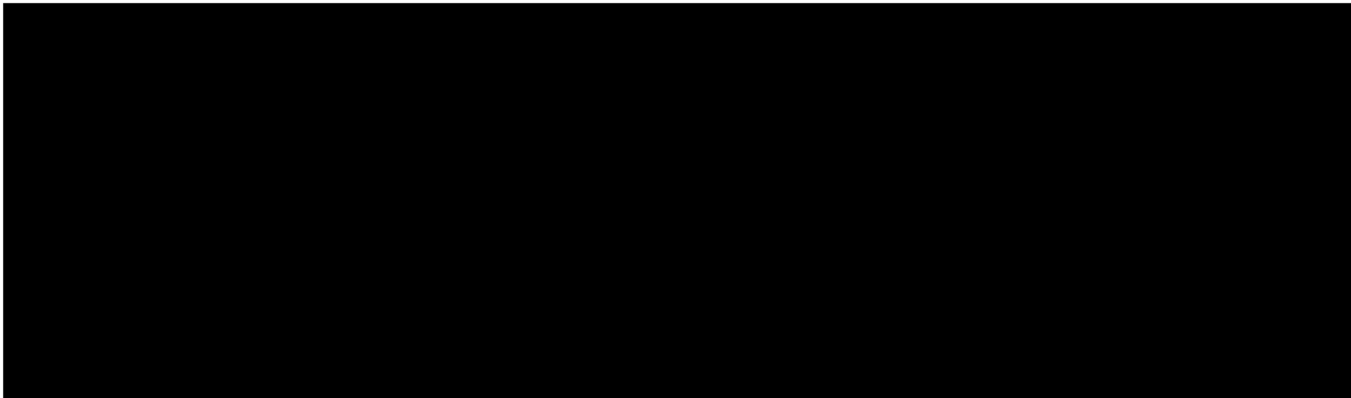




MV ORDER FORM – ROCKET SOFTWARE				
Customer Name:	Department for Environment, Food and Rural Affairs			
Issue Date:	17/08/2023			
Pricing Valid Until:	Valid until 30/09/2023			
Order Details & Licence Parameters				
Licence Description	Serial Number	Users / Units	User / Unit Price	Amount Payable
UniVerse Licences (SVR Edition) – Reinstatement	12371457	■	■	■
UniVerse Licences (SVR Edition) – Reinstatement	20407039	■	■	■
Total				£34,438.45
Ongoing Annual Maintenance				
Maintenance Description	Serial Number	Users / Units	User / Unit Price	Amount Payable Year 1
UniVerse Licences (SVR Edition) – Maintenance	12371457	■	■	■
UniVerse Licences (SVR Edition) – Maintenance	20407039	■	■	■
Total				£7,426.15

Notes:





Rocket Software Master Software Agreement

Software License Terms and Conditions

These License Terms and Conditions govern the relationship between Rocket Software BV, (a wholly-owned subsidiary of Rocket Software, Inc., having a place of business at 77 4th Avenue, Suite 100, Waltham, MA 02451) (hereinafter referred to as "Rocket"), and the customer as identified on the signature line of this Agreement, and by any future order in the Rocket Business Connect system (hereinafter referred to as "Customer"), and shall become effective immediately.

- 1. Agreement:** The Agreement between the parties consists of these Terms and Conditions, the U2 Handbook, and, where applicable, attached Software Maintenance and Support Terms and Conditions. The term "Product" means the proprietary software program(s) identified in the Rocket Business Connect system, all related materials, published specifications, documentation and information received by Customer from Rocket.
- 2. License:** Rocket grants to Customer, in accordance with clause 15B, a perpetual, non-transferable, non-exclusive license to use the Product in accordance with the terms, conditions, restrictions and/or limitations of the Agreement. The Product may be used in the ordinary business activities of Customer, for Customer internal operations only. Customer shall not sublicense or assign the license or Product to any other party without the prior written consent of Rocket and payment of applicable fees. The Product may not be used in a service bureau environment.
- 3. License Term and Maintenance:** The License granted under the Agreement shall commence when an order is placed in Rocket Business Connect and shall continue unless otherwise terminated as provided herein. Maintenance, as governed by the attached Software Maintenance and Support Terms and Conditions, will be auto-renewed annually unless Customer provides sixty (60) days prior written notice of termination, and will be available to Customer for the Licensed Product for so long as such Product is supported by Rocket.
- 4. Payment:** All payments incurred under the Agreement shall be due and payable within 30 days upon receipt of invoice from Rocket.
- 5. Taxes:** Customer shall pay all sales, use, property, customs, excise or other taxes imposed on Customer irrespective of whether included in any invoice sent to Customer at any time by Rocket; provided, however, that Customer shall not be responsible for any corporate income taxes or franchise fees imposed on Rocket.
- 6. Limited Warranty:** Rocket hereby warrants that, for a period of 60 days following the Effective Date, the Product is capable of operating substantially in conformance with the Product's current published specifications. If it is determined that the Product does not operate according to such specifications, Rocket's only responsibility will be to use its best efforts to cure the defect. EXCEPT AS PROVIDED IN THIS SECTION, ROCKET MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PRODUCT, ITS MERCHANTABILITY, OR ITS FITNESS FOR A PARTICULAR USE.
- 7. Liability:** IN NO EVENT SHALL ROCKET BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE USE OR ARISING OUT OF THE USE OF THE PRODUCT. ROCKET'S TOTAL LIABILITY SHALL IN NO EVENT EXCEED THE TOTAL LICENSE FEE ACTUALLY PAID BY THE CUSTOMER FOR THE USE OF THE PRODUCT.
- 8. Indemnity:** Rocket shall indemnify and hold Customer harmless from any final award of costs and damages against Customer for any action based on infringement of any United States patent or copyright as a result of the use of the Product; provided Rocket is promptly notified in writing of any such suit or claim against Customer. Rocket shall have no liability or obligation to Customer hereunder with respect to any patent, trademark, copyright or trade secret infringement or claim thereof based upon (i) use of any Product in combination with other products or services not provided by Rocket, (ii) any modifications, alterations, or enhancements of any Product not created by or for Rocket; (iii) use of the Products in a manner inconsistent with the terms of this Agreement or (iv) claim that would not have arisen in the absence of Customer's actions and further provided that Customer permits Rocket to defend, compromise or settle same and gives Rocket all available information, reasonable assistance and authority to enable Rocket to do so.
- 9. Non-Disclosure:** Customer understands and agrees that the Product and any copies, modifications and/or derivatives, in whole or in part; as well as all copyright, patent, trade secret and other proprietary rights in any of the Product, are and shall remain the sole and exclusive confidential property of Rocket. Customer shall exercise at least the same degree of care to safeguard the confidentiality of the Product as Customer would exercise to protect Customer's own confidential property. Customer agrees not to disclose, duplicate or otherwise reproduce, directly or indirectly, Product in whole or in part or any materials relating thereto. Customer agrees not to reverse assemble or reverse compile Product in whole or in part. Customer agrees to take all reasonable steps to ensure that no unauthorized persons shall have access to Product and that all authorized persons having access to Product shall refrain from any such disclosure, duplication or reproduction.
- 10. Compliance with Laws; Export.** Customer must comply with U.S., foreign, and international laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, other anti-corruption laws, U.S. Export Administration and Treasury Department's Office of Foreign Assets Control regulations, and other anti-boycott and import regulations. Customer agrees: (i) that the export, re-export, transfer, re-transfer, sale, supply, access to, or use of the Products or Services to or in a country other than the country to which the Products were shipped or the Services provided or to, by, or for a different end user or end use may require a U.S. or other government license or other authorization; and (ii) not to, directly or indirectly, export, re-export, transfer, re-transfer, sell, supply, or allow access to or use of the Products or Services to, in, by, or for sanctioned, embargoed, or prohibited countries, persons, or end uses under U.S. or other applicable law (collectively, "Prohibited Uses"). Customer is responsible for screening for Prohibited Uses and obtaining any required licenses or other authorizations and shall indemnify Rocket for any violation by Customer of any applicable export controls and/or economic sanctions laws and regulations. Rocket may terminate the Agreement and Licenses immediately if Rocket determines, in its sole discretion, that Customer has breached, intends to breach, or insists upon breaching any of the provisions in this clause.



Rocket Software Master Software Agreement

11. Termination: Either party shall have the right to terminate this Agreement if the other party commits a breach of this Agreement and fails to remedy such breach within thirty days of receiving written notice of such breach. Upon the expiration or termination of this Agreement for any reason, the license and all other rights granted to the Customer hereunder shall immediately cease and Customer shall, as Rocket directs, either (i) return the Product and all supporting documentation to Rocket or (ii) purge all copies of the Product and certify in writing that this has been completed. Notwithstanding the foregoing, Rocket may terminate this Agreement immediately in the event of a material breach of this Agreement by Customer.

12. General: This Agreement shall be governed by and interpreted under the laws of England and Wales without giving effect to the conflict of laws principles thereof. This Agreement contains the entire understanding and agreement of the parties and supersedes any and all prior and contemporaneous agreements or understandings, oral or written. Except as specifically set forth herein, this Agreement may be amended or terminated only by a written instrument executed by the parties. Any terms of this Agreement, which by their nature, extend beyond the day this Agreement terminates shall remain in full force and effect and shall survive termination.

13. Program Unique Terms:

- A. Licenses granted for the Data Servers and SB+ Server, are determined by the number of users for Workgroup and Enterprise edition and by the number of sessions for Server edition. Users are based on the maximum number of concurrent individuals accessing the program via one or more connections. Sessions are based on the number of concurrent users making a single connection to the program; additional connections per session are available as a chargeable feature. In addition, Connection Pooling licenses are available as a chargeable feature to allow client programs to send requests through a Web server to a shared set of persistent database connections and are separate from concurrent users or sessions.
- B. Customers are required to purchase a number of licenses equal to the maximum number of concurrently connected solution users, based on a single user per data server connection. If either third party or in-house multiplexing software or hardware is used in conjunction with U2, you will be required to purchase the number of licenses equal to the actual number of user licenses you would have used without multiplexing software.
- C. Regardless of the technology used for connection pooling, (software that maintains an open connection to a U2 database that can be used by multiple clients sequentially), U2 connection pooling licensing and charges apply, subject to the applicable Transaction Document discount if any.
- D. Level of Use: Your use of a U2 Program may not exceed the level defined in this or any other agreement between you and Rocket.

14. Miscellaneous Terms and Conditions:

- A. You agree to follow the program processes and procedures as specified in the U2 Handbook which Rocket provides to you. You agree to allow Rocket to use your company name in any marketing or advertising campaign.
- B. Except as expressly authorized under this Agreement, you, and your Subsidiaries are prohibited from copying or distributing Programs and Products.
- C. Unless otherwise stated, you may obtain Standby licenses for a Program, as defined in the U2 Handbook, to be used as part of the Solution for disaster recovery purposes. Standby licenses, as well as Maintenance Renewal and Maintenance Reinstatement for such licenses, are available starting at a base price of 75% off the SRP of the full license for a Program. Tiered pricing increases this discount based on the number of licenses as detailed in the U2 Price List. Tiered discount will be applied to associated tools and layered products. A Standby license can mirror data, update files, and synchronize programs, data or other resources from the primary server. A Standby license can be used for development and testing (including failover testing). A Standby license may also be used for these read-only activities: reporting, dashboards, replication and extraction. It may not be used for production or other operational uses. Please refer to the U2 Handbook for additional details.
- D. You may request temporary no-charge evaluation copies of the Program. Evaluation copies may be used for up to 60 days. Programs used for evaluation purposes are provided without technical support and on an "as is" basis without warranty of any kind. Please refer to the U2 Handbook for details.
- E. All code provided to you as part of a technical support case is provided as is, with no warranty. 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.



**Rocket Software
Master Software Agreement**

15. Special Terms

A. Contract Start Date

B. License Grant

The Product may be used and accessed by Customer's or Customer's affiliates personnel and/or third-party contractors solely for the internal ordinary business activities of Customer or any of its affiliates. Affiliate means in relation to a Customer any legal entity that is directly or indirectly controlled by Customer, or which controls or is under common control with Customer, where "control" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract or otherwise. Customer Affiliates may order Products and Services by executing an Order Form as a customer under these Terms, subject to Rocket's prior written approval.

C. License model

D. Fees

This agreement commits the customer to pay fees (as referenced above) for Year one (license and maintenance. These fees are non refundable, and shall not be decreased. The commitment is non cancellable.

E. Migration to the Cloud

This agreement permit's the customer to migrate some or all of the Rocket licenses to a managed cloud /hybrid environment (such as those provided by Google and Amazon) at no additional cost, provided that any licenses migrated must be under a current Rocket maintenance contract. This right to migrate the licenses to be managed in a cloud/hybrid environment at no additional cost shall cease if not effectuated within 7 years are contract effective date. Where deployment in the cloud/hybrid environment has any unforeseen and/or substantial consequences for the deployment of the licenses or the licensing model as such, Parties will attempt to resolve in good faith through business discussions and will, upon written request, escalate to executive management for resolution.

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Rocket Software Software Maintenance and Support Terms and Conditions

These Software Maintenance and Support Terms and Conditions govern the relationship between Rocket Software BV, (a wholly-owned subsidiary of Rocket Software, Inc., having a place of business at 77 4th Avenue, Suite 100, Waltham, MA 02451) (hereinafter referred to as "Rocket"), and the party signing this agreement (the "Customer").

Customer agrees to license and Rocket agrees to provide to Customer maintenance and support for the products listed on the applicable Rocket Business Connect records in accordance with the terms and conditions set forth herein.



1. DEFINITIONS.

- (a) **"Error(s)"** shall mean the failure of the Software to materially conform to its documentation but excluding nonconformity as a result of modifications made by the Customer to the Software, or the use of the Software with software or equipment other than that for which the Software was originally licensed for use.
- (b) **"License Terms and Conditions"** means the attached terms and conditions.
- (c) **"Maintenance Releases"** means Updates or Upgrades to the Software that (i) are generally made available by Rocket to its licensed users of the Software; and (ii) do not materially change the functionality of the Software as determined by Rocket.
- (d) **"Rocket Support Program"** refers to the technical software support programs offered by Rocket, as further detailed in Section 2 below.
- (e) **"Software"** means the proprietary software licensed to Customer via the applicable order in the Rocket Business Connect system.
- (f) **"Update(s)"** means a Maintenance Release that contains Error corrections and/or minor functional enhancements.
- (g) **"Upgrade(s)"** means a Maintenance Release that includes substantial functional enhancements. Upgrades do not include new products.

Any capitalized terms not defined in this Agreement shall have the meaning set forth in the License Terms and Conditions.

2. CUSTOMER SUPPORT.:

- (a) **Rocket Support:** Rocket shall use reasonable efforts to:
 - (i) Provide telephone and electronic responses to Customer with valid and current support and maintenance contract;
 - (ii) Verify and correct identified program errors in the Software;
 - (iii) Maintain and support the then-current Maintenance Release;
 - (iv) Provide to Customer all Error corrections, Updates and Upgrades, when-and-if made generally available to other users of the Software;
 - (v) Provide information regarding Rocket Software Support resources on the Rocket corporate website: www.rocketsoftware.com;
 - (vi) Continue support of the Maintenance Release immediately preceding the then-current Maintenance Release for a period of 180 days of the then-current Maintenance Release offering;
 - (vii) Provide telephone and internet support regarding the Software on Monday through Friday, excluding designated holidays, from 9:00am to 5:00pm local time; (viii) Provide support for critical S1 situations (see "Priority Classification and Response Times" below) on a 24x7 (24 hours per day, seven days per week) basis.

(b) Priority Classification and Response Times:

Customer requests for support are assigned a priority level, which Rocket uses to gauge the severity of the problem and, thus, the response time. Rocket will classify new support requests as Severity 3 (see S3 Problem Definition and Response Time below), unless otherwise specified by the Customer. Priority levels of a

problem may change throughout the course of resolution, as the criticality of a problem changes.

Rocket uses four levels of problem priority:

- (i) **Severity 1 ("S1") Problem Definition: Critical** Critical Impact/System Down: Business critical software component is inoperable. This indicates you are unable to use the program resulting in a critical impact on operations. This condition requires an immediate solution.

Note: All S1 problems must be reported to Rocket via phone.

Severity 1 ("S1") Response Time:

Rocket's goal is to call the Customer back within one hour. The Customer should ensure that he/she will be available to receive the callback. Use of Rocket Customer Portal or email to report a S1 problem will not guarantee a one hour response time. (ii)

Severity 2 ("S2") Problem Definition: High Significant impact to Customer's business. Some users unable to authenticate or, as applicable, are unable to operate the application. Software or application performance is severely degraded or restricted.

Severity 2 ("S2") Problem Response Time:

Rocket's goal is to contact the Customer within four (4) hours during normal support hours.

(iii) **Severity 3 ("S3") Problem Definition: Medium**

Moderate to low impact to Customer's operations; majority of users are able to authenticate; non-critical function or overall performance is degraded; operations not materially impaired; Customer requires information or assistance on product capabilities, installation or configuration.

Severity 3 ("S3") Problem Response Time:

Rocket's goal is to contact the Customer within one business day.

- (iv) **Severity 4 ("S4") Problem Definition: Low** Low to no impact to Customer's operations; users are able to authenticate; circumvention to the problem has been found; Customer wishes to submit a request for enhancing product.

Severity 4 ("S4") Problem Response Time:

Rocket's goal is to contact the Customer within one business day.

- 3. Rocket reserves the right to confirm and verify the status of the Customer's account prior to providing support and maintenance services.

4. CUSTOMER'S OBLIGATIONS.

During the term of this Agreement Customer shall:

- (a) Remain current in Rocket's support program, as applicable, without interruption;
- (b) Operate the Software at the then-current Maintenance Release as commercially viable;
- (c) Use reasonable efforts to isolate and document errors in the Software to enable Rocket to fulfill its obligations herein; and
- (d) Report all problems (except S1) via the on-line Rocketu2 website: <https://u2tcint.rocketsoftware.com/main.asp>.

5. LIMITATIONS

The following items are expressly excluded from Rocket's Customer Support program:

- (a) Repair or replacement of Software required as a result of causes other than normal use, including, without limitation, repair, maintenance, alteration or modification of the Software by persons other than Rocket authorized personnel; accident, fault or negligence of the Customer; operator error or misuse of the

Software; or causes external to the Software such as, but not limited to, failure of electrical systems or fire or water damage.

- (b) Repair or replacement required as a result of modifications made by the Customer to the Software, or the use of the Software with software or equipment other than that for which the Software was originally licensed for use.
- (c) Any technical support required as a result of Customer's noncompliance of Section 4 (b) above.

6. LIMITED WARRANTY AND REMEDIES

Rocket warrants that it will use reasonable efforts to perform the services to conform to generally accepted industry standards, provided that: (a) the Software has not been modified, changed, or altered by anyone other than Rocket; (b) the operating environment, including both hardware and systems software, meets Rocket's recommended specifications; (c) the computer hardware is in good operational order and is installed in a suitable operating environment; (d) Customer promptly notifies Rocket of its need for service; (e) Customer provides adequate troubleshooting information and access so that Rocket can identify and address problems; and (f) all fees due to Rocket have been paid. THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS MAINTENANCE AGREEMENT, AND THE SERVICES TO BE PROVIDED BY ROCKET UNDER IT INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer's sole and exclusive remedy and Rocket's only obligation under this warranty is to redo the Services until the Software conforms to the most recent specifications produced by Rocket. CUSTOMER ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL ROCKET BE LIABLE FOR ANY LOSS, COST, EXPENSE, OR DAMAGE TO CUSTOMER IN AN AMOUNT THAT COLLECTIVELY EXCEEDS THE ANNUAL MAINTENANCE FEE. CUSTOMER ACKNOWLEDGES AND AGREES THAT ROCKET SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL DAMAGES OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF ROCKET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS ROCKET, AND ITS EMPLOYEES, AGENTS, AND CONTRACTORS, AGAINST ANY LOSS, DAMAGE, EXPENSE, OR COST, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF ANY CLAIM, DEMAND, PROCEEDING OR LAWSUIT RELATED TO CUSTOMER'S UNAUTHORIZED USE OR MISUSE OF THE SOFTWARE.

7. PAYMENT AND TERMINATION

- (a) Unless otherwise terminated in accordance with this Section 7, this support program shall remain in full force and effect for an initial term of one (1) year from delivery of software. Support shall thereafter automatically renew on an annual basis at the agreed upon, then-current fees, unless either party notifies the other sixty (60) days prior to the expiration of the term of its intent not to renew support. Support fees shall be prepaid annually net 30 days prior to expiration.
- (b) Should support expire or terminate, Customer may reinstate support coverage upon mutual agreement of the parties and payment of maintenance reinstatement fees.
- (c) Either party may terminate support upon occurrence of a material breach by the other party of its obligations hereunder if the breach is not cured within thirty (30) days of written notice by the nonbreaching party.
- (d) Customer may terminate support at anytime without cause upon ninety (90) days prior written notice to Rocket Software, Inc.

- (e) Support shall automatically terminate upon termination of the Customer's or End User's right to use the Software pursuant to the original Software License Agreement.

8. RIGHT TO WORK PRODUCT

All error corrections, enhancements, new releases, and any other work product created by Rocket in connection with the support services provided under this Agreement ("Work Product") are and shall remain the exclusive property of Rocket, regardless of whether the Customer, its employees or agents may have contributed to the conception, joined in its development, or paid Rocket for the development or use of the Work Product. Such Work Product shall be considered Software, and subject to the terms and conditions contained herein and in the Software License Terms and Conditions.

9. GENERAL

- (a) These terms constitutes the entire understanding between the Customer and Rocket with respect to the subject matter hereof, and Rocket makes no representations to the Customer except as expressly set forth herein. Terms and conditions set forth in any purchase order or other document provided by the Customer to Rocket that differ from, conflict with, or are not included in these terms shall not be part of any agreement between Rocket and the Customer unless specifically accepted by Rocket in writing. These terms shall not be deemed or construed to be modified, amended or waived, in whole or in part, except by written agreement of the parties hereto.
- (b) These terms shall be governed by and interpreted under the laws of England and Wales without giving effect to the conflict of laws principles thereof. Except as specifically set forth herein, these terms may be amended or terminated only by a written instrument executed by the parties. Any of these terms, which by their nature, extend beyond the day these terms terminate shall remain in full force and effect and shall survive termination.
- (c) The Customer may not assign these terms or any rights or obligations hereunder, without the prior written consent of Rocket, which consent shall not be unreasonably withheld.
- (d) The failure of either party, in any one or more instances, to enforce any of these terms shall not be construed as a waiver of future enforcement of that or any other term. If any provision of these terms shall for any reason be held illegal or unenforceable, such provision shall be deemed separable from the remaining provisions of these terms and shall in no way affect or impair the validity or enforceability of the remaining provisions herein.
- (e) All notices given by either party to the other party under these terms shall be in writing and personally delivered or sent by guaranteed overnight courier, by registered or certified mail, return receipt requested, to the other party, at its address set forth above.
- (f) Neither party shall be held responsible for any delay or failure in performance of its obligations hereunder to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or non-performing party or its subcontractors.
- (g) These terms have been drawn up in and shall be construed in accordance with the English language.

The parties hereto have executed this agreement through their authorized representatives.

Accepted and agreed by Customer:

Buyer_Signature

Date Signed: 24.08.2023