

Rocket Alumni Solutions Inc. Services Agreement

Rocket Alumni Solutions Inc. | 651 N Broad St, Suite 205 #1924 | Middletown, Delaware 19709

This Services Agreement collectively comprises the Agreement made by and between Rocket Alumni Solutions Inc. (ROCKET) and the purchasing organization of Rocket Alumni Solutions services (Client), where ROCKET and Client are each (a Party) and together (the Parties').

1. **SERVICES.** Nothing in this Agreement will be deemed to prohibit or limit ROCKET's right to perform similar services for any other party during or after the term of this Agreement.
2. **No Hardware Responsibility or Liability.** ROCKET is not responsible for any of the hardware utilized to display the ROCKET software. We have recommended hardware, that the Client can choose to use at their own discretion. The client assumes all risk and liability of choosing the correct hardware. The Client should always defer to the manufacturer's user manuals and not rely on any advice, guidance, or general information provided by ROCKET. ROCKET is in no way responsible for anything other than the website it provides as a service. The Client is responsible for hardware installation, management, updates, and general upkeep. If the hardware fails for any reason, ROCKET will not be held responsible.
3. **TERM.** This Agreement shall commence upon the signature of the Rocket Alumni Solutions client agreement or upon the first use of the Rocket Alumni Solutions website by Client and shall continue in effect until expiration of the agreed upon term or termination by either Rocket Alumni Solutions or the Client. This Agreement shall remain in effect until the agreed upon term of service listed in the client agreement have expired or been terminated as provided for therein.
4. **CLIENT RESPONSIBILITIES.** Client shall be responsible for all content and information of any type or form, which is provided by Client or otherwise made available by Client (the 'Content'). Client shall allow for display of a "powered by" ROCKET logo(s) and a link to ROCKET's website, privacy policy and terms of Service at the bottom of each page on the Client service. Client and ROCKET agree that the Service will be provided in accordance with ROCKET's privacy policy and Terms of Service (as each may be enacted or updated from time to time during the term of this Agreement). Client agrees to work in good faith with ROCKET to accomplish the objectives of the Agreement, including, providing prompt feedback and input when requested on any setup or implementation related services or other activities requiring input from Client as may be reasonably necessary for ROCKET to efficiently deliver the Service to Client.

5. **LIMITED SERVICE WARRANTY.** ROCKET warrants that the Service will operate according to any specifications which may be provided or published by ROCKET. If it is determined that the Service does not operate according to such specifications, ROCKET's only responsibility will be to use its commercially reasonable efforts, consistent with industry standards, to cure the defect. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE MADE BY ROCKET.
6. **INDEPENDENT CONTRACTOR.** ROCKET is an independent contractor of Client. Accordingly, neither Party shall, nor shall any officer, director, employee, servant, agent or independent contractor of either Party (i) be deemed an employee of the other Party, (ii) commit the other Party to any obligation, or (iii) hold itself, himself, or herself out as an employee of the other Party or a Person with the authority to commit the other Party to any obligation. As used in this Agreement the word Person means any individual person, entity (including, without limitation, partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
7. **GRANT OF LICENSE.** For the term of this Agreement, ROCKET hereby grants Client the non-exclusive right and license to utilize the Service only as specifically and explicitly authorized by this Agreement.
8. **COMPLIANCE WITH LAW.** Both Client and ROCKET shall comply with all applicable federal, state, and local laws in connection with their respective performance under this Agreement.
9. **ROCKET DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS,** Client understands and agrees that ROCKET shall utilize its (and/or its affiliates') proprietary intellectual property in the development and delivery of the Service provided for herein. Accordingly, ROCKET shall be the owner of the Service and any and all intellectual property rights therein contained (including but not limited to all patents, trademarks, know how, and business models), and, in further consideration for the rights granted herein to Client, Client hereby assigns to ROCKET any and all rights, title and interest, including, without limitation, patents, copyrights, trade secrets and proprietary rights, in and to the materials created or developed by ROCKET hereunder and required to be delivered to Client in connection with the Service (the Deliverables). The Deliverables shall not be deemed to be "works made for hire" under the U.S. (or any other jurisdiction's) copyright laws. Client agrees to give ROCKET reasonable assistance to perfect such assignment of such rights, title and interest. Client will not and will not allow others to reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of any ROCKET Service or Deliverable, except to the extent allowed under any applicable law. If Client ever has any involvement (ideas, brainstorming, suggestions, etc) in software changes, ROCKET will maintain 100% ownership of such changes.

Under no circumstances will Client ever receive IP rights or ownership over ROCKET software.

10. **INFRINGEMENT.** ROCKET warrants and represents that the Service and the Deliverables do not, and Client warrants that the Content does not, infringe upon or constitute a misappropriation of any U.S. copyright, trademark, patent, trade secret or other proprietary right of any third party. To the extent permitted by applicable law, each Party will indemnify, defend and hold the other Party harmless from and against all third-party claims against, and any related damages, claims, expenses (including reasonable attorney's fees), judgments, liabilities and costs (Losses), which the indemnified party may suffer or incur arising from any claim or action alleging that the Service, Deliverables, or Content (as applicable) infringe any U.S. copyright, trade secret, patent, or other proprietary or intellectual property right. The indemnifying party shall, upon the indemnified party's demand, promptly and diligently, defend at its own risk and expense, all such claims for which the indemnifying party is responsible under this Section, and further to the indemnifying party's indemnification obligations, the indemnifying party shall pay and satisfy any judgment, decree, loss or settlement in connection therewith. The indemnified party shall cooperate with the indemnifying party in such defense and may have counsel of its own choosing at its own expense, provided that the indemnified party may not enter into any settlement without the indemnifying party's prior written approval. In the event of any third-party claim against Client in respect of the Service or the Deliverables, ROCKET, at its option, may (i) obtain the right to use the Deliverables without obligation on the part of Client to the owner of the allegedly infringed intellectual property, (ii) modify the Service and/or Deliverables, without materially diminishing the functionality or performance, thereof, to become non-infringing or (iii) discontinue the use of infringing Service or Deliverables.
11. **LIMITATIONS OF LIABILITY.** WITH THE SOLE EXCEPTION OF EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 HEREIN, **IN NO EVENT SHALL** EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS OR GOODWILL OR FOR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION AND EVEN IF A REPRESENTATIVE OF THE PARTY ALLEGEDLY LIABLE WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. WITH THE SOLE EXCEPTION OF EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 HEREIN, AND CLIENT'S OBLIGATIONS IN SECTION 13, IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER ALONE OR IN THE AGGREGATE WITH OTHER CLAIMS) EXCEED FIVE TIMES THE TOTAL AMOUNT ROCKET HAS RECEIVED UNDER THE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE

INCIDENT GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS SET FORTH ABOVE SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES. EACH PARTY ACKNOWLEDGES AND AGREES THAT IT HAS FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FINDS IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

12. **ASSIGNMENT; AMENDMENT; WAIVER; SUBCONTRACTING.** (a) Client may not assign this Agreement nor any of its rights and obligations under this Agreement, without the prior written consent of ROCKET. However, ROCKET may assign this Agreement to any third party, provided that (i) such party assumes the obligations of ROCKET under this Agreement and (ii) ROCKET provides prior written notice to Client of such assignment. Notwithstanding the foregoing, the public offering of a Party, a sale of a controlling interest in a Party, or a sale of substantially all the assets of a Party shall not constitute an assignment for purposes of this Section; provided that (i) the transferee party assumes the obligations of ROCKET under this Agreement and (ii) ROCKET provides prior written notice to Client of such transfer. (b) This Agreement and the rights and obligations hereunder may not be in whole or part (i) amended, (ii) waived, or (iii) subcontracted, without the prior written consent of the Party against whom enforcement of such action is sought. Any purported modification without such prior written consent shall be null and void. The failure of a Party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
13. **TERMINATION.** Either Party may terminate this Agreement (a) as a result of the material breach of any material term or condition of this Agreement by the other Party which has not been cured within thirty (30) days after receipt of notice of such breach, or unless substantial steps toward a cure have been undertaken within such thirty (30) day period and which breach is subsequently cured within sixty (60) days after receipt of such written notification or (b) upon mutual written agreement of the Parties. Additionally, Client may terminate this Agreement or any Exhibit for convenience upon thirty (30) days' written notice to ROCKET.
14. **PUBLICITY.** Either Party may originate a news release, publicity or other public announcement, written or oral, factually relating to this Agreement, subject to prior approval by the other Party. ROCKET may list Client as a customer for marketing services unless such permission is withdrawn by Client at any time by written notice.
15. **NOTICES.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (I) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed delivered on the

date it is received at the address specified above for the Party, or in each case to such other persons or addresses as shall be designated by written notice.

16. **FORCE MAJEURE**, Neither Party shall be liable for failure to fulfill its obligations under this Agreement if that failure is caused, directly or indirectly, by flood, communications failure, extreme weather, fire, mud slide, earthquake, or other natural calamity or act of God, interruption in water or electricity, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, quarantines, embargoes, malicious acts of third parties, acts of terrorism, labor disputes affecting vendors or subcontractors and for which the party claiming force majeure is not responsible, or any other similar cause beyond the reasonable control of that party.
17. **CONSENT TO JURISDICTION AND VENUE; GOVERNING LAW**. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the laws of the State of Delaware, without regard to the conflict of laws provisions thereof. Jurisdiction and venue for any disputes or causes of action arising under this Agreement shall be in the state or federal courts of the State of Delaware.
18. **SEVERABILITY; SUPREMACY**. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Unless the application of this subsection will cause a provision required by law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature line to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature line shall control.
19. **ADVERTISING**. ROCKET reserves the right to place a small logo (either the Rocket Alumni Solutions Logo or a similar logo) on Client's site, subject to Client's approval as to size and placement. Client has the right to place advertisements on the site at their discretion. Client will retain 100% of profits from advertisements that Client facilitates on the site.
20. **HOSTING SERVICES**; Amazon Web Services.
21. **SCHEDULED MAINTENANCE**. The Parties acknowledge and agree that ROCKET may perform regular maintenance with respect to the software and the hosted platform at any time, with advance notice where feasible, and that any such scheduled downtime, outages, or related issues will not count towards downtime pursuant to this section.
22. **ACCESSIBILITY**. ROCKET strives to meet all Web Content Accessibility Guidelines (WCAG) 2.0 requirements. ROCKET is not responsible for the WCAG 2.0 compliance of any content uploaded to the Client's website by Client or individuals, including but not limited to textual content, photos, graphics, audio,

or video files. ROCKET does not guarantee nor market its software or services as compliant with Web Content Accessibility Guidelines (WCAG) 2.0. There are portions of ROCKET software that do not meet WCAG 2.0 due to the nature of developing for touchscreen software. ROCKET assumes no liability for the accessibility of services provided. ROCKET aims to continually improve accessibility overtime.

23. **CARRIER LINES.** Client acknowledges that access to the Website is to be provided over various facilities and communications lines, and information will be transmitted over local exchange and internet backbone carrier lines and through routers, servers, switches, and other devices (collectively, "carrier lines") owned, maintained, and serviced by third-party carriers, utilities, and Internet service providers, all of which are beyond ROCKET's control. ROCKET assumes no liability for or relating to the integrity, privacy, security, confidentiality, or use of any information while it is transmitted on the carrier lines, or any delay, failure, interruption, interception, loss, transmission, or corruption of any data or other information attributable to transmission on the carrier lines. Use of the carrier lines is solely at Client's risk and is subject to all applicable local, state, national, and international laws.
24. **ENTIRE AGREEMENT,** This Agreement represents the full and entire understanding and agreement between the Parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.