

Master Services Agreement

This Master Services Agreement ("Agreement") is entered by and between NewRocket (UK) Limited (Company Number 06316811) ("NewRocket") with offices at 20 Old Bailey, London, EC4M 7AN, and its Affiliates, and [REDACTED] Company Number [REDACTED] ("You"), a [REDACTED], with offices at [REDACTED] (each a "Party" and, collectively, the "Parties"). This Agreement describes the terms and conditions under which NewRocket or its Affiliates will perform Services and provide certain Deliverables to You or your Affiliates.

1. Services All Services provided by NewRocket to You will be initiated through the execution of individual Statements of Work ("SoW") executed by authorized representatives of both Parties, and only changed by a written change request signed by both Parties ("Change Request"). This Agreement by itself does not obligate a Party to provide any services or execute any SoW. If Services are to be performed at your location, You will provide suitable space and facilities and such other services or materials as NewRocket may reasonably request to perform the Services.

2. Intellectual Property You retain all right, title and interest in and to all pre-existing information, data, software, tools and other materials developed by or for You prior to commencement of the Services ("Your Pre-Existing Intellectual Property"). You grant NewRocket a worldwide, non-exclusive, non-transferable non-sub-licensable, royalty-free license to use Your Pre-Existing Intellectual Property solely as required for NewRocket to perform the Services. NewRocket retains all right, title and interest in and to all pre-existing information, data, software, tools and other materials developed by or for NewRocket prior to commencement of the Services. You agree to not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the intellectual property rights of NewRocket nor attempt to do any such things (whether directly or indirectly) or seek to procure any other person to do the same. Subject to the terms and conditions of this Agreement, NewRocket grants You a royalty free, perpetual worldwide, non-exclusive, non-transferable, non-sub-licensable, license to the Work Product or Deliverables for your internal use and not for resale by You. NewRocket owns all right, title and interest in and to the Work Product or Deliverables and You do not acquire any ownership rights in NewRocket or its Affiliates' or its or their suppliers' or subcontractor's software, methods, know-how or other intellectual property regardless of whether such intellectual property was created, used or first reduced to practice, in tangible or intangible form during performance of the Services, whether solely by NewRocket or jointly with You. Commercial Software products are governed by and licensed under a separate software license agreement and are subject to the terms and conditions of such separate software license agreement and not by this Agreement. NewRocket encourages You to provide suggestions, proposals, ideas,

recommendations or other feedback regarding improvements to NewRocket's Services and related resources and products, and You grant to NewRocket a royalty-free, fully-paid, non-exclusive, irrevocable, perpetual, right and license to use the feedback aggregated with other feedback, and on an anonymized basis with no reference to You.

3. Payment Terms You agree to pay all amounts specified in the relevant SoW, including, without limitation, any expenses incurred by NewRocket in connection with the Services invoiced to You monthly. You agree to make payment net thirty (30) days from the invoice date. All payments due shall be made in Pounds Sterling via check or wire transfer of immediately available funds to an account designated in writing by NewRocket. Late payments accrue interest from the date due to the date paid, at the lesser rate of one and one-half percent (1.5%) per month or the maximum allowed by applicable law. NewRocket reserves the right to suspend Services at any time should You fail to pay invoices when due. Should Services be suspended due to a past due balance, NewRocket will not be liable for any fees, penalties, or expenses incurred by either You or NewRocket due to missed project dates, deadlines or milestones, and You will be responsible for all reasonable costs and expenses actually incurred or laid out by NewRocket as the direct and proximate result of such suspension (including but not limited to remobilization costs). NewRocket reserves the right to suspend any planned go-live or production code promotion activities until balances have been paid in full. NewRocket will invoice, collect and remit any required taxes, associated with the delivery of all Services, including, without limitation, sales, use, excise, and value added taxes. You will reimburse NewRocket within thirty (30) days after NewRocket notifies You of any tax or duty on your behalf or You provide a valid tax exemption certificate in advance of any remittance otherwise required to be made by NewRocket on behalf of You.

4. Representations and Warranties; Warranty Disclaimers You and NewRocket each represent and warrant to the other that (i) it has full power and authority to execute and deliver this Agreement and perform its obligations hereunder; (ii) it has duly authorized, executed and delivered this Agreement; (iii) this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in



accordance with the terms hereof; and (iv) its execution, delivery, and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under its constating documents, any arrangement or agreement to which it is a Party or by which it is bound. NewRocket further represents and warrants for thirty (30) days from delivery of the applicable Services that the Professional Services are performed in a competent, professional and workmanlike manner in accordance with generally accepted industry standards and practices. NewRocket's sole obligation for breach is to correct the Services so that the Services comply with this warranty. If NewRocket is unable to correct the Services within a reasonable period of time, your sole remedy is to terminate the relevant SoW and obtain a credit of the amount You paid to NewRocket for only that portion of Services NewRocket is unable to correct. No part of this Agreement is intended to and does not augment the warranty provided in any license agreement to separately licensed software.

The NewRocket warranty excludes non-performance issues that result from third-party hardware or firmware malfunction or defect; software not developed by NewRocket (including Commercial Software); incorrect data or incorrect procedures used or provided by You or a third-party; defects which are outside the reasonable control of NewRocket or changes that can result in broken workflow from patches and/or upgrades from Commercial Software licensors. You will reimburse NewRocket for its reasonable time and expenses for any Services provided at your request to remedy excluded non-performance issues. This warranty shall immediately cease if You or any third-party modifies any portion of a Deliverable and/or modifies your systems so that a Deliverable is no longer functional or appropriate. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, NEWROCKET DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEWROCKET SPECIFICALLY DOES NOT WARRANT THAT THE PROFESSIONAL SERVICES OR DELIVERABLES WILL MEET THE REQUIREMENTS OF CLIENT. EACH PARTY ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN.

5. Confidentiality You and NewRocket each agree that during the term of this Agreement, and thereafter, each Party will hold in confidence, and will not, other than for purposes of this Agreement, use or disclose to any third-party any Confidential Information of the other Party. The term "Confidential Information" shall mean all non-public information that each Party designates as being confidential or which, under the circumstances of disclosure, ought to be treated as confidential. "Confidential Information" includes, without limitation, the terms of this Agreement, and information received from others that either Party is obligated to treat as confidential. "Confidential Information" does not include information that (a) was previously known to the receiving Party without restriction as shown by its contemporaneous records, (b) is received from a third-party without restriction, (c) is independently developed by the receiving Party without use of the Confidential Information as shown by its contemporaneous records, or (d) information that becomes generally publicly available through no fault of the receiving Party. The recipient of Confidential Information agrees to exercise reasonable care to protect Confidential Information from unauthorized disclosure, which care shall not be less than the recipient exercises to protect its own confidential information. The recipient may disclose Confidential Information only to its employees or agents who need to know such information, provided that such employees or agents shall be contractually obligated to comply with the obligations of confidentiality. Notwithstanding anything in the foregoing to the contrary, either Party may disclose Confidential Information if legally compelled to do so, provided that, unless such notice is legally prohibited, the compelled party shall first notify the other Party in order that the other Party may, at its sole expense, seek an appropriate protective order or other remedy. The compelled Party shall disclose only such Confidential Information as, in the opinion of its legal counsel, is required in order to fulfill its legal obligations. If You and NewRocket have executed a separate confidentiality agreement ("NDA"), in the event of any conflict between the provisions of any such NDA and this Agreement, (a) the terms of the NDA will prevail with respect to this Section 5 only; and (b) the terms of this Agreement shall control with respect to all other terms. Any additional terms in the NDA shall not apply.

6. Information Security NewRocket will maintain organizational, administrative, technical and physical safeguards commensurate with industry standard practices to protect against unauthorized access, use, or disclosure of your Data. You will not provide or make Personal Data accessible to NewRocket and You will limit NewRocket's access to your IT systems to test/development environments utilizing



anonymized, de-identified or masked data which does not contain any Personal Data. You represent and warrant that You have conducted and are conducting business in compliance with all applicable privacy laws, including in connection with its collection, use and disclosure of Personal Data.

7. Indemnities. NewRocket will indemnify, defend and hold You harmless from any final judgment awarded against You, or settlement to which NewRocket agrees, which provides that any Deliverable supplied by NewRocket infringes any U.S. copyright or U.S. patent of any third party. NewRocket's sole obligation and your exclusive remedy under this Section shall be, at NewRocket's option and expense, either to procure for You the right to continue using the Deliverable, to replace or modify the Deliverable so that it becomes non-infringing, or to grant You a credit of the amounts paid by You for that portion of the Deliverable. NewRocket shall have no responsibility for infringement to the extent the infringement results from (a) compliance with your designs or instructions, (b) a modification not authorized in writing by NewRocket, (c) use or combination of any Deliverables with third party software, equipment, or data, not provided by NewRocket, (d) non-licensed use by You, (e) any third party software provided under this Agreement, or (f) open source technology incorporated in or provided with Services or Deliverables with your consent.

Each Party shall indemnify, defend, and hold harmless the other Party, the other Party's Affiliates, and their respective officers, directors, employees, agents, successors, and assigns, from any and all any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees and threatened losses arising from or in connection with any third party claim arising out of the following: (a) the death or bodily injury of any person caused by the tortious conduct of the indemnifying Party; (b) the damage, loss or destruction of any real or tangible personal property caused by the tortious conduct of the indemnifying Party; (c) any claim by any person arising out of his or her employment with the indemnifying Party, any application for such employment or the termination thereof; and (d) any claim by any person alleging that such person is jointly employed by the indemnified Party as a result of performing any services as an employee or independent contractor of the indemnifying Party.

With respect to third-party claims, the following procedures shall apply: (a) The indemnified Party shall provide the indemnifying Party prompt notice of each such claim received by the indemnified Party; provided, however, that no failure to

so notify the indemnifying Party shall relieve the indemnifying Party of its obligations under this Agreement except to the extent that the indemnifying Party can demonstrate actual prejudice attributable to such failure; (b) the indemnifying Party shall have the right and authority to control and direct the investigation, defense, and settlement of such claim, provided that (i) the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense, and (ii) if a settlement imposes an obligation or restriction on the indemnified Party, or requires the indemnified Party to make an admission, the indemnifying Party shall obtain the prior written approval of the indemnified Party (such approval not to be unreasonably conditioned, delayed, or withheld) before entering into any settlement of such claim; (c) the indemnifying Party shall have no liability for settlements or agreements entered into without its prior written consent by the indemnified Party; and (d) the indemnified Party shall provide such cooperation and assistance as may be reasonably requested by the indemnifying Party in connection with the investigation, defense, or settlement of the third-party claim at the indemnifying Party's expense.

8. LIMITATION ON LIABILITY. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOSS OF DATA OR LOST BUSINESS. EXCEPT FOR BREACHES OF SECTION 2 (INTELLECTUAL PROPERTY OWNERSHIP AND LICENSE); OR BREACHES OF SECTION 5 (CONFIDENTIALITY); NEITHER PARTY'S CUMULATIVE TOTAL LIABILITY UNDER THIS AGREEMENT FROM ANY CAUSE WHATSOEVER SHALL EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID BY CLIENT TO NEWROCKET PURSUANT TO THE SoW UNDER WHICH THE CLAIM ARISES. THE PARTIES AGREE THAT THE FOREGOING REPRESENTS A FAIR ALLOCATION OF RISK HEREUNDER. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL LIMIT EITHER PARTY'S LIABILITY AT LAW FOR (I) DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF THAT PARTY OR ITS EMPLOYEES OR CONSULTANTS OR (II) GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR FRAUDULENT MISREPRESENTATION.

9. Term and Termination The Term of this Agreement shall begin on the Effective Date and shall automatically renew on an annual basis unless terminated pursuant to this Agreement (the "Term"). After the first year

of the Agreement, either Party may terminate this Agreement at any time on thirty (30) days written notice. The term of each SoW shall be set forth therein. Termination or cancellation of a SoW shall not terminate this Agreement; provided, however, that termination or cancellation of a SoW that causes there to be no SoW then-in-effect, this Agreement shall automatically terminate as of the termination date of such SoW. Notwithstanding the Term, this Agreement and/or any SoW may be terminated by either Party immediately upon notice to the other Party if the other Party (i) has a receiver or similar Party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy; (ii) engages in any unlawful business practice related to that Party's performance under this Agreement and/or any SoW, as applicable; or (iii) breaches any of its obligations under this Agreement and/or any SoW in any material respect, which breach is not remedied within thirty (30) days following written notice of breach to the breaching Party; provided, however, that You may terminate this Agreement and/or any SoW immediately upon notice to NewRocket if the Services do not perform in accordance with this Agreement and/or any SoW, as applicable, and NewRocket does not remedy such breach within fifteen (15) days following written notice. Expiration or termination of this Agreement shall not relieve the Parties of any obligations accruing prior to the effective date of expiration or termination. You shall pay NewRocket for all Services performed by NewRocket until the effective date of termination and any non-cancellable commitments incurred in performance of this Agreement prior to the receipt of the notice of termination, in an amount not to exceed the total fee amount set out in the Statement of Work. Those provisions of this Agreement which by their very nature are incapable of being performed or enforced prior to expiration or termination of this Agreement, which suggest at least partial performance or enforcement following such expiration or termination, or which are otherwise necessary to interpret the respective rights and obligations of the Parties hereunder, shall survive any such expiration or termination of the Agreement. Without limiting the generality of the foregoing, Sections 2, 4, 5, 7, and 10 of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

10. General Provisions

(a) **Notice.** All notices required under this Agreement will be in writing, addressed to the Party as set forth in the first paragraph of this Agreement. Notice to NewRocket must be copied to contracts@NewRocket.com to be effective. Notice

will be deemed delivered on the date received by the Party to whom the notice is addressed.

(b) **Force Majeure.** If either Party is prevented from performing any portion of this Agreement by causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, casualty, or acts of God (each a, "**Force Majeure Event**"), such defaulting Party shall be excused from performance for the period of the delay and for a reasonable time thereafter. If a Force Majeure Event keeps a Party in default for more than sixty (60) days, either Party may terminate this Agreement with thirty (30) days' written notice (subject to the survival of obligations under **Section 9**).

(c) **Independent Contractor.** Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create an employment or agency relationship or a partnership between a Party and the other Party or the other Party's employees or agents, and neither Party may do or permit any act to be done whereby a Party may be represented as agent or partner of the other. Each Party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

(d) **Governing Law.** The validity, construction, and enforceability of this Agreement and all matters or disputes arising under, about or related to this Agreement shall be governed by the laws of the United Kingdom and Wales, without regard to its conflict of law principles. Neither the Uniform Computer Information Transactions Act nor the United Nations Convention on Contracts for the International Sale of Goods will apply to this Agreement in whole or in part. The Parties hereto waive any objections against or any defense they may have based upon an inconvenient forum and hereby irrevocably and unconditionally consent to and submit to the exclusive jurisdiction of the state and federal courts of the State of Delaware.

(e) **NO TRIAL BY JURY.** 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.

(f) **Dispute resolution.** Except for a dispute in equity under **Section 2** (Intellectual Property); or **Section 5** (Confidentiality) for which the Parties agree that monetary damage would not be adequate and for which the Parties can

seek an injunction without bond, if a dispute at law arises under this Agreement (a "Dispute"), then prior to bringing any suit, action or proceeding in connection with such Dispute, a Party must first give written notice of the Dispute to the other Party describing the Dispute and requesting it be resolved pursuant to this dispute resolution process (the "Dispute Notice"). If the Parties are unable to resolve the Dispute within thirty (30) days of delivery of the Dispute Notice, then each Party shall promptly (but no later than five (5) business days thereafter) (a) appoint a designated representative who has sufficient authority to settle the Dispute and who is at a higher management level than the person with direct responsibility for the administration of this Agreement (the "Designated Representative"), and (b) notify the other Party in writing of the name and contact information of such Designated Representative. The designated representatives shall then meet as often as they deem necessary in their reasonable judgment to discuss the Dispute and negotiate in good faith to resolve the Dispute. The Designated Representatives shall mutually determine the format for such discussions and negotiations, if all reasonable requests for relevant information relating the Dispute made by one Party to the other Party shall be honored. If the parties are unable to resolve the Dispute within sixty (60) days after the appointment of both Designated Representatives, then either Party may proceed with any other available remedy.

(g) Severability. The determination by a court of competent jurisdiction that any provision or portion of this Agreement is illegal, invalid, or unenforceable, shall not invalidate this Agreement, and the remaining provisions or portions shall remain in full force and effect to the fullest extent permitted by law.

(h) Waiver. No waiver of any right or remedy shall be effective unless in writing and signed by an authorized representative of the waiving Party. No waiver of a right or remedy arising from any breach or failure to perform shall be deemed a waiver of any future right or remedy.

(i) Construction. This Agreement is the result of arm's length negotiations between the Parties and shall be construed to have been drafted by all Parties such that any ambiguities in this Agreement shall not be construed against either Party. Products and services shall be provided in the English language unless agreed otherwise. Section headings are for convenience only and are not to be used in interpreting this Agreement or to define or limit the scope of any provision of this Agreement. In the event of any conflict or inconsistency in the interpretation of this Agreement (including its Exhibits and any Statements of Work), such conflict or inconsistency

shall be resolved by giving precedence first to the body of this Agreement, and then to the Exhibits and then to any Statements of Work.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and shall become effective and binding upon the parties as of the Effective Date when all the signatories hereto have signed a counterpart of this Agreement.

(k) Assignment. Neither Party may assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party. Notwithstanding the foregoing, a Party may assign this Agreement to any of its Affiliates, as well as to a successor to substantially all of a Party's relevant assets or businesses provided that such entity assumes all rights necessary to fulfill a Party's obligations hereunder. Any purported assignment in violation of this Section 10 shall be void *ab initio*. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

(l) Non-Solicitation. You agree not to directly or indirectly hire or solicit for employment any employee or contractor of NewRocket who has received Confidential Information of the soliciting Party or who is directly involved in the performance of this Agreement or any Statement of Work for a period of twelve (12) months following such person's last involvement in the performance of this Agreement or any Statement of Work. Both Parties acknowledge that (i) any newspaper or other public solicitation not directed specifically to such person shall not be deemed to be a solicitation for purposes of this provision, and (ii) this provision is not intended to limit the mobility of either Party's employees or contractors. You agree to pay the sum of seventy-five (75%) of the salary of the hired employee as a referral fee in the event of breach of this section.

(m) EXPORT CONTROLS. You represent and warrant that You: a) have complied with Anti-Corruption Laws and will comply with all applicable export regulations (including, to the extent applicable, the United States Export Administration Regulations, U.K. export regulations, E.U. export regulations, and any other applicable U.S. or foreign export regulations); b) no individual accessing or using the Deliverables is a citizen of or from an embargoed country (currently Iran, Syria, Sudan, Cuba and North Korea); c) are not prohibited from receiving the Deliverables under any applicable law or regulations; d) will not acquire the Deliverables for a person who is restricted under any applicable law or regulations; e) will not use the Deliverables in contradiction to any applicable law or



regulations; and f) will not use the Deliverables for prohibited uses, including but not limited to nuclear, chemical, missile or biological weapons related end uses. For Deliverables exported from Ireland, EC No. 428/2009 sets up a Community regime for control of exports of dual-use items and technology, and it is declared that this Deliverable is intended for civil purposes only. You agree to comply with both the U.S. regulations and those E.U. regulations and will not export in violation of the regulations and without all proper licenses. Any failure to comply with these regulations will result in You forfeiting all rights to the Deliverables. For the purpose of this paragraph "Anti-Corruption Laws" means the US Foreign Corrupt Practices Act of 1977, the Criminal Code of Canada, the Canada Corruption of Foreign Public Officials Act, the UK Bribery Act, 2010 and any related or similar rules, regulations or guidelines made, issued, administered or enforced by any Governmental Authority thereunder and any other applicable laws of similar purpose and scope.

(n) Entire Agreement; Waiver. This Agreement, when fully executed, including all Exhibits attached to this Agreement, and any SoW is the entire agreement between the Parties with respect to the subject matter and supersedes any agreement or communications between the Parties relative thereto, whether written or oral. This Agreement and/or any SoW may be modified only by a written addendum or change order signed by authorized signatories of both Parties, and a failure by either Party to enforce any term of this Agreement shall not constitute a waiver by that Party of such term or any other term of this Agreement. No written waiver shall excuse the performance of any act other than those specifically referred to therein.

(o) No Third Party Beneficiaries. Each Party is entering into this Agreement for its benefit alone and not for the benefit of another person.

(p) Costs. Each Party shall be responsible for all costs incurred by it or on its behalf in connection with this Agreement and the Services.

(q) Definitions. The following definitions apply to this Agreement and any SoW.

"Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including, without limitation, subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a party to this Agreement.

"Commercial Software" means software licensed by You from a third-party under an agreement between You and such third-party.

"Deliverables" means a deliverable that is identified in the applicable SoW and that is created by NewRocket for You in the performance of the Professional Services and does not include Commercial Software, including without limitation, those products of ServiceNow, Inc.

"Personal Data" means any data relating to an identified or identifiable natural person.

"Work Product" means all information and materials generated, developed, conceived or created by NewRocket (in whole or in part, either alone or jointly with others), in connection with providing the Services.



YOU AND NEWROCKET hereby confirm their agreement to these arrangements as of the Effective Date which is the last date of signature below:

Signatures:

NEWROCKET (UK) LIMITED



Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date



Exhibit A -Travel Expense Policy

Overview

NewRocket understands that business expense cost containment is a high priority and is glad to provide the information below outlining how NewRocket assists You in estimating and minimizing consulting engagement travel expenses. In keeping with common industry practice, NewRocket invoices You for the actual, travel related, ordinary, and necessary business expenses incurred by NewRocket's consultants during a consulting services engagement. NewRocket will make every reasonable attempt to fill the engagement's skill requirements using a local resource whenever possible. Typical categories of travel related expenses invoiced to You include items such as airfare, hotel, ground transportation, meals, laundry expenses, for engagements over seven consecutive days, and non-cellular telephone calls in support of providing engagement services. The expense invoice will contain an itemization of the expenses and copies of receipts supporting each travel related expense invoiced over \$25.00. Travel and related expenses are invoiced separately from service fees. All travel and related expenses will be billed promptly. Timely receipt of requisite Consulting Services documents will help the consultant book advance airfare, hotel, and transportation accommodations at the lowest rates possible.

Air Transportation

Economy/Coach class tickets on commercial airlines will be purchased always for domestic and international travel. Reservations will be made at least seven (7) days in advance whenever possible. Tickets must be purchased through NewRocket's on-line central booking service. You may incur additional costs for failure to allow for timely cancellation or change to airline reservations. However, if itinerary changes result in a partial airfare refund, NewRocket will pass the savings on to You.

Automobile Transportation

When use of a rental car is necessary, an economy or mid-size car will be booked. Invoices will include a copy of the bill detailing the daily rate and gas charges. NewRocket carries liability and collision insurance for rentals cars. All rental cars must be refueled before returning to the car rental agency.

Ground Transportation

Consultants will use a personal vehicle or shuttle bus to and from the airport whenever possible. Other forms of ground transportation may be used when cost effective. Mileage is charged at the IRS standard mileage rate. Mileage will be calculated from the nearest NewRocket office or Consultant's working office to your site.

Return Home Policy

NewRocket's return home policy allows for consultants to return home every weekend on multiple week engagements. NewRocket's managers work with You in these instances to derive the most cost-effective travel arrangements. Whenever possible, arrangements for such travel will be made fourteen (14) days in advance of departure to secure lower advance-booking rates. Other arrangements may be made by mutual written consent.

Lodging

You will reimburse actual and reasonable expenses for business class hotel lodging consistent with these travel expense guidelines, including allowance for pertinent room and sales taxes. To obtain the most cost-effective rate and keep administrative costs low, reservations must be made through the NewRocket's on-line central booking service. Whenever available, standard single rooms will be selected. Guarantees for late arrivals are reimbursable by You. You may incur cancellation costs for failure to allow for timely cancellation of hotel reservations.

Meals

You will reimburse meals at actual cost at NewRocket's then current maximum daily rates for meal reimbursements.