

Statement of Work Terms and Conditions

These Statement of Work Terms and Conditions apply to professional services provided by NewRocket (UK) Limited (Company Number 06316811) with offices at 20 Old Bailey, London, EC4M 7AN, and its Affiliates, (“NewRocket”), to the Client in the applicable Statement of Work. NewRocket and Client each a “Party” and, collectively, the “Parties”). The Parties hereby agree as follows:

1. Purpose. These Terms and Conditions (“Terms”) describe the terms and conditions under which NewRocket or its Affiliates will perform Services for and deliver Deliverables to Client or Client Affiliates.

2. Services

2.1 Initiating Services. All professional services (“Services”) provided by NewRocket to Client will be initiated through the execution of individual Statements of Work (“SOW”) by authorized representatives of both Parties, and only changed by a written change request signed by both Parties (“Change Request”). These Terms do not obligate a Party to provide any services or execute any SOW. If Services are to be performed at Client’s location (the “Client Premises”), Client will provide suitable space and facilities and such other services or materials as NewRocket may reasonably request to perform the Services at such location. NewRocket will observe Client’s rules and regulations relating to such Client Premises, including but not limited to safety regulations and security requirements.

2.2 Offshore Services. NewRocket may perform Services offshore, including from locations outside Client’s country, as necessary to fulfill the scope of the SOW. All offshore work shall be conducted in compliance with applicable laws, regulations, and Client’s security and confidentiality requirements. NewRocket shall ensure that all personnel performing offshore Services possess the requisite skills and qualifications.

3. Payment Terms

3.1 Compensation for Services and Expenses. In consideration of NewRocket’s performance of Services, Client will pay all amounts specified in the relevant SOW, including, without limitation, any Expenses incurred by NewRocket in connection with the Services.

3.2 Invoicing. Service Fees and Expenses will be calculated by NewRocket and invoiced to Client on a monthly basis. Service fees and any applicable Expenses will be invoiced separately. Expense invoices will contain an itemization of the expenses and copies of

receipts supporting each expense of the equivalent of more than twenty-five dollars (25) USD.

3.3 Payment. Payment will be due net thirty (30) days from the invoice date. All payments due will be made in GBP via check or wire transfer of immediately available funds to an account designated in writing by NewRocket to Client.

3.4 Past Due Payments. Client understands that to maintain a high-quality engineering team, NewRocket must collect invoice payments in a timely fashion. Payments made later than the due date will 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 also reserves the right to suspend Services at any time should Client fail to pay invoices when due. NewRocket will provide notice of such suspension in writing. Client will still be responsible for payment of all outstanding balances for work performed through the suspension date. Client understands that with the suspension of work, project resourcing may be moved to another Client and all downstream project dates, deadlines, milestones, or activities scheduled to occur after date of suspension cannot be guaranteed. Should Services be suspended due to a past due balance, NewRocket will not be liable for any fees, penalties, or expenses incurred by either Client or NewRocket due to missed project dates, deadlines or milestones, and Client 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 further reserves the right to suspend any planned go-live or production code promotion activities until balances have been paid in full. Once payment has been received, NewRocket will reschedule work activities and will update any relevant project plans to reflect these new project dates.

3.5 Annual Cost of Living Increase (COLI) Adjustment. For multi-year SOWs, the rates set forth in the SOW shall be subject to an annual adjustment to reflect changes in the cost of living. Such adjustment shall be based on the percentage change in a recognized economic index, specifically the Consumer Price Index ("CPI"), as published by the UK Office for National Statistics or a comparable authority. The adjustment shall be calculated annually on the SOW anniversary date. Rate adjustments shall not exceed the maximum percentage increase established herein, with differentiated caps applied as follows: a lower maximum increase for onshore resources and a higher maximum increase for offshore resources, unless the Parties agree to a blended adjustment rate. The specific maximum percentage increases for each classification shall be set forth in the SOW.

3.6 Taxes. 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 (VAT). If NewRocket is required to remit any tax or duty on behalf of Client,

Client will reimburse NewRocket within thirty (30) days after receipt of NewRocket's written notification of such remittance. Client will provide a valid tax exemption certificate in advance of any remittance otherwise required to be made by NewRocket on behalf of Client, where such certificate is applicable.

4. Intellectual Property Ownership and License

4.1 Client Pre-Existing Intellectual Property. Client will retain all right, title, and interest in and to all pre-existing information, Client data, software, tools, and other materials developed by or for Client prior to commencement of the Services ("Client Pre-Existing Intellectual Property"). Client grants to NewRocket a worldwide, non-exclusive, non-transferable nonsub-licensable, royalty-free license to use the Client Pre-Existing Intellectual Property solely as required for NewRocket to perform the Services.

4.2 NewRocket Pre-Existing Intellectual Property. NewRocket will retain all right, title, and interest in and to all preexisting information, data, software, tools, and other materials developed by or for NewRocket prior to commencement of the Services ("NewRocket Pre-Existing Intellectual Property").

4.3 License and Ownership. Subject to the terms and conditions of these Terms, NewRocket grants Client a royalty free, perpetual worldwide, non-exclusive, non-transferable, non-sublicensable, license to a deliverable that is identified in the applicable SOW and that is created by NewRocket for Client in the performance of the Professional Services and does not include Commercial Software, including without limitation, those products of ServiceNow, Inc. ("Deliverables") for Client's internal use. This license includes any NewRocket Pre-Existing Intellectual Property included in the Deliverables. Subject to this License and subject to Client's rights in Client Pre-Existing Intellectual Property, NewRocket will own all right, title, and interest in and to the Deliverables. Deliverables are for Client's internal use only and not for resale by Client. Client does not acquire any ownership rights in NewRocket's or its Affiliates' or its or their suppliers' or subcontractor's software, methods, knowhow 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 Client.

4.4 Commercial Software Terms. For the avoidance of doubt, 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 agreement and not by these Terms.

4.5 Feedback. NewRocket encourages Client to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to NewRocket's Services

and related resources and products. To the extent Client provides such feedback, Client grants 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 or indication of Client.

5. Representations and Warranties; Warranty Disclaimers

5.1 Mutual Representations and Warranties. Each Party hereby represents and warrants to the other that (i) it has full power and authority to execute and deliver these Terms and perform its obligations hereunder; (ii) it has duly authorized, executed and delivered these Terms; (iii) these Terms 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 these Terms will not conflict with, result in the breach of, or constitute a default under its constating documents, any arrangement or terms to which it is a Party or by which it is bound.

5.2 Representations and Warranties of NewRocket. NewRocket represents and warrants that (i) it will perform the Services in accordance with all requirements set forth in the SOW; and (ii) the Services will be performed in a competent, professional, and workmanlike manner in accordance with generally accepted industry standards and practices. This warranty will be valid for thirty (30) days from delivery of the applicable Services. Upon breach of this warranty, NewRocket's sole obligation 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, Client's sole remedy is to terminate the relevant SOW and obtain a credit of the amount Client paid to NewRocket for only that portion of Services NewRocket is unable to correct. No part of these Terms is intended to and does not augment the warranty provided in any license agreement to separately licensed software.

5.3 Exclusions. This 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 Client or a third-party not authorized by NewRocket; 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. Client will reimburse NewRocket for its reasonable time and expenses for any Services provided at Client's request to remedy excluded non-performance issues. This warranty will immediately cease if Client or any third-party not authorized by NewRocket modifies any portion of a Deliverable and/or modifies Client's system so that a Deliverable is no longer functional or appropriate.

5.4 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THESE TERMS, 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 THESE TERMS IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN.

6. Confidentiality.

6.1 Definition, Exclusions. Each Party always agrees that during the effective dates of these Terms, and thereafter, each Party will hold in confidence, and will not, other than for purposes of these Terms, use or disclose to any third-party any Confidential Information of the other Party. The term “Confidential Information” will 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 these Terms, 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.

6.2 Obligations. The recipient of Confidential Information agrees to exercise reasonable care to protect Confidential Information from unauthorized disclosure, which care will 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 will be contractually obligated to comply with the obligations of confidentiality.

6.3 Compelled Disclosure. 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 will 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 will disclose only such Confidential Information as, in the opinion of its legal counsel, is required in order to fulfill its legal obligations.

6.4 Client Non-Disclosure terms. Client and NewRocket may have executed or may in the future execute a separate confidentiality agreement. In the event of any conflict between the provisions of any such separate confidentiality agreement and these Terms, (a) the terms of such separate confidentiality agreement will prevail with respect to this Section 6 only; and (b) these Terms will control with respect to all other terms. Furthermore, any additional terms in said separate confidentiality agreement will not apply.

7. IT Security

7.1 Policies; Procedures. NewRocket will maintain organizational, administrative, technical, and physical safeguards commensurate with industry standard practices to protect against unauthorized access, use, or disclosure of Client data.

7.2 Personal Data.

(a) To the extent practicable, Client will not provide or make personal data accessible to NewRocket and Client will limit NewRocket's access to any Client 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.

(b) If the restrictions set forth in clause (a) are not practicable and Client must provide NewRocket with personal data, Client will inform NewRocket prior to the provision of any such personal data. NewRocket and client will enter into an appropriate data processing addendum.

(c) Client has conducted and is conducting its business in compliance with all applicable Privacy Laws, including in connection with its collection, use and disclosure of Personal Data.

9. Artificial Intelligence.

8.1 Artificial Intelligence Usage. NewRocket reserves the right to utilize closed and secure Artificial Intelligence ("AI") tools in the performance of Services under the SOW, subject to adherence to NewRocket's standard corporate AI Use Policy. The use of AI

tools may include, but is not limited to, note-taking, recording and transcription of key virtual meetings, preparation of meeting minutes and action items, document generation, user story creation, code development, and test case generation. NewRocket shall not input or upload Client's confidential business data into AI tools unless explicitly approved in writing by Client. NewRocket shall ensure that all AI systems used, and any AI-related processing of Client data shall comply with applicable laws and industry standards.

9. Indemnities.

9.1 Infringement Indemnity. NewRocket will indemnify, defend, and hold Client harmless from any final judgment awarded against Client, or settlement to which NewRocket agrees, which provides that any Deliverable supplied by NewRocket infringes any Copyright or UK patent of any third party. Should any Deliverable provided by NewRocket under these Terms, or the operation of any such Deliverable, become, or in NewRocket's opinion is likely to become, the subject of infringement of any UK copyright or UK patent, NewRocket's sole obligation and Client's exclusive remedy under this Section will be, at NewRocket's option and expense, either to procure for Client the right to continue using the Deliverable, to replace or modify the Deliverable so that it becomes non-infringing, or to grant Client a credit of the amounts paid by Client for that portion of the Deliverable. NewRocket will have no responsibility for infringement to the extent the infringement results from (a) compliance with Client's 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 Client, (e) any third party software provided under these Terms, or (f) open source technology incorporated in or provided with Services or Deliverables with Client's consent.

9.2 Mutual Indemnity. Each Party will 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 ("Losses") 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.

9.3 Indemnification Procedures. With respect to third-party claims, the following procedures will apply:

(a) The indemnified Party will 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 will relieve the indemnifying Party of its obligations under these Terms except to the extent that the indemnifying Party can demonstrate actual prejudice attributable to such failure.

(b) The indemnifying Party will have the right and authority to control and direct the investigation, defense, and settlement of such claim, provided that (i) the indemnified Party will 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 will 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 will have no liability for settlements or agreements entered into without its prior written consent by the indemnified Party; and.

(d) The indemnified Party will 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.

10. LIMITATION ON LIABILITY. EXCEPT FOR CLIENT BREACHES OF SECTION 4 (INTELLECTUAL PROPERTY OWNERSHIP AND LICENSE), UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS, 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 4 (INTELLECTUAL PROPERTY OWNERSHIP AND LICENSE), BREACHES OF SECTION 6 (CONFIDENTIALITY) NEITHER PARTY'S CUMULATIVE TOTAL LIABILITY UNDER THESE TERMS FROM ANY CAUSE WHATSOEVER WILL 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 THESE TERMS WILL 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) FRAUD OR FRAUDULENT MISREPRESENTATION.

11. Term and Termination

11.1 Term. The effective date of these Terms will begin on the Effective Date and will automatically renew on an annual basis unless terminated pursuant to these Terms. After the first year of such Terms, either Party may terminate these Terms at any time on thirty (30) days written notice. The effective date of each SOW will be set forth therein. Termination or cancellation of a SOW will not terminate these Terms.

11.2 Mutual Termination Rights. These Terms 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 these Terms and/or any SOW, as applicable; or (iii) breaches any of its obligations under these Terms 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.

11.3 Effect of Termination. Expiration or termination of these Terms will not relieve the Parties of any obligations accruing prior to the effective date of expiration or termination. Client will pay NewRocket for all Services performed by NewRocket until the effective date of termination and any non-cancellable commitments incurred in performance of these Terms 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.

11.4 Survival of Terms. Those provisions of these Terms which by their very nature are incapable of being performed or enforced prior to expiration or termination of these Terms, 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, will survive any such expiration or termination of these Terms. Without limiting the generality of the foregoing, Sections 4,

5, 6, 9, and 13.13 of these Terms, together with any other provision required for their construction or enforcement, will survive termination of these Terms for any reason.

12. Compliance with Laws. Each Party will comply with all applicable laws with respect to its obligations pursuant to these Terms.

13. Insurance. During the effective dates of these Terms, NewRocket will provide and maintain insurance coverage with insurers of recognized responsibility licensed to do business in the jurisdiction(s) where Client and NewRocket perform Services for (a) Worker's Compensation insurance in such form and for such amounts as will be necessary to comply with the laws of the jurisdiction (s) in which Client and NewRocket do business and/or in which Services are performed; (b) Employer's Liability insurance providing coverage of not less than \$USD 1,000,000 per occurrence/aggregate protecting against suits by or on behalf of employees (including employees traveling) not otherwise covered by statutory worker's compensation insurance; (c) Comprehensive or Commercial General Liability insurance providing coverage of not less than \$USD 1,000,000 per occurrence combined single limit and \$USD 2,000,000 general aggregate, including (i) contractual liability coverage for the indemnification obligations contained in these Terms, (ii) coverage for the use of Clients or subcontractors, (iii) broad form property coverage and not containing an exclusion for explosion, collapse and underground coverage, and (d) Professional Errors and Omissions Liability coverage of not less than \$USD 1,000,000 per occurrence and in the aggregate.

14. General Provisions

14.1 Notice. All notices required under these Terms will be in writing. Notice to NewRocket must be copied to contracts@NewRocket.com to be effective. Notices may be served personally by process server or may be sent by a nationally recognized overnight delivery company that provides a receipt and tracking information or by electronic mail. Notice will be deemed delivered on the date received by the Party to whom the notice is addressed. Each Party may change its address by giving the other Party notice of the change in accordance with this Section.

14.2 Force Majeure. If either Party will be prevented from performing any portion of these Terms 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 will 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 these Terms with thirty (30) days’ written notice (subject to the survival of obligations under Section 10.4).

14.3 Independent Contractor. Nothing in these Terms, and no course of dealing between the Parties, will 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 will be solely responsible for payment of its employees’ salaries (including withholding of income taxes and social security), workers’ compensation, and all other employment benefits.

14.4 Governing Law. The validity, construction, and enforceability of these Terms and all matters or disputes arising under, about or related to these Terms will be governed by the laws of England and Wales, without regard to its conflict of law principles. The Parties 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 Courts of England and Wales.

14.5 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, THESE TERMS, 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.

14.6 Dispute resolution. Except for a dispute in equity under Section 4 (Ownership and License); Section 6 (Confidentiality) or Section 13.12 (Non-solicitation) (collectively “Equity Dispute”) 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 these Terms (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 will 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 these Terms (the “Designated Representative”), and (b) notify the other Party in writing of the name and contact information of such Designated Representative. The designated representatives will 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 will 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 will 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.

14.7 Severability. The determination by a Court of competent jurisdiction that any provision or portion of these Terms is illegal, invalid, or unenforceable, will not invalidate these Terms, and the remaining provisions or portions will remain in full force and effect to the fullest extent permitted by law.

14.8 Waiver. No waiver of any right or remedy will 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 will be deemed a waiver of any future right or remedy.

14.9 Construction. These Terms are the result of arm’s length negotiations between the parties and will be construed to have been drafted by all Parties such that any ambiguities in these Terms will not be construed against either Party. Products and services will be provided in the English language unless agreed otherwise. Section headings are for convenience only and are not to be used in interpreting these Terms or to define or limit the scope of any provision of these Terms.

14.10 Conflict Between Terms, Exhibits and Statements of Work. In the event of any conflict or inconsistency in the interpretation of these Terms (including its Exhibits and any Statements of Work), such conflict or inconsistency will be resolved by giving precedence first to the body of these Terms, and then to the Exhibits and then to any Statements of Work.

14.11 Assignment. Neither Party may assign its rights or obligations under these Terms, whether by operation of law or otherwise, without the prior written consent of the other Party.

14.12 Non-Solicitation. Client agrees 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 these Terms or any Statement of Work for a period of twelve (12) months following such person's last involvement in the performance of these Terms or any Statement of Work. Both Parties acknowledge that (i) any newspaper or other public solicitation not directed specifically to such person will 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. Client agrees 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.

14.13 Anti-Corruption Laws and Export Controls. Client represents and warrants that it: a) has complied with AntiCorruption 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) is 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. Therefore, Client agrees 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 Client forfeiting all rights to the Deliverables. For the purpose of this paragraph "Anti-Corruption Laws" means the Criminal Code of Canada, the Canada Corruption of Foreign Public Officials Act, the US Foreign Corrupt Practices Act of 1977, 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.

14.14 Entire agreement; Waiver. These Terms, when fully executed, including all Exhibits attached to these Terms, any SOW and/or Nondisclosure agreement, are 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. These Terms 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 these Terms will not constitute a waiver by that Party of such term or any other term of these Terms. No written waiver will excuse the performance of any act other than those specifically referred to therein.

14.15 No Third Party Beneficiaries. Each Party is entering into these Terms for its benefit alone and not for the benefit of another person.

14.16 Costs. Each Party will be responsible for all costs incurred by it or on its behalf in connection with these Terms and the Services.

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 Clients in estimating and minimizing consulting engagement travel expenses. In keeping with common industry practice, NewRocket invoices Client 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 Clients 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 the equivalent of twenty-five (25) USD. 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. Client 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 Client.

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 CRA standard mileage rate. Mileage will be calculated from the nearest NewRocket office or Consultant's working office to the Client's 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 Clients 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

Clients 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 Client. Client may incur cancellation costs for failure to allow for timely cancellation of hotel reservations.

Meals

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