

ADDENDUM: CONSENT TO DELIVER TO THIRD PARTY

This ADDENDUM dated ____, _____ 2020 is issued pursuant to and forms an integral part of the Statement of Work with an Effective Date of 7 April 2020 (“SOW”) which in turn forms an integral part of a services agreement dated 8 May 2020 (“Agreement”) between **Jane’s Group UK Limited**, having its principal offices at Sentinel House, 163 Brighton Road, Coulsdon, Surrey, UK CR5 2YH (“Janes”) and the **State of New Hampshire Department of Business and Economic Affairs** having its principal offices at **100 North Main Street, Suite 100, Concord NH03301** (“Client”), and shall be effective only upon signature by **Janes**.

WHEREAS Client desires to allow certain third parties identified below (“Recipient”) access the Deliverables licensed under the Agreement, as specifically described below (“Deliverables”) and Janes is willing to provide its consent to such access subject to the terms of this Addendum.

NOWHEREFORE, in consideration of compliance by the Client and the Recipient with the terms of this Addendum and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as set forth herein.

1. For the purposes of this Addendum, “Party” means each of Janes, Client or Recipient and “Parties” mean Janes, Client and Recipient collectively. Unless otherwise defined herein all capitalized terms shall have the same meaning assigned in the Agreement.

2. The Recipient acknowledges and agrees that the Deliverables are the property of Janes and are protected by intellectual property laws and that no ownership rights are being transferred to it hereunder. Recipient’s use of the Deliverables shall be subject to the terms of this Addendum. Recipient has no right to further disclose the Deliverables to any other third party.

3. Notwithstanding anything to the contrary in the Agreement, and subject to the provisions of this Addendum, Janes hereby grants its consent for Client to make available to the Recipient and for Recipient to receive the Deliverables identified herein upon signature of this Addendum by the Parties provided that i) the Deliverables or any part of it shall not be incorporated into a registration statement, prospectus, information memorandum, public or private debt issue documentation, any bond issue documentation or other offering document, and/or shall not be filed with any securities authorities and ii) the Deliverables shall never be used by the Client or Recipient to produce a commercial product or service.

4. Recipient hereby agrees to hold all Deliverables provided hereunder in the strictest confidence and not to publish, reproduce, divulge, disseminate or convey to any other party the Deliverables, in whole or in part, in any manner or format, nor to authorize or permit any use by any other third party.

5. Client and Recipient jointly undertake to Jane’s that Client and Recipient will indemnify, defend and hold Jane’s harmless from and against any claims resulting from or in relation to any use of the Deliverables or any part thereof outside of Client organization, including use by Recipient, and/or for any purpose other than Client’s internal business purposes.

6. Client and Recipient acknowledge and agree that i) the Deliverables are provided for the benefit of the Client only and not for any other third party, ii) the Deliverables are provided “AS IS” without any warranty or guarantee of any kind and iii) neither provision of Services or Deliverables by Janes under the Agreement nor consent granted under this Addendum constitute investment or legal advice which Client and Recipient shall seek from other independent sources, and iv) Janes shall have no liability to Client, Recipient or any other third party for use of or reliance on the Deliverables provided hereunder.

7. Client and Recipient agree that Janes total aggregate liability to Client, Recipient and any other third party shall not in any event exceed the fees paid by Client for the Deliverables. In no event shall Janes be liable to Client or Recipient or any other third party for consequential, indirect, special or punitive damages.

8. The parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

9. **Description of Deliverables to be delivered to Recipient:**

- Custom market reports designed to provide NHADEC members with data, visualization, analysis, and insight to support future business development decisions. These reports shall focus on particular markets and/or opportunities, such as "Poland defense industry overview" or "Impact of Brexit on the U.S. defense industry."
- In-person seminar focusing on a "Big Picture" item within the realm of international defense trade (such as "NH's role in global defense markets") or, as an option given potential continued concerns about in-person events, an additional in-depth market segment study similar to that described below.
- In-depth market segment study, such as one focused on the opportunities brought about by military satellites and space activities globally.

10. **Description of work to be performed by Recipient:**

- **No work is expected to be completed by Recipient**

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the latest signature date below.

Recipient Company Name: Address:	State of New Hampshire Department of Business and Economic Affairs	Janes Group UK Limited
Signature:	Signature:	Signature:
Name & Title:	Name & Title:	Name & Title:
Date:	Date:	Date: