

## SUBSCRIPTION AGREEMENT

This Subscription Agreement (“Agreement”) is made and entered into as of May 15, 2013 by and between Space Florida, an Independent Special District of the State of Florida (the “Subscriber”), and NewSpace Global (“NSG”), a Delaware limited liability company. The Subscriber desires to retain NSG to perform services on a subscription basis for the Subscriber and NSG is willing to perform such services, on terms set forth more fully below. In consideration of the mutual promises contained herein, the parties agree as follows:

### 1. SERVICES AND COMPENSATION

(a) NSG agrees to perform for the Subscriber the services (“Services”) described in Exhibit A, attached hereto. For the avoidance of doubt, NSG will not perform tax, accounting or legal services or advice of any kind and therefore the Services cannot be relied upon as such.

(b) The Subscriber agrees to pay NSG the compensation set forth in Exhibit A for the performance of the Services in accordance with the terms hereof.

### 2. TERM AND TERMINATION

(a) Term. This Agreement will commence on the date first written above and will continue until twelve (12) months from the date hereof.

(b) Survival. Upon such termination all rights and duties of the parties toward each other shall cease except that the Subscriber shall be obliged to pay, within ten (10) days of the effective date of termination, the amount owing to NSG for Services in accordance with the provisions of Section 1 (Services and Compensation) hereof.

### 3. ASSIGNMENT

Neither this Agreement nor any right, obligation, or interest herein may be assigned or transferred by any party without the prior express written consent of the other party.

### 4. GOVERNING LAW

This Agreement shall be governed by the internal substantive laws, but not the choice of law rules, of the State of New York.

## **5. ENTIRE AGREEMENT; COUNTERPARTS**

This Agreement is the entire agreement of the parties and supersedes any prior or contemporaneous agreements between them, whether express or implied, written or oral, with respect to the subject matter hereof, provided that it shall not supersede NSG's Terms and Conditions provided on [newspaceglobal.com](http://newspaceglobal.com) or [newspacewatch.com](http://newspacewatch.com). No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same agreement. Transmission by facsimile, electronic mail or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

## **6. SEVERABILITY; AMENDMENT**

The invalidity or unenforceability of any provision of this Agreement, or any terms thereof, shall not affect the validity of this Agreement as a whole, which shall at all times remain in full force and effect. This Agreement may not be amended or changed except by the written agreement of the Subscriber and NSG.

*[Signature page to Subscription Agreement to follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

NEWSPACE GLOBAL, LLC

By: Richard M. David  
Name: Richard M. David  
Title: CEO

Address: 244 Fifth Avenue, Suite #1609  
New York, New York 10001  
Email: rdavid@newspaceglobal.com

SPACE FLORIDA

By: Howard J. Haug  
Name: HOWARD J. HAUG  
Title: EVP & TREASURER

Address:

**Space Florida**  
**505 Odyssey Way, Suite 300**  
**Exploration Park, FL 32953**  
email: [hhaug@spaceflorida.gov](mailto:hhaug@spaceflorida.gov)

*[Signature page to Subscription Agreement]*

EXHIBIT A

SERVICES AND COMPENSATION

NSG will perform or provide the following services for the Subscriber:

Elite Enterprise Subscription:

\$20,000 USD/year. This amount is payable upon execution of this Agreement and includes the following products and services:

1. Five (5) Customized “Deep Dive” Reports
2. Customizable Consulting Calls (Monthly<sup>1</sup>)
3. Full subscription to *Thruster*: NSG’s Monthly Market Tracking Report
4. Full Access to all live NSG indices (400+ companies)
5. Full NewSpace Watch Access (21,000+ postings)
6. Full *Thruster* Archive Access
7. Full NSG Network Access
8. Full Database Access<sup>2</sup>
9. 35 User accounts<sup>3</sup>

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<sup>1</sup> Consulting Calls are limited to 1.5 hours per month. Subscribers may schedule allotted time in multiple Consulting Calls but no less than 15 minutes per call. For any Consulting Calls beyond the allotted time within this Elite Enterprise Account, the Subscriber agrees to pay NSG its rate of \$250 USD per hour.

<sup>2</sup> To be released in Q3 2013.

<sup>3</sup> All user accounts must be affiliated with Subscriber.

**AMENDMENT LETTER TO SUBSCRIPTION AGREEMENT**

**DATED AS OF MAY 15, 2014**

This Amendment Letter to the Subscription Agreement of NewSpace Global, LLC (this “Letter”) is effective as of May 15, 2014 by and between NewSpace Global, LLC (“NSG”), and Space Florida, an Independent Special District of the State of Florida (the “Subscriber”).

1. The parties hereby agree to amend the Subscription Agreement dated May 15, 2013 (the “Original Agreement”) as set forth below. All provisions of the Original Agreement that are not specifically amended by this Letter shall remain in full force and effect.
2. Section 2 of the Original Agreement regarding the “Term and Termination” is hereby extended through May 15, 2015.
3. Exhibit A of the Original Agreement is deleted in its entirety and replaced by:

**“EXHIBIT A**

**PRODUCTS, SERVICES AND COMPENSATION**

NSG will perform or provide the following for the Subscriber:

Elite Enterprise Subscription: \$28,695.00 payable upon execution of this Agreement, which includes the following for authorized users:

1. Full access to Observer, *Thruster*, NewSpace Watch, and the NSG Indices
  - a. Internal Accounts (25 users)
  - b. Annual Affiliate Accounts (5 users)<sup>1</sup>
  - c. Short-term License Affiliate Accounts (5 users)
2. Full access to all Deep Dive reports<sup>2</sup> (e.g. the NewSpace Global 2015 SmallSat Report) published by NewSpace Global during the Term
3. Custom Dive Deep Reports (3)
4. Premium Expert Access (Monthly)”

<sup>1</sup> Annual Affiliate Accounts may not be changed during the Term.

<sup>2</sup> Only Internal Account and Annual Affiliate Account users are permitted access to Deep Dive Reports and Custom Deep Dive Reports.



IN WITNESS WHEREOF, the parties have executed this Letter on the date and year first written above.

**NEWSPACE GLOBAL, LLC**

By: *Richard M. David*

Name: Richard M. David

Title: CEO

NewSpace Global, LLC  
244 5th Avenue, Suite #1609  
New York, NY 10001  
rdavid@newspaceglobal.com

**SPACE FLORIDA**

By: *Howard J. Haug*

Name: Howard J. Haug

Title: Chief Investment Officer

Space Florida  
505 Odyssey Way, Suite 300  
Exploration Park, FL 32953  
hhaug@spaceflorida.gov

**SECOND AMENDED SUBSCRIPTION AGREEMENT OF NEWSPACE GLOBAL, LLC**

**DATED AS OF MAY 15, 2015**

This Second Amendment to the Subscription Agreement of NewSpace Global, LLC (this “Amendment”) is effective as of May 15, 2015 by and between NewSpace Global, LLC (“NSG”), and Space Florida, an Independent Special District of the State of Florida (the “Subscriber”).

1. The parties have entered into a Subscription Agreement effective as of May 15, 2013 (the “Original Agreement”).
2. The parties have amended the Original Agreement effective as of May 15, 2014 (the “Original Amendment”).
3. The parties desire to amend the Original Amendment according to the terms as set forth below. All provisions of the Original Agreement and the Original Amendment that are not specifically amended by this Amendment shall remain in full force and effect.
4. Section 2 of the Original Agreement regarding the Term and Termination is hereby extended through May 14, 2016. All other terms and conditions of section identified in the Original Agreement shall remain in full force and effect.
5. Section 4 of the Original Agreement regarding the Governing Law shall be revised to reflect that this Agreement shall be construed in accordance to the laws of the State of Florida.
6. Exhibit A of the Original Agreement is deleted in its entirety and replaced by:

**“EXHIBIT A**

**SERVICES AND COMPENSATION**

NSG will perform or provide the following services for the Subscriber:

NSG Complete Unlimited: \$24,995.00/year payable upon execution of this Agreement, which includes the following for authorized users:

1. Full access Observer, *Thruster*, NewSpace Watch, and the NSG Indices
2. Internal Accounts<sup>1</sup> (unlimited users<sup>2</sup>)

<sup>1</sup> All Internal Account users must have @spaceflorida.gov email addresses and be directly affiliated with the Subscriber’s organization.

<sup>2</sup> Subscriber may provide up to 5 users with Annual Affiliate Accounts and up to 5 users with Short-term License Affiliate Accounts. Annual Affiliate Account and Short-term License Affiliate Account users shall have NSG Core Individual account privileges.

3. Full access to all Deep Dive reports published by NewSpace Global during the Term
4. Premium Expert Access (Monthly)”

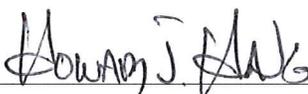
IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

**NEWSPACE GLOBAL, LLC**

By:  \_\_\_\_\_  
Name: Richard M. David  
Title: CEO

NewSpace Global, LLC  
8501 Astronaut Boulevard, Suite #5-212  
Cape Canaveral, Florida 32920  
Email: rdavid@newspaceglobal.com

**SPACE FLORIDA**

By:  \_\_\_\_\_  
Name: Howard J. Haug  
Title: Chief Investment Officer

Space Florida  
505 Odyssey Way, Suite 300  
Exploration Park, FL 32953  
Email: hhaug@spaceflorida.gov

**SECOND AMENDED SUBSCRIPTION AGREEMENT OF NEWSPACE GLOBAL, LLC**

**DATED AS OF MAY 15, 2016**

This Second Amendment to the Subscription Agreement of NewSpace Global, LLC (this "Amendment") is effective as of May 15, 2016 by and between NewSpace Global, LLC ("NSG"), and Space Florida, an Independent Special District of the State of Florida (the "Subscriber").

1. The parties have entered into a Subscription Agreement effective as of May 15, 2013 (the "Original Agreement").
2. The parties have amended the Original Agreement effective as of May 15, 2014 (the "Original Amendment") and again on May 15, 2015 (the "Second Amendment").
3. The parties desire to amend the Second Amendment according to the terms as set forth below. All provisions of the Original Agreement that were not amended by a subsequent amendment, including this Amendment, shall remain in full force and effect.
4. Section 2 of the Original Agreement regarding the Term and Termination is hereby extended through May 14, 2017.
5. Exhibit A of the Original Agreement is deleted in its entirety and replaced by:

**"EXHIBIT A**

**PRODUCTS, SERVICES AND COMPENSATION**

NSG will perform or provide the following products and services for the Subscriber:

NSG Complete Unlimited: \$24,995.00/year payable upon execution of this Agreement, which includes the following for authorized users:

1. Full access to Observer, *Thruster*, NewSpace Watch, and the NSG Indices
2. Internal Accounts<sup>1</sup> (unlimited users<sup>2</sup>)
3. Full access to all Deep Dive reports published by NewSpace Global during the Term
4. Premium Expert Access (Monthly)

<sup>1</sup> All Internal Account users must have @spaceflorida.gov email addresses and be directly affiliated with the Subscriber's organization.

<sup>2</sup> Subscriber may provide up to 5 users with Annual Affiliate Accounts and up to 5 users with Short-term License Affiliate Accounts. Annual Affiliate Account and Short-term License Affiliate Account users shall have NSG Core Individual account privileges.

5. Offline Value Added Services: Five (5) Introductions to NSG network members”

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first above written.

**NEWSPACE GLOBAL, LLC**

By: *Richard M. Rocket*

Name: Richard M. Rocket

Title: CEO

NewSpace Global, LLC

8501 Astronaut Boulevard, Suite #5-212

Cape Canaveral, Florida 32920

Email: rrocket@newspaceglobal.com

**SPACE FLORIDA**

By: *Howard J. Haug*

Name: Howard J. Haug

Title: Chief Investment Officer

Space Florida

505 Odyssey Way, Suite 300

Exploration Park, FL 32953

Email: hhaug@spaceflorida.gov