



This **Proof of Value Agreement** ("**Agreement**") is entered by and between Armor Defense Inc. (or Armor Defense Ltd. if you are located outside of the United States) ("**Armor**") and the person or entity identified on the signature block set forth below ("**you**" or "**Customer**").

- Product; Support.** Subject to this Agreement, Armor grants Customer a personal, non-exclusive, non-transferable and non-sublicensable license to use the Armor Anywhere Services (the "**Product**") in accordance with this Agreement and all applicable laws and regulations (e.g., export and privacy) solely for internal testing and evaluation purposes, in a non-production environment, to determine if Customer will purchase a paid subscription to the Product.
- Ownership.** Armor retains all ownership, rights, and interest in the Product, and all copies, upgrades, updates and derivatives thereof. Customer will not, and will not permit any third party to, reproduce or modify the Product, reverse engineer the Product or otherwise attempt to discover any source code or underlying Confidential Information (as defined below) therein except and to the extent required by law.
- Confidentiality.** If the parties have entered into a non-disclosure agreement ("**NDA**"), this Agreement incorporates the NDA. If the parties have not signed an NDA, neither party will disclose the other party's Confidential Information (as defined below) to any third party without the other party's prior written consent or except as required by law, or use the other party's Confidential Information for any purpose except performing this Agreement or furthering the relationship between the parties. Each party will return or destroy the other party's Confidential Information upon written request from the other party. "**Confidential Information**" means information a party designates as confidential or reasonably considers as confidential, and includes, without limitation, (a) the Product (including all technical details thereof), (b) financial, personnel, sales and pricing information, and (c) plans for future development and new product concepts. "Confidential Information" does not include information that (i) is or becomes publicly available through no fault of the recipient, (ii) is received from a third party without a duty of confidentiality or (iii) is independently developed by the receiving party without the use of the other party's Confidential Information.
- Feedback.** If Customer provides feedback, ideas or suggestions relevant to Armor's Products, its business or technology ("**Feedback**"), Customer grants Armor, without charge, the fully paid-up, irrevocable, perpetual right and license to use, share, modify, commercialize and exploit such Feedback and all related intellectual property or other rights (and to allow others to do so) for any purpose, without disclosure of Customer's Confidential Information.
- Term; Termination.** The term of the POV is defined on POV Solutions Order hereto as Exhibit A which is incorporated by reference; provided, however, either party may terminate the POV or this Agreement upon written notice and Customer's right to use the Product shall cease. If Customer fails to cease its use of the Product upon the applicable expiration or termination date, then Customer agrees to pay Armor the undiscounted price per subscribed host and/or any bursting-related charges as agreed to on the POV Solutions Order. Sections 2 through 7 inclusive survive expiration or termination of this Agreement for any reason.
- Warranty Disclaimer; Limitation of Liability.** THE ARMOR PRODUCT IS PROVIDED "AS-IS." ARMOR, ITS SUPPLIERS AND LICENSORS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR CUSTOMER'S BREACH OF SECTIONS 1, 2 OR 3, CUSTOMER AND ARMOR, ITS SUPPLIERS AND LICENSORS, ARE NOT LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR (A) LOSS, DAMAGE, CORRUPTION OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, (B) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOST REVENUES AND PROFITS, (C) ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE FEES PAID AND PAYABLE HEREUNDER, OR, IF GREATER, ONE THOUSAND DOLLARS (\$1,000), OR (D) ANY MATTER BEYOND ITS REASONABLE CONTROL.
- General.** Neither party will assign or transfer this Agreement without the other party's prior written consent, except to a successor to all or substantially all of such party's assets or business; any attempted assignment or transfer in violation of the foregoing shall be void and without effect. This Agreement is governed by and construed in accordance with the laws of the State of Texas without regard to the conflicts of law provisions, and the parties hereby submit to and hereby irrevocably waive any objection to the exclusive personal jurisdiction of, and that venue is proper in, any federal or state court in Dallas County, Texas. The prevailing party in any claim or cause of action arising from or relating to this Agreement is entitled to be awarded its costs and reasonable attorneys' fees. Each right and remedy herein is in addition to any other right or remedy, at law or in equity. The parties agree that any breach or threatened breach of Section 1, 2 or 3 may cause the other party irreparable damage for which it may have no adequate remedy at law; in which case, the non-breaching party is entitled to seek injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of proving damages or posting any bond. If any provision of this Agreement is held to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement otherwise remains in full force and effect and enforceable. The failure of a party to enforce its rights hereunder will not be construed as a waiver of such rights. Written notices are effective once delivered to or rejected by a party at its specified address. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and any and all written or oral agreements previously existing between the parties are expressly cancelled. Any modifications of this Agreement must be in writing and signed by both parties. Customer agrees and acknowledges that Armor's channel partner responsible for Customer's account and/or territory is a third-party beneficiary of this Agreement and may specifically enforce Customer's obligations hereunder solely for the benefit of Armor (including, but not limited to, the obligations specified in Sections 1, 2 and 3 hereof) as though a party hereunder.