



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 proof of value Solutions Order (“you” or “Customer”).

1. **Product; Support.** Subject to this Agreement, Armor grants Customer a personal, nonexclusive, nontransferable and nonsublicensable license to use 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 the Product. “Product” means the Armor Anywhere Services.
2. **Ownership.** Armor retains all ownership, rights, and interest to 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.
3. **Confidentiality.** The parties agree that “Confidential Information” means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, trade secrets, prototypes, samples, equipment, customer lists or other customer information not known to the public), which is designated as “Confidential”, “Proprietary” or some similar designation, or is the type of information which should be reasonably be recognized as Confidential or Proprietary. For purposes of clarity, the terms of this Agreement, any Addendum, and any Solutions Order are Confidential Information. Confidential Information shall not, however, include any information which (i) is already publicly known and generally available in the public domain at the time of disclosure by the disclosing party, (ii) becomes publicly known and generally available after disclosure by the disclosing party to the receiving party through no act or omission of the receiving party, (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as evidenced by the receiving party’s contemporaneous written records, (iv) is obtained by the receiving party from a third party without a breach of such third party’s obligations of confidentiality, or (v) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information.

All Confidential Information disclosed by either party to the other pursuant to this Agreement is and will be disclosed to it in confidence solely for its use in its performance hereunder. Each party will safeguard and keep confidential all Confidential Information of the other and will return the other’s Confidential Information upon request, except to the extent further retention of such Confidential Information is necessary for a party to perform any post-termination obligations or exercise any post-termination rights under this Agreement. Each party agrees to safeguard the other’s Confidential Information using measures that are equal to the standard of performance used by the Receiving Party to safeguard its own Confidential Information of comparable value, but in no event less than reasonable care. Each party agrees to keep such information secret and confidential indefinitely and not to disclose it to any other person or use it during the term of this Agreement or after its termination except in carrying out its obligations hereunder. Notwithstanding the foregoing, a party or its legal representatives may disclose Confidential Information in response to obligations imposed by law or order of a court or regulatory body; provided however that party or its legal representatives must promptly notify the other party (unless prohibited by such subpoena or order) of such request or requirement so that the other party may seek an appropriate protective order or other appropriate relief and/or waive compliance with provisions of this Agreement, and if, in the absence of such relief or waiver hereunder, a party, in the opinion of its counsel, is legally compelled to disclose Confidential Information, then that party may disclose so much of the Confidential Information as is, according to such opinion, required, without liability hereunder.

4. **Feedback.** If Customer provides feedback, discoveries, ideas, concepts or suggestions relevant to the Armor 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 otherwise fully exercise and exploit such Feedback and all related intellectual property or other rights (and to allow others to do so) for any purpose.
5. **Term. Termination.** The term of the POC is defined on the Solutions Order; provided, however, either party may terminate the POC or this Agreement effective on the date stated in the written notice. If Customer terminates this agreement or the POC prior to the Initial Term (as defined in the Solutions Order) then the Customer’s right of use of the Product ends. Sections 2 – 7 inclusive survive expiration or termination of this Agreement for any reason.

6. **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 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 (\$1000), OR (D) ANY MATTER BEYOND ITS REASONABLE CONTROL.

7. **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 California without regard to the conflicts of law provisions. 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 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 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.