

**ARMOR DEFENSE INC.
BETA SERVICES AGREEMENT**

If you elect to participate in any evaluation or test of any Beta Services, then the following conditions shall apply. "Beta Services" shall mean any pre-production version of services that are offered by Armor to certain customers for the sole purpose of testing and evaluating such services.

- A. You acknowledge that: (i) such Beta Services are provided "AS IS, AS AVAILABLE" with no warranty whatsoever; (ii) the Beta Services are a pre-release, pre-production version and may not work properly and that your use of the Beta Services may expose you to unusual risks of operational failures; (iii) Beta Services should not be used in a live production environment; and (iv) you must not use the Beta Services where their use could affect any systems relating to the control of hazardous environments, life support, or weapons systems.
- B. You agree to provide prompt feedback regarding your experience with the Beta Services in a form reasonably requested by us, including information necessary to enable us to duplicate errors or problems that you may experience. You agree that all information regarding your beta test, including your experience with and opinions regarding the Beta Services, will be deemed our Confidential Information, as defined above, and you agree not to disclose such testing results or experiences with any third party or use them for any purpose other than providing feedback to Armor.
- C. You agree that we may use your feedback for any purpose whatsoever, including product development purposes. At our request, you will provide us with comments that we may use publicly for press materials and marketing collateral. Any intellectual property inherent in your feedback or arising from your testing of the Beta Services will be owned exclusively by Armor.
- D. The commercially released version of the Beta Services may change substantially from the pre-release version, and programs that use or run with the pre-release version may not work with the commercial release or subsequent releases.
- E. You are not entitled to any Service Credits under any Service Level Agreement for downtime or other problems that may result from your use of the Beta Services. Subject to the foregoing limitations, the maximum aggregate liability of Armor and any of its employees, agents, affiliates, or suppliers, under any theory of law (including breach of contract, tort, strict liability, and infringement) for harm to you arising from your use of the Beta Services will be a payment of money not to exceed One Hundred Dollars (\$100.00).
- F. Armor may terminate the Beta Services at any time without notice, in its sole discretion.