ENTERPRISE LICENCE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. BY USING THE SOFTWARE OR ITS RELATED DOCUMENTATION YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT DOWNLOAD OR USE THE SOFTWARE OR DOCUMENTATION.

This Enterprise Licence Agreement (**Agreement**) is made and entered into as of the Effective Date, by and between the entity purchasing the Software, either directly or through an authorised reseller, (**you** or **your**) and Armour Communications Limited (09322680) whose registered address is 1st Floor, Millbank Tower, London, SW1P 4QP, England (**Armour Comms**).

The parties hereby agree:

1. **Definitions**

For purposes hereof, and in addition to any definitions of terms provided in other provisions of this Agreement, the following terms shall have the following meaning:

1.1. **Activation Date** means the 1st day of the calendar month following first activation of the Software by an End User or such other date as described in the Licence Description.

1.2. **Documentation** means any manuals, handbooks and other written or electronic material accompanying the Software, contained in the Software, or available at www.armourcomms.com.

1.3. **Effective Date** means the date you first download and/or install the Software or the Documentation on any machine.

1.4. **EULA** means the end user license terms governing the use of the Software and Documentation by the each End User as advised from time to time by Armour Comms.

1.5. **Intellectual Property** means patents, copyrights, database rights, trademarks, know-how, trade secrets or other intellectual and intangible property rights, including all registrations and applications, all continuations, continuations in part, divisional applications, and renewals of any of the foregoing.

1.6 **Licence Description** means the invoice and/or correspondence accompanying this Agreement describing the Software, the number of End Users and details of any trial period.

1.7 **Licence Fees** means the applicable fee(s) as set forth in Armour Comms's then current price schedule.

1.8 **End Users** means your employees and third party contractors who have a need to use the Software in the course of providing you services and for whom you have been granted a concurrent license to use the Software as set out in the Licence Description..

1.9 **Software** means that software purchased by you as described in the License Description, together with all updates, revisions, error corrections and enhancements thereof that Armour Comms provides to you.

2. **Grant of Licence**

2.1. Subject to your compliance with the terms of this

Agreement, including your payment of the applicable Licence Fees, Armour Comms grants you with a non-exclusive, non-transferable licence during the term of this Agreement for your End Users to use the Software and Documentation in the manner described in the Documentation solely for your internal business purposes.

2.2. The Software and Documentation may be accessed and used only by End Users. You shall be fully liable for all actions of your End Users and their failure to comply with any applicable provision of this Agreement or the EULA. Any action of or breach by such persons shall be deemed to constitute an action/breach by you for the purposes of this Agreement.

2.3. You may make such copies of the Software as are reasonably required for the purposes of backup and redundancy and for in-house educational and training purposes.

2.4. You shall comply with all applicable export laws and regulations of all jurisdictions with respect to the Software and obtain, at your own expense, any required permits or export clearances.

2.5. Except as stated in this Agreement, you shall ensure you and your End Users (i) make no other utilisation of the Software (including use as an application service provider), or use the Software for the benefit of any other person or entity, or permit any third party to make such utilisation, (ii) in no way distribute or transmit all or any portion of the Software or Documentation, other than in accordance with your rights under this Agreement, (iii) not sub-licence the Software or Documentation, including for the purpose of hosting and (iv) have no other rights or licences with respect to the Software or Documentation.

2.6. You will not and shall ensure your End Users do not translate, reverse engineer, decompile, create adaptations, disassemble or modify the Software in whole or in part for any purpose. To the extent you have the right under applicable mandatory laws to perform any of the foregoing activities, you shall first provide Armour Comms with prior written notice detailing the basis for such right and only if and after Armour Comms at its sole discretion, partly or completely denies your request, shall you exercise any of your statutory rights to perform such acts.

3. **Ownership of Intellectual Property**

3.1. You agree and acknowledge that:

3.1.1. Armour Comms or its partners are the owner of all right, title and interest in and to the Software, Documentation and all Intellectual Property therein and that you shall not obtain or claim any ownership interest in the Software or Documentation, or any portion thereof, or any Intellectual Property therein;

3.1.2. the Software and Documentation contain the valuable trade secrets and proprietary information of Armour Comms or its partners which have been developed at great expense over many years; and

3.1.3. any derivative works, compilations, and collective works of the Software or Documentation are the sole and exclusive property of Armour Comms or its partners.

3.2. You shall not obscure, alter or remove any patent, copyright, trademark, or service mark marking or legend contained on or in any Software or Documentation.

3.3. This Agreement does not grant either party the right to use any trademark, trade name or logo of the other party in any advertising or promotional material or otherwise, except that Armour Comms may disclose that you are a user of the Software.

4. **Delivery, Installation and Support**

4.1. Your mobile operating environment must meet at least the minimum requirements specified by Armour Comms in the Documentation for the relevant Software.

4.2. For a period of twelve months from the Effective Date, Armour Comms may provide Software and Documentation updates, at its discretion.

5. **Warranties and Exclusions**

5.1. Armour Comms hereby warrants to you that for a period of ninety (90) days from the Effective Date (**Warranty Period**), the Software shall perform substantially in accordance with its Documentation. Except as stated in this Clause 5.1, Armour Comms disclaims all warranties and conditions, either express or implied, with respect to the Software and Documentation, including all implied warranties and conditions of merchantability, non-infringement and fitness for a particular purpose, or arising from a course of dealing, usage or trade practice. Armour Comms specifically disclaims any warranty (i) regarding any underlying telecommunications network, (ii) that the functions contained in the Software will meet your requirements or will operate in combinations or in a manner selected for use by you, or (iii) that the operation of the Software will be uninterrupted or error free.

5.2. If, during the Warranty Period set forth in Clause 5.1 above, you

believe that the Software does not materially conform to the above limited warranty, you shall promptly notify Armour Comms in writing and provide Armour Comms with sufficient documentation of such nonconformity to enable Armour Comms to reproduce and verify the same. Armour Comms's sole obligation with respect to any claims of nonconformity with the above limited warranty shall be (i) to provide you with instructions for curing such nonconformity, (ii) to provide you with an updated version of such item which is free of such nonconformity, (iii) to provide you with functionally equivalent software which is free of such nonconformity and which, following delivery, will be regarded as an item of Software under this Agreement, or (iv) in the event Armour Comms is unable to accomplish any of the above after using its commercially reasonable efforts, accept a return of all such nonconforming Software and refund you the Licence Fees paid in advance, prorated for any period after the date of return. The remedies set forth in this Clause 5.2 shall constitute Armour Comms's sole obligation, and your sole remedy, for any breach of warranty by Armour Comms.

5.3. The limited warranty set forth in this Clause 5 shall not be applicable in the event that any nonconformity arises from (i) any modification to Software not made by Armour Comms, (ii) use of the Software in a manner not described in the Documentation, (iii) use of the Software or Documentation in any manner not authorised by this Agreement or in any unlawful, improper or inappropriate manner or for any unlawful, improper or inappropriate purpose, (iv) use of a version or release of Software that would not be supported by Armour Comms under a maintenance program if you subscribed to such maintenance program, or (v) as a result of your negligence or intentional misconduct or that of any End User of the Software.

6. **Payments**

6.1. The licence granted pursuant to this Agreement is contingent upon your payment of Licence Fees in accordance with the payment dates set forth in the Licence Description. You shall pay the Licence Fees in the currency shown on the Licence Description.

6.2. The Licence Fees are exclusive of all taxes and / or duties. You agree to bear and be responsible for the payment of all applicable sales, use, excise, import or export, value added or similar tax or duty arising out of this Agreement, excluding any tax based on net income. The Licence Fees shall be grossed-up for any non-refundable withholding tax imposed on such Licence Fees by any governmental entity.

6.3. If any payment or any other sum due from you under this Agreement should become past due, you may be charged a late payment charge of the lesser of (i) one and one-half (1.5) percent per month and (ii) the legal maximum as may be permitted by law on the past due balance. Armour Comms shall also be entitled to recover all costs and expenses incident to the collection of overdue amounts hereunder, including legal and administration fees from you.

7. **Duration, Termination and Suspension**

7.1. This Agreement shall continue from the Effective Date for a period of one (1) year after the Activation Date, unless earlier terminated in accordance with this Agreement.

7.2. Armour Comms may terminate this Agreement (a) if you fail to rectify a material breach of this Agreement within thirty (30) days following written notice of such breach by Armour Comms; or (b) if you make any voluntary arrangement with your creditors, become subject to an administration order, go into liquidation or if a receiver is appointed of the whole or any part of your property or assets.

7.3. Notwithstanding the foregoing, in the event that you fail to pay any amount due to Armour Comms under this Agreement or materially breach the terms and conditions of this Agreement, Armour Comms may suspend performance of some or all of its obligations under this Agreement or any other agreement with you until you pay in full or rectify such breach, as the case may be.

7.4. Armour Comms may in its sole discretion, disable the Software in respect of individual End Users and refund you the Licence Fees paid in advance in respect of such End Users prorated for

any period after the date the Software is disabled.

7.5. You may terminate this Agreement by providing Armour Comms thirty (30) days prior written notice, provided that any refund of Licence Fees paid in advance will be at the sole discretion of Armour Comms.

7.6. Terms of this Agreement that expressly or by implication apply after termination of this Agreement shall survive such termination including, Clauses 3, 6, 8, 9 through 13 and 19.

7.7. On termination of this Agreement, neither you nor any End User may retain any copies of the Software or Documentation, including but not limited to back-up copies, and you must surrender all copies to Armour Comms on demand or delete or destroy such copies and certify to Armour Comms that they have been deleted or destroyed.

8. **Indemnification and Limitation of Liability**

8.1. Subject to Clause 8.4, in no event shall either party be liable to the other for any damages resulting from loss or disclosure of data, lost profits, loss of use of equipment or lost contracts or for any special, indirect, incidental, or consequential damages in any way arising out of or in connection with the use or performance of the software or documentation or relating to this agreement, however caused, even if such party has been made aware of the possibility of such damages. This limitation does not apply to damages arising from either party's breach of Clause 9 and / or your breach of Clause 2.

8.2. Subject to Clause 8.4, Armour Comms's entire liability to you, regardless of the form of any claim or action or theory of liability (including contract, tort, or warranty), shall be limited to a sum equal to 125% of the Licence Fees received from you.

8.3. You acknowledge and agree that the level of the Licence Fees under this Agreement have been set based on the application of the limitations described in Clauses 8.1 and 8.2 above.

8.4. The limitations set forth in this Agreement shall not exclude or limit either party's liability for fraud or for death or for personal injury arising from its negligence or for any other damage to the extent the same may not be excluded or limited as a matter of law.

8.5. Armour Comms or its partners shall defend you in any suit, claim, or proceeding arising from a claim that your use of the Software in accordance with the Documentation infringes any currently existing European Union or United States Intellectual Property provided, however, that you (i) promptly notify Armour Comms in writing of such claim (ii) give Armour Comms reasonable assistance to defend such claim, and (iii) allow Armour Comms to control the defence of any such action and all negotiations for its settlement or compromise. You may be represented in the defence of any such claim, at your expense, by counsel of your selection. Armour Comms shall have no liability for settlements or costs incurred without its consent.

8.6. Armour Comms shall not have any liability to you, and you shall indemnify Armour Comms, to the extent that any claim is based upon or arises out of (i) Armour Comms's compliance with your designs or instructions, (ii) use of the Software or Documentation in conjunction with any data, equipment or software not provided by Armour Comms, where the Software or Documentation would not itself be infringing or otherwise the subject of the claim, (iii) use of the Software in a manner not described in the Documentation, (iv) any modification to the Software or Documentation not made by Armour Comms, (v) use of the Software or Documentation in any unlawful, improper or inappropriate manner or for any unlawful, improper or inappropriate purpose, (vi) use of other than the Software's or Documentation's current release, (vii) use of the Software or Documentation other than in accordance with this Agreement; (viii) any claim of infringement of any Intellectual Property rights or misappropriation of any trade secret in which you or any affiliate of yours has a pecuniary or other material interest or (ix) breach of your obligations under Clause 2.4.

8.7. In the event that an injunctive restraint is obtained against your use of the Software or Documentation or if in Armour Comms's opinion the Software or Documentation may become the subject of such an injunction, Armour Comms shall have the right to (i) procure for you the right to continue to use the Software or Documentation as provided in this Agreement, (ii) replace or

modify the Software or Documentation so that it becomes non-infringing (so long as the functionality of the Software or Documentation is essentially unchanged), or (iii) if the preceding clauses (i) and (ii) are not reasonable terminate this Agreement with respect to such infringing Software, and refund to you with the Licence Fees paid to Armour Comms in respect of such Software as depreciated on a straight line basis over a five-year period.

8.8. The indemnification remedies set forth in this Clause 8 shall constitute your exclusive remedies, and the exclusive liability of Armour Comms, with respect to the claims described in this Clause 8.

9. **Confidentiality**

9.1. For purposes of this Agreement, **Confidential Information** shall mean all information, in any form, furnished or made available directly or indirectly by a party (**Disclosing Party**) to the other party (**Receiving Party**) that (i) is marked confidential, or (ii) relates to the business, business plans, strategies, or finances of the parties and its clients, whether or not such information is labelled as confidential. Armour Comms's Confidential Information expressly includes all Software and Documentation. Confidential Information shall not include information which: (a) is or becomes publicly known through no act or omission of the Receiving Party; (b) the Receiving Party can demonstrate was in its possession prior to such disclosure (other than through an unauthorized disclosure); (c) is disclosed to the Receiving Party by a third party having legitimate possession thereof without restriction on such disclosure; or (d) is independently developed by the Receiving Party without breaching the proprietary rights of the Disclosing Party.

9.2. The Receiving Party shall, and shall cause its employees, contractors, representatives and agents to: (a) hold the Disclosing Party's Confidential Information in confidence by taking reasonable measures (and at least those measures consistent with normal industry practice) to prevent unauthorised disclosure of the Disclosing Party's Confidential Information, in any form, to any third party, other than as permitted in accordance with the Agreement, and (b) not use the Disclosing Party's Confidential Information for any purpose other than in furtherance of this Agreement and the activities described herein.

9.3. Each party shall return or destroy upon request, but no later than the termination of the Agreement, any Confidential Information of the other party, including, but not limited to any and all photocopies, tapes, or other forms of subject materials transcribed by the parties of Confidential Information.

10. **Notices**

Any notice by a party under this Agreement shall be in writing and either personally delivered, delivered by facsimile, or sent via reputable overnight courier or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the preamble (as to Armour Comms) or the Licence Description (as to you) or such other address that either party may from time to time notify the other in accordance with this Clause 10. All notices shall be in English and shall be deemed effective on the date of personal delivery, upon confirmation of a facsimile transmission, one day after deposit with an overnight courier, or five days after deposit in the mail.

11. **Entire Agreement**

This Agreement constitutes the complete understanding of the parties and no waiver or modification of any provisions is valid unless in writing and signed on behalf of the parties.

12. **Severability**

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be unenforceable, unless such construction would materially alter the meaning of this Agreement.

13. **Interpretation**

In this Agreement, unless the context otherwise requires, (a) all references to "Clauses," are references to the clauses of this Agreement, (b) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation;" (c) all words importing the singular include the plural and vice versa; and (d) any pronoun shall include the corresponding masculine, feminine and neuter forms.

14. **Assignment and Subcontracting**

Neither this Agreement nor any rights, obligations or licenses granted hereunder may be assigned or delegated by you without the prior written consent of Armour Comms. For purposes of this Clause 14, your merger, acquisition or change of control shall be deemed to require an assignment of this Agreement. This Agreement shall inure to the benefit of the parties and their permitted successors and assigns. Armour Comms may freely assign this Agreement or delegate or subcontract any or all of its rights and obligations to a third party.

15. **Waivers**

The failure of a party at any time to insist on performance of any obligation under this Agreement of the other party is not a waiver (a) of its right to insist on performance of that obligation or to claim damages unless that party acknowledges in writing that the failure is a waiver or (b) at any other time to insist on performance of that or any other obligation under this Agreement of the other party.

16. **Rights of Third Parties**

This Agreement does not create any rights or benefits enforceable by any person not a party to it (within the meaning of the Contract (Rights of Third Parties) Act 1999.

17. **Force Majeure**

Neither party shall be liable in any respect for failures to perform hereunder due wholly or substantially to the elements, acts of God, labour disputes, acts of terrorism, acts of civil or military authority, fires, floods, epidemics, quarantine restrictions, armed hostilities, riots and other unavoidable natural disasters beyond the control of the parties, and the time for performance of obligations hereunder by the party subject to such event shall be extended for the duration of such event.

18. **Governing Law**

This Agreement is governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the English courts.