

## POV AGREEMENT

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5. Equitable Relief; Miscellaneous. You acknowledge and agree that due to the unique nature of Moogsoft’ Confidential Information, there can be no adequate remedy at law for any breach of Your obligations hereunder, that any such breach may allow You or third parties to unfairly compete with Moogsoft resulting in irreparable harm to Moogsoft, and therefore, that upon any such breach or threat thereof, Moogsoft



will be entitled to injunctions and other appropriate equitable relief in addition to whatever remedies it may have at law, without any obligation to post a bond. In the event that any of the provisions of this Agreement will be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. 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. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by You, and any such attempted assignment or transfer will be void and without effect. This Agreement will be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions therein.