

Terms and Conditions for Sale and Use

WARNING: Please read these Terms and Conditions for Sale and Use (“**Terms**”) carefully. Failure to follow all of the safety and usage instructions in these Terms may result in electric shock, fire and/or serious injury. SAVE THESE TERMS.

These Terms are the terms and conditions upon which Vayyar Imaging Ltd. and its affiliates (collectively, the “**Seller**”) makes all sales of the Seller’s 3D Sensor Evaluation Online Kit (“**Hardware**”), its related software (“**Software**”) and any and all ancillary products (collectively, the “**Product**”) and constitute an agreement between the Seller and the individual or entity purchasing the Product (the “**Buyer**”, or “**you**”). Acceptance of all purchase orders is expressly made conditional upon these Terms, without modification or addition. The Seller expressly disclaims any other terms and conditions of sale. Notwithstanding anything herein to the contrary, any download, acceptance or use by the Buyer of any Product and/or Software shall constitute an irrevocable acceptance of these Terms. The Seller hereby reserves the right to modify these Terms at any time. If the Buyer disagrees to be bound by these Terms the Buyer will cease any use of the Product.

1. EVALUATION PURPOSES

The Product and any evaluation materials thereof are provided to you by the Seller for evaluation purposes only (the “**Purpose**”). At the end of such evaluation the Buyer and the Seller may discuss the possibility of entering into an engagement. Notwithstanding the aforesaid, nothing herein shall be deemed to obligate either party to enter into any such engagement.

2. ONLINE ORDERING

By placing an order, you undertake that you are eligible and allowed to purchase the Product, pay for it, if applicable, and comply with all obligations, representations, warranties and undertakings set out in these Terms. All orders are subject to acceptance by the Seller, and any rejection of an order shall be made in the Seller’s sole discretion, regardless of whether the order was confirmed through the online system. It is your responsibility to provide accurate billing, contact and shipping information when placing your order (and to cooperate with the Seller in any post-order requests for additional information) in order for the Seller to process and ship your order, and the Seller will have no obligation to make efforts to determine the correct billing, contact or shipping information. All orders are subject to a confirmation email and not just an order acknowledgement. Upon confirmation of an order made by you (“**Confirmed Order(s)**”), the Seller agrees to provide you the Products as described in such Confirmed Order. Shipment of the Products shall be made only against Confirmed Orders. Within 5 working days of the confirmation email sent to you, the Seller will provide you with an expected shipping date and/or tracking number from the delivery company, and an estimated delivery time. The delivery time is only an estimation; the Seller is not responsible for delays occurring for any reason. The Seller shall make its best efforts to provide the Product as specified in the

order, unless the Seller contacts you to the contrary following the Seller’s confirmation of your order.

No online order shall bind the Seller until the acceptance of the payment. Following acceptance, this purchase order may be cancelled or rescheduled by the Seller for reasonable reasons at any stage before receiving shipment notification. If the terms and conditions of the Buyer purchase order conflict, in whole or in part, with the provisions of these Terms, such terms and conditions set forth in the Buyer purchase orders shall be of no force or effect whatsoever.

3. PRICE AND PAYMENT

Prices for the Product are set forth in the Seller’s website, https://store.walabot.com/b2b_il_row/ and https://store.walabot.com/b2b_il/.

All fees or other sums payable under these Terms, including its exhibits (“**Fees**”) are exclusive of any applicable taxes, including but not limited to, all sales, use, consumption, excise, withholding, import or export, value added or similar tax (“**Taxes**”). The Taxes will be payable by Buyer, in addition to the Fees, in the manner and at a rate prescribed by law from time to time, subject to the issuance of a valid invoice by Seller to Buyer. Unless specified otherwise in the order, the prices therein are exclusive of shipment costs, customs, duties, local taxes and other shipping expenses and charges, and all the foregoing shall be solely borne by Buyer. Unless otherwise specified by the Seller in writing, payment terms are in United States Dollars, upon the purchase of the Product. Even after the Seller’s acceptance of an order, shipments or deliveries will, at all times, be subject to the Seller’s approval and the Seller may at any time decline to make any shipments or deliveries until receipt of payment or upon additional terms and conditions or security are satisfactory to the Seller.

4. TITLE AND DELIVERY

Title and the risk of loss or damage to the Product shall pass to the Buyer upon delivery of Product to a common carrier at the Seller’s shipment facility, carrier acting as the Buyer agent. The Seller may choose the method of shipment in its sole discretion. If the Buyer delays shipment, any Products held for the Buyer during any such delay shall be at the Buyer’s risk and expense. The Seller shall make commercially reasonable efforts to meet the date(s) quoted or acknowledged; however, the Buyer understands that delivery is dependent on third parties which are outside the Seller’s control and thus, in no event will the Seller be liable for any delays. In the event of any such delay, the date of delivery shall automatically be extended for a period equal to the time lost by reason of the delay. In the event that the Seller for any reason, has insufficient supplies of Product to meet future demand or accepted offers, the Seller shall contact the Buyer within a reasonable time and offer the Buyer to either: (i) cancel the order in which case the Seller shall refund the Buyer all amounts paid; or (ii) wait until the Seller has the Product in stock in which case the Buyer shall deliver the Product to the Buyer once in stock (and hold the Buyer’s payment).

5. RESTRICTIONS

Except as explicitly provided in these Terms or expressly permitted by applicable law, the Seller does not permit or authorize distributors, end users or any other third party to: (a) disassemble or reverse engineer the Product, including the Software; (b) copy, modify, enhance or otherwise create derivative works of the Product; (c) tamper with any security features of the Product; or (d) remove any notices (including copyright or patent notices) from the Product. The Buyer represents and warrants that no Product will be used, made available for use, or diverted to use in any activities relating to the construction, design, development, fabrication, maintenance, operation, stockpiling, testing or use of: (i) nuclear weapons or nuclear explosive devices, or facilities or components of facilities for chemical processing of irradiated special nuclear or source material, heavy water production, separation of isotopes of source and special nuclear material, or fabrication of nuclear reactor fuel containing plutonium, or safeguarded or unsafeguarded nuclear facilities; (ii) maritime nuclear propulsion projects including any machinery, devices, components or equipment specifically developed or designed for use in such plants or facilities; (iii) chemical or biological weapons, or their precursors, or any other weapons of mass destruction; (iv) rocket systems or ballistic missile systems or any other weapon whatsoever; or (v) any other activities or uses which do not comply with applicable laws. The Buyer further represents and warrants that the Product will be used, made available for use, or diverted only to territories which are covered by the regulatory approval of the country of shipment. The Buyer represents and warrants that the Product or the underlying intellectual property rights will not be made available: (1) to persons or entities that commit, threaten to commit or support terrorism; or (2) to the following countries: North Korea, Iran, Syria, Lebanon, Cuba, Iraq, Libya and the Palestinian Authority without the prior written consent of the Seller.

6. PRODUCT INSPECTION AND PRODUCT RETURN

The Buyer will inspect the Product at its destination promptly upon arrival. The Buyer has up to 14 days following arrival to inspect the Product, subject to applicable law, and request a return. The Seller will inspect the returned Product and issue a full refund if the Product is in "like new" condition (i.e., with all original packaging and components, such as user manual, and cables). Products that are deemed defective due to Buyer actions will not be refunded.

7. SELLER OBLIGATIONS AND DISCLAIMERS

During the evaluation term, 3 months unless otherwise agreed in write between Buyer and the Seller, and subject to the payment of the additional Support Fees, Seller will provide Buyer with reasonable support for the Products. Furthermore, the Buyer hereby acknowledges that the Seller's website may display various functionalities, potential applications and performance options of the Product ("Use Concepts"). These represent applications that the Seller is actively working to develop, however, currently such Use Concepts are provided for demonstration purposes and are intended as examples of concepts rather than specific finished applications. The Seller

does not warrant that the Product will actually support all Use Concepts immediately upon release. The Seller will aim to assist developers, with documentation and tools but is not required to provide support to any Product or a Buyer's product which contains the Product based upon such Use Concepts. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PRODUCT IS PROVIDED "AS IS", AND NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE MADE WITH RESPECT TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE SELLER DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. IN NO EVENT THE SELLER WILL BE LIABLE FOR WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. In addition, upon any transfer of the Product to any third party, Seller's obligations under this Section shall expire.

8. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE SELLER OR ANY OF ITS SUPPLIERS, LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES BE LIABLE TO THE BUYER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR SIMILAR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT OR ACCOMPANYING WRITTEN MATERIALS, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF THE SELLER OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. TO THE EXTENT PERMITTED BY LAW, THE SELLER'S LIABILITY TO THE BUYER FOR DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE BASIS OF THE FORM OF THE ACTION, WILL BE LIMITED TO THE AMOUNT PAID TO THE SELLER FOR THE APPLICABLE PURCHASE ORDER THAT GAVE RISE TO THE CLAIM OR ACTION, AND IF NO SUCH SINGLE PURCHASE ORDER IS SO APPLICABLE, THEN THE SELLER'S LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY THE BUYER TO THE SELLER HEREUNDER FOR THE APPLICABLE PRODUCT (EXCLUDING ANY TRANSPORTATION, INSURANCE, TAXES, DUTIES AND OTHER CHARGES). Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the warranties and limitations above may not apply to the Buyer.

9. **INTELLECTUAL PROPERTY AND LICENSE**

You acknowledge that the Seller is and shall remain the sole and exclusive owner of all the intellectual property rights related to or embedded in the Product, including all inventions, works of authorship, derivative works, developments or improvements thereof. The Product (including the Software and the Hardware) is protected by copyright and other intellectual property laws. You will acquire only the right to evaluate the Product as provided herein and does not acquire any other rights, express or implied, in the Product.

Furthermore, the Buyer may provide suggestions, comments or other feedback to the Seller regarding the Product, its technology and business, including but not limited to, new features, functionality, techniques or business methods whether by mail, through any blog or survey system managed by the Seller or in any other manner (“**Feedback**”). The Seller highly values and appreciates Feedback and will use it, among other things, to improve the Product and foster collaborative group projects within the community. As a result all comments and suggestions are granted to the Seller and any of its representatives a perpetual, worldwide, no-charge, royalty-free, irrevocable, non-exclusive license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute the Buyer’s Feedback and such derivative works. The Buyer further hereby grants to the Seller and to representatives a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Buyer’s Feedback, where such license applies to the Buyer’s patent claims (including any patent claims of the Buyer’s affiliates) that are related to the Buyer’s Feedback or that are necessarily infringed by the Buyer’s Feedback. Without derogating from the above, the Buyer hereby waives any right to the Feedback, including but not limited to, any right for royalties or any other consideration. The Buyer represents that the Buyer is legally entitled to grant the above licenses. If the Buyer’s employer(s) has rights to intellectual property that the Buyer creates that includes the Buyer’s Feedback, the Buyer represents that the Buyer has received permission to provide Feedback on behalf of that employer, that the Buyer’s employer has waived such rights for the Buyer’s Feedback to the Seller, or that the Buyer’s employer has executed these Terms.

10. **TRANSFER TO THIRD PARTY**

By transferring the Product to any third party, the entire terms and conditions of these Terms shall survive and shall apply with respect to such third party, except as set forth in Section 7 above.

11. **CONSUMER LAWS**

Despite any other section of these Terms, if any legislation affects your rights under these Terms (a “**Consumer Law**”), then to the extent that any term or section contained in these Terms: (i) becomes void or unenforceable for any reason; or (ii) would be unfair under the applicable Consumer Law if applied

or relied upon in a particular way; that term or section shall be severed such that all remaining terms and sections of these Terms shall continue to be in full force and effect and be unaffected by the severance of any other term or provision. No section of these Terms excludes or modifies any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by any Consumer Law which cannot lawfully be excluded, limited or modified.

12. **GENERAL**

These Terms, together with EULA, Privacy Policy and User Acknowledgement, which are all available at in Seller’s website, shall constitute the final, complete and exclusive agreement of the parties with respect to all sales of Product by the Seller to the Buyer and shall supersede all prior offers, negotiations, understandings and agreements. No additional or different terms or conditions, whether material or immaterial, shall become a part of any agreement, including these Terms, unless expressly accepted in writing by an authorized officer of the Seller. These Terms are not assignable by the Buyer. These Terms are binding on the parties and their respective successors and permitted assigns. Any waiver by the Seller of one or more of these terms and conditions or any defaults hereunder shall not constitute a waiver of the remaining terms and conditions or of any future defaults hereunder. No failure or delay on the part of the Seller in exercising or enforcing any right hereunder shall operate as a waiver thereof or preclude any other exercise or enforcement of rights hereunder. Any provision of these Terms that is prohibited or unenforceable under applicable law shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of these terms and conditions. These Terms and all performance and disputes arising out of or related to goods in question, shall be governed by the laws of the State New York without giving effect to any choice-of-law rules, without reference to conflict of laws principles. The parties hereby irrevocably agree to submit any claim arising out of or related to these terms and conditions to the competent courts of New York City, NY.

13. **ADDITIONAL LICENSE DOCUMENTS:**

EULA:

<https://walabot.com/docs/legal/3DEVK-EULA-Nov2018?type=pdf>

User Acknowledgment:

<https://walabot.com/docs/legal/3DEVK-UseAck-Nov2018?type=pdf>

Privacy Policy:

<https://walabot.com/docs/walabot-privacy-policy-website?type=pdf>

Last updated: November, 2018