

Walabot Mobile Application End User License Agreement

PLEASE READ THE FOLLOWING CAREFULLY BEFORE INSTALLING AND/OR USING THE APP.

By clicking the "agree", "accept" or "ok" button, or installing and/or using the Walabot mobile software application (the "App") you expressly acknowledge and agree that you are entering into a legal agreement with Vayyar Imaging Ltd. ("Vayyar", "we", "us" or "our"), and have understood and agree to comply with, and be legally bound by, the terms and conditions of this End User License Agreement ("**Agreement**"). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this Agreement you are not permitted to download, install or use the App.

1. **Background.** The App is intended to operate with Vayyar's 3D imaging sensor board known as Walabot sensor, its related software and all ancillary products (collectively, the "**Sensor**").
2. **WARNING!** You acknowledge that you are aware that this App and the Sensor should not be relied on exclusively to locate items below a scanned surface. The Sensor may not detect live wires, pipes or similar objects and substances, such as, but not limited to, wires in metal conduit or behind metalized or conductive surfaces and/or pipes. You must use other information sources to help locate items before penetrating a scanned surface. Such additional sources include construction plans, visible points of entry of pipes and wiring into walls. Before penetrating a surface (such as with a drill, router, saw or nail), always shut off the electrical power, gas and water supplies. Cutting or drilling into these items when operational can result in personal injury. You covenant to bring the warning under this section to the attention of any third party that uses the App or the Sensor.
3. **Ability to Accept.** By installing the App you affirm that you are over thirteen (13) years of age. If you are between the age of thirteen (13) and eighteen (18) years, then prior to installing the App, you must first review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand its terms and conditions and agree to them.
4. **App License.** Subject to the terms and conditions of this Agreement, we hereby grant you a personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable license ("**License**") to: (i) download, install and use the App on a mobile telephone, tablet or device (each a "**Device**") that you own or control; and (ii) access and use the App on that Device in accordance with this Agreement and any applicable Usage Rules (defined below).
5. **License Restrictions.** You agree not to, and shall not permit any third party to: (i) sublicense, redistribute, sell, lease, lend or rent the App; (ii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of, the App; (iii) copy, modify, improve, or create derivative works of the App or any part thereof; (iv) circumvent, disable or otherwise interfere with security-related features of the App or features that prevent or restrict use or copying of any content or that enforce limitations on use of the App; (v) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the App; (vi) use any communications systems provided by the App to send unauthorized and/or unsolicited commercial communications; (vii) use the either Walabot or Vayyar names, logo, copyright or trademarks without our prior written consent; and/or (viii) use the App to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible, or inappropriate purpose, or in any manner that breaches this Agreement.
6. **Account.** You may decide to create an account ("**Account**"). We may offer different options to create an Account, including:
 - (a) Online Registration Form: You may choose to complete and submit an online registration form. You will be asked to provide us with certain mandatory information such as your name and email address, and also a password that you will use for your Account. You may choose to provide optional information such as your age and gender and physical address.
 - (b) Third Party Accounts: You may choose to create an Account by clicking on a 'connect' or 'sign-in' button that we may display on the App for a designated third party website or service (each a "**Third Party Account**"), such as Facebook, GOOGLE+ or Twitter. Doing so will enable you to link your Service Account and your Third Party

Account. If you choose this option, then you will be required to approve the connection as well as the type of information (which may include Personal Information) that we will obtain from your Third Party Account and the types of activities that we may perform in connection with your Third Party Account. Please note that in order to use this option, you will need to have, and may need to be signed-in to, an existing Third Party Account.

7. **App Usage Rules.** If you are downloading the App from a third party mobile device platform or service provider ("**Distributor**"), please be aware that the Distributor may have established usage rules which also govern your use of the App ("**Usage Rules**"). We specifically refer to the Usage Rules of certain Distributors below in the section below entitled '*Distributor Requirements and Usage Rules*', but other Usage Rules may be applicable depending on where the App has been downloaded from. You acknowledge that, prior to downloading the App from a Distributor, you have had the opportunity to review and understand, and will comply with its Usage Rules. The Usage Rules that are applicable to your use of the App are incorporated into this Agreement by this reference. You represent that you are not prohibited by any applicable Usage Rules and/or applicable regulations and law from using the App; if you are unable to make such a representation you are prohibited from installing and/or using the App.
8. **Location Data.** Certain features or functionality ("**Features**") of the App may collect or be dependent on data related to your geographic location ("**Location Data**"). If you wish to use these Features, you agree to provide or to make your Location Data accessible to us. To the extent that we do collect Location Data, we shall use it in accordance with our Privacy Policy (defined below). If you do not provide or make such Location Data accessible then the Features may be limited or not operate.
9. **Use of the App in a Vehicle.** If you are using the App in a vehicle, you shall comply with all applicable traffic laws and with caution.
10. **Intellectual Property Rights.**
 - 10.1. **Ownership.** The App is licensed and not sold to you under this Agreement and you acknowledge that Vayyar and its licensors retain all title, ownership rights and Intellectual Property Rights (defined below) in and to the App (and its related software). We reserve all rights not expressly granted herein to the App. "**Intellectual Property Rights**" means any and all rights in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.
 - 10.2. **Content.** The content on the App, including without limitation, the text, information, documents, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (the "**Materials**"), and the trademarks, service marks and logos contained therein ("**Marks**", and together with the Materials, the "**Content**"), is the property of Vayyar and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. "Vayyar" and the Vayyar logo, "Walabot" and the Walabot logo are Marks of Vayyar and its affiliates. All other Marks used on the App are the trademarks, service marks, or logos of their respective owners.
 - 10.3. **Use of Content.** The Content on the App is provided to you "as is" and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the content you must retain all copyright and other proprietary notices contained therein.
 - 10.4. **Feedback.** You may provide suggestions, comments or other feedback to us regarding the App or the Sensor, 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 Us, or in any other manner ("**Feedback**"). We highly value and appreciate Feedback and may use it, among other things, to improve the App and/or the Sensor and foster collaborative group projects within the community. As a result all comments and suggestions are granted to Vayyar 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 your Feedback and such derivative works. You further hereby grant to Vayyar 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 Feedback, where such license applies to the patent claims (including any patent claims of the affiliates) that are related to the Feedback or that are necessarily infringed by your Feedback. Without derogating from the above, you hereby waive any right to the Feedback, including but not limited to, any right for royalties or any other consideration. You represents that you are legally entitled to grant the above licenses. If your employer(s) has rights to intellectual property that you create that includes your Feedback, you represent that you have received permission to make Feedback on behalf of that employer, that Your employer has waived such rights for the Feedback to us, or that your employer has accepted a separate Agreement.

11. Payments.

11.1. The License granted hereunder is currently for free, however, we may in the future charge a fee for certain features and/or uses. You will not be charged for any such uses of the App unless you first agree to such charges, but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the App.

11.2. Please be aware that your use of the App may require and utilize internet connection or data access. To the extent that the third party service provider or carrier, charges for your internet or data usage are applicable, you agree to be solely responsible for those charges. Please be aware that your use of the App may drain your battery faster than usual.

12. Information Description. We attempt to be as accurate as possible. However, we cannot and do not warrant that the content available on the App is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the content, or any part thereof without the requirement of giving you any notice prior to or after making such changes to the content.

13. Privacy. We will use any personal information that we may collect or obtain in connection with the App in accordance with our privacy policy which is available at <https://walabot.com/docs/legal/walabot-privacy-policy-android?type=pdf> ("Privacy Policy"), and you agree that we may do so. Notwithstanding, you are aware that you are not legally obligated to provide us personal information, and you hereby confirm that providing us personal information is of your own free will. Please also be aware that certain personal information and other information provided by you in connection with your use of the App may be stored on your Device (even if we do not collect that information). You are solely responsible for maintaining the security of your Device from unauthorized access.

14. Warranty Disclaimers.

14.1. THE APP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

14.2. WE DO NOT WARRANT THAT THE APP WILL OPERATE ERROR-FREE, THAT THE APP IS FREE OF VIRUSES OR OTHER HARMFUL CODE OR THAT WE WILL CORRECT ANY ERRORS IN THE APP. YOU AGREE THAT WE WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET (SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

14.3. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

15. Limitation of Liability.

15.1. UNDER NO CIRCUMSTANCES SHALL VAYYAR BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA, REVENUE, BUSINESS OR REPUTATION, THAT ARISES UNDER OR IN CONNECTION WITH

THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE APP AND THE SENSOR EVEN IF VAYYAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 15.2. IN ANY EVENT, VAYYAR'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE APP, SHALL NOT IN ANY CIRCUMSTANCE EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY YOU TO VAYYAR FOR USING THE APP WITHIN THE THREE (3) MONTHS PRECEDING THE DATE OF BRINGING A CLAIM.
16. **Indemnity.** You agree to defend, indemnify and hold harmless Vayyar and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the App; (ii) your violation of this Agreement; and (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. Without derogating from or excusing your obligations under this section, we reserve the right (at your own expense), but are not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it. You agree not to settle any matter subject to an indemnification by you without first obtaining our express approval.
17. **Export Laws.** You agree to comply with applicable export control laws and regulations and that You will not export, re-export or transfer the App or the Sensor or part thereof, or any related technology, to any prohibited country, end-user or end-use except as in compliance with applicable laws and regulations.
18. **Updates and Upgrades.** We may from time to time provide updates or upgrades to the App (each a "**Revision**"), but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies, which may include automatic updating or upgrading without any additional notice to you. You consent to any such automatic updating or upgrading of the App. All references herein to the App shall include Revisions. This Agreement shall govern any Revisions that replace or supplement the original App, unless the Revision is accompanied by a separate license agreement which will govern the Revision.
19. **High Risk Activities.** The App and the Sensor are not fault tolerant and are not designed, manufactured, or intended for use or resale as on-line control equipment in hazardous or high risk environments and activities requiring fail-safe performance (such as in the operation of aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems) in which the failure of the App or the Sensor could lead directly to death, personal injury, or severe physical or environmental damage, and you hereby agree not to use or allow the use of the App or the Sensor or any portion thereof for, or in connection with, any such environment or activity.
20. **Third Party Open Source Software.** Portions of the App may include third party open source software that are subject to third party terms and conditions ("Third Party Terms"). A list of any third party open source software and related Third Party Terms is available at <https://walabot.com/docs/legal/walabot-open-source-compliance-document-android-may2016?type=pdf>. If there is a conflict between any Third Party Terms and the terms of this Agreement, then the Third Party Terms shall prevail but solely in connection with the related third party open source software.
21. **Term and Termination.**
 - 21.1. This Agreement is effective until terminated by us or you. We reserve the right, at any time, to: (i) discontinue or modify any aspect of the App; and/or (ii) terminate this Agreement and your use of the App with or without cause, and shall not be liable to you or any third party for any of the foregoing. If you object to any term or condition of this Agreement or any subsequent modifications thereto, or become dissatisfied with the App in any way, your only recourse is to immediately discontinue use of the App.
 - 21.2. Upon termination of this Agreement, you shall cease all use of the App. This Section 21.2 and Sections, 10 (*Intellectual Property Rights*), 13 (*Privacy*), 14 (*Warranty Disclaimers*), 15 (*Limitation of Liability*), 16 (*Indemnity*), 19 (*Third Party Open Source Software*) and 22 (*Assignment*) to 25 (*General*) shall survive termination of this Agreement.

22. **Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Vayyar without restriction or notification.
23. **Modification.** We reserve the right to modify this Agreement at any time by sending you an in-App notification and/or publishing the revised Agreement on the App. Such change will be effective ten (10) days following the foregoing notification thereof, and your continued use of the App thereafter means that you accept those changes.
24. **Governing Law and Disputes.** This Agreement shall be governed by and construed in accordance with the laws of the State of Israel without regard to its conflict of laws rules. You agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Yaffo, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction.
25. **General.** This Agreement, and any other legal notices published by us in connection with the App, shall constitute the entire agreement between you and Vayyar concerning the App. In the event of a conflict between this Agreement and any such legal notices, the terms of the applicable notice shall prevail with respect to the subject matter of such notice. No amendment to this Agreement will be binding unless in writing and signed by Vayyar. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE APP MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Last updated: May 6, 2016