

Terms and Conditions for Sale and Use

These Terms and Conditions for Sale and Use (“**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 imaging sensor board known as Walabot sensor (“**Hardware**”), its related software (“**Software**”) and any and all ancillary products (collectively, the “**Product**”) and constitute an agreement between the Seller and the entity purchasing the Product (the “**Buyer**”). 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 please cease any use of the Product.

1. ORDERING

The Buyer shall order the Product by issuing an irrevocable purchase order in a form acceptable to the Seller which may be accepted or rejected by the Seller, subject to availability or other reasonable reasons. The Seller will use reasonable commercial efforts to approve or reject purchase orders within 10 business days and in case of no response it shall be deemed as rejection. The Seller shall have no liability to the Buyer as a result of such refusal of any such orders submitted. No order shall bind the Seller until accepted by its authorized representative. Following acceptance, this purchase order may be cancelled or rescheduled by the Seller for reasonable reason at any stage before receiving shipment notification. Each purchase order shall include a description of the ordered Product, quantity (which shall not exceed 10 Product units per buyer), total cost in accordance with The Seller’s applicable quotation, shipping location and method of payment. 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. In the event that the Buyer is interested in ordering more than 10 Product units, the Buyer may contact the Seller at support@walabot.com.

2. PRICE AND PAYMENT

Prices for the Product are set forth in the Seller’s website, at www.walabot.com. All prices are exclusive of shipping, insurance, duties and other charges related thereto. Such charges when applicable will appear as separate additional items on the quotation and invoice. Unless otherwise specified by the Seller in writing, payment terms are in United States Dollars, upon the purchase of the Product. The Seller, at its discretion, may require reasonable advance assurances of payment through irrevocable bank letters of credit or otherwise. 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. The buyer shall not have the right to any set-off with respect to any due payment. The Seller

reserves the right to declare all sums immediately due and payable hereunder for any breach of these

Terms including, without limitation, failure to comply with credit terms.

3. TAXES

All amounts paid hereunder are net and exclusive of any taxes, including value added tax, sales tax or withholding tax, all of which shall be the responsibility of the Buyer.

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 discretion. If the Buyer delays shipment, payments shall become due on the date when the Seller is prepared to make shipment; Product 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 reserves the right in its sole discretion to make partial deliveries of Product and invoice them separately, which shall not relieve the buyer of the Buyer obligation to accept other parts of its order.

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) in 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 and subject to the terms and conditions of the applicable law. If a Product is believed to be defective, the Buyer will return, at the Buyer's cost, the allegedly defective Product to the Seller accompanied by a full description of such alleged defect. If the Seller determines that any returned Product is not defective, the Seller will return the Product to the Buyer at the Buyer's expense, freight collect, along with a written statement setting forth the Seller's conclusion that the returned Product was not defective, and the Buyer agrees to pay the Seller's reasonable cost of handling and testing. Upon determining that a returned Product is defective, and subject to the terms and conditions of the applicable law, the Seller, at its option may: (i) repair or replace the Product and ship the repaired or replaced Product to the Buyer, reimburse the shipping cost of returning the Product at the Seller's expense; or (ii) refund the purchase price and return shipping cost (if already paid). Any replacement Product will be warranted under these Terms for the remainder of the original warranty period.

7. LIMITED WARRANTY

The Seller warrants, for 6 months or as required by law or regulation, from date of initial shipment to the buyer with respect to the Hardware, that it will be free from material defects in materials, workmanship and design (the "**Hardware Warranty**"). The Seller warrants, for 1 month or as required by law or regulation, from date of initial shipment to the buyer with respect to the Software, that it will comply with the Product's applicable specifications and documentation (the "**Software Warranty**" and together with the Hardware Warranty, the "**Product Warranty**"). The Product Warranty shall not apply to, normal wear and aging (i.e. scratches on plastic etc.), or any Software or Hardware which the Seller determines has, by the Buyer or otherwise, been subject to operating or environmental conditions not in accordance with the applicable specifications, or have otherwise been subject of mishandling, misuse, neglect, improper testing, repair, alteration or damage. 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 the 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 AND FITNESS FOR A PARTICULAR PURPOSE. IN THE CASE OF HARDWARE WARRANTY CLAIM, THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE FOREGOING LIMITED HARDWARE WARRANTY WILL BE, AT THE SELLER'S OPTION, SENDING REPLACEMENTS OF THE PRODUCT OR REFUND THE AMOUNT PAID. IN THE CASE OF SOFTWARE WARRANTY CLAIM, THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE FOREGOING LIMITED SOFTWARE WARRANTY WILL BE, AT THE SELLER'S OPTION, A FIX, PATCH OR WORKAROUND TO THE SOFTWARE, WHICH MAY BE INCLUDED IN A FUTURE SOFTWARE RELEASE, AT NO ADDITIONAL CHARGE OR REFUND THE AMOUNT PAID. THE SELLER DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. It is hereby clarified that the Seller does not provide any warranties of any kind to any or the Buyer's customers or with respect to the Buyer's products.

8. INDEMNITY

If any Product is in the opinion of the Seller likely to, or does, become the subject of a claim for patent infringement, the Seller may, at its sole option, procure for the Buyer the right to continue using the Product or modify it to become non-infringing. If the Seller is not reasonably able to modify or otherwise secure the buyer the right to continue using the Product, the buyer shall remove the Product, return it to the Seller and cease any use thereof and the Seller upon the acceptance of the Product shall refund the buyer the amounts actually paid. The Seller shall not be liable to refund the buyer the amount paid with respect to any infringement or claim based upon: (i) the combination or incorporation of the Product with other products not supplied by the Seller, to the extent that the infringement results from such combination or incorporation of the Product; (ii) the modification by the Buyer of the Product not contemplated by these Terms or authorized by the Seller; (iii) the Buyer's negligence or willful misconduct; (iv) any use by the buyer of a Product in violation of these Terms; or (v) the Buyer's use of a Product in connection with any product where there may be reasonable risk to human life or bodily injury. In all the cases (i) through (v) above, and for claims by third parties against the Seller related to use of the Product, or the violation of law or regulation in the marketing, sale or promotion of any the Buyer's products, the Buyer shall hold the Seller harmless and indemnify the Seller from any damage, loss, liability and/or expenses (including reasonable attorneys' fees).

9. LIMITATION OF REMEDIES AND DAMAGES

THE BUYER'S SOLE REMEDY AND THE SELLER'S ENTIRE LIABILITY ARE AS SET FORTH ABOVE. 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, INCLUDING AS RESULT OF BUYER'S USE OF IN-WALL IMAGING APPLICATIONS (AS DEFINED BELOW) OR OTHER APPLICATIONS, 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.

10. INTELLECTUAL PROPERTY AND LICENSE

As between the parties, all right, title and interest to any intellectual property rights embodied in the Product (including the Software) and all inventions, works of authorship, derivative works, developments or improvements thereof (all of the foregoing, "**The Seller IP**") shall remain with the Seller. Subject to the terms and conditions of these Terms, the Seller grants the Buyer a limited, non exclusive, non transferable license, without the right to sublicense, to: (a) integrate, without modification, the Product and related documentation within the Buyer's product/s; (b) except as permitted under the Software's End User License, to distribute the Product and related documentation only as part of the Buyer's products and related documentation; and (c) internally use the Product and related documentation solely to support the Buyer's rights and obligations under these Terms without express written approval from the Seller. For the avoidance of doubt, the Buyer shall not distribute or re-sell the Product 'as is'.

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 make 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 a separate Terms.

11. HIGH RISK ACTIVITIES AND IN-WALL IMAGING APPLICATIONS

The Buyer hereby acknowledges that the Product is not fault tolerant and is 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 Product could lead directly to death, personal injury, or severe physical or environmental damage, and the Buyer hereby agrees not to use or allow the use of the Product or any portion thereof for, or in connection with, any such environment or activity.

As a condition for making use of the Product for in-wall imaging applications ("**In-Wall Imaging Applications**"), the Buyer hereby acknowledges and confirms that it is aware of the option that it may not detect live wires, pipes or similar objects and substances by the Product, such as, but not limited to, wires in metal conduit or behind metalized or conductive surface and/or pipes.

12. EXPORT COMPLIANCE

The Buyer shall not transfer, export or re-export any Product or part thereof, or any related technology except in full compliance with export controls administered by the U.S., EU, and Israel, and any other applicable import and use restrictions. The Buyer shall be solely responsible for determining compliance and obtaining all required approvals to facilitate the export of any Products, including outside of the U.S. and Israel.

13. 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.

14. GENERAL

These Terms 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 unless expressly accepted in writing by an authorized officer of the Seller. These Terms are not assignable by the Seller. 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 of Israel, 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 Tel-Aviv.

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