VAYYAR 3D-SENSOR EVALUATION KIT - USER ACKNOWLEDGEMENT

IMPORTANT - PLEASE READ CAREFULLY THE TERMS OF THIS USER ACKNOWLEDGEMENT ("ACKNOWLEDGEMENT") BEFORE ANY USE OF VAYYAR IMAGING LTD. ("VAYYAR") 3D IMAGING SYSTEM EVALUATION KIT ("3D-SENSOR EVALUATION KIT"). YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, OR THE COMPANY YOU REPRESENT ("YOU") ARE ENTERING INTO A LEGAL AGREEMENT WITH VAYYAR, AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THE TERMS AND CONDITIONS OF THIS ACKNOWLEDGEMENT.

- 1. <u>Evaluation Kit.</u> You hereby acknowledge that you are aware that the model of the 3D-Sensor Evaluation Kit purchased by you, at the time of purchase, is NOT certified as complying with the local regulations and radio laws of your country (the "Radio Laws") and should be considered as an "Evaluation Kit".
- 2. Regulatory Compliance. You agree to use reasonable care in your use of the 3D-Sensor Evaluation Kit and to comply with all laws and regulations applicable to the possession or use of the 3D-Sensor Evaluation Kit. If you use the 3D-Sensor Evaluation Kit in your country, you are required to obey the orders under the Radio Laws that possibly relate to, among others, operation indoors, operation in a shielded room, discontinuation of operation in event of radio interference and obtainment of permissions. Please note that if you could not follow the instructions of the Radio Laws, you may be subject to penalties as provided by the Radio Laws of your country.
- 3. <u>Use of the 3D-Sensor Evaluation Kit.</u> The 3D-Sensor Evaluation Kit is intended solely for use for ENGINEERING, DEVELOPMENT, EDUCATIONAL or EVALUATION PURPOSES, in laboratory/development environments, by technically qualified experts who are familiar with handling and operation of electronic and radio components, systems and subsystems. The 3D-Sensor Evaluation Kit is not considered by Vayyar to be a finished end-product fit for general consumer use and it should not be used as all or part of a finished end product or consumer product.
- 4. <u>Limitations</u>. The 3D-Sensor Evaluation Kit is intended for use only within legally allocated frequency and power limits. Any use of the 3D-Sensor Evaluation Kit and its application(s) must comply with Radio Laws governing radio spectrum allocation and power limits. It is your sole responsibility to only operate the 3D-Sensor Evaluation Kit's radio in legally acceptable frequency space and within legally mandated power limitations. You are cautioned that changes or modifications not expressly approved by the applicable authority that responsible for compliance with the Radio Laws could void Your authority to operate the 3D-Sensor Evaluation Kit. Any exceptions to the aforementioned are strictly prohibited and unauthorized by Vayyar unless you have obtained appropriate experimental/development licenses from local regulatory authorities, which is your responsibility including its acceptable authorization.
- 5. <u>Indemnification</u>. You agree to defend, indemnify and hold Vayyar, its licensors and their representatives harmless from and against any and all claims, damages, losses, expenses, costs and liabilities (collectively, "<u>Claims</u>") arising out of or in connection with any use of the 3D-Sensor Evaluation Kit that is not in accordance with this Acknowledgement. This obligation shall apply whether Claims arise under law of tort or contract or any other legal theory.
- 6. <u>Delivery</u>. The delivery shall be Ex-Works Vayyar's warehouse (INCOTERMS 2010). Title and risk of loss shall pass to You and You shall bear all costs of transportation and insurance.
- 7. Return Policy. You understand that Vayyar has not verified that the 3D-Sensor Evaluation Kit is in compliance with your local regulatory authorities' requirements or the Radio Laws and does not represent and/or warrant that the 3D-Sensor Evaluation Kit complies with your local regulatory authorities' requirement or the Radio Laws. To the extent that the 3D-Sensor Evaluation Kit is not in compliance with the Radio Laws and the 3D-Sensor Evaluation Kit cannot be used in a manner that is permitted by your local regulatory authorities', You shall return the 3D-Sensor Evaluation Kit to Vayyar. You agree to bear any customs costs, waiver costs or return costs of the 3D-Sensor Evaluation Kit, including any fines and taxes related thereto, in any event that the 3D-Sensor Evaluation Kit is not permitted to be imported into your country or to be used in your country.

I have read and understand the terms of the above Acknowledgement and I agree to be bound by and comply with such

terms in my use of the 3D-Sensor Evaluation Kit.

Signature:

Name:
Position:
Company/Institution:
Date: