

TERMS AND CONDITIONS

[01/03/2023]

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GENERAL PURCHASE TERMS

These General Purchase Terms, the Warranty Terms, and the Installation & Operation Terms (“*Agreement*”) constitute an Agreement between LINEV Systems US, Inc. (“*Linev*”) and the applicable end customer indicated on the Quote, Purchase Order, or Signature Page (as those terms are defined herein) and user of the Products (“*Customer*” and together with Linev, the “*Parties*” and individually, each a “*Party*”).

By accepting this Agreement, whether by clicking a box indicating its acceptance, navigating through a login page where a link to this Agreement is provided, executing a Purchase Order that references this Agreement, or providing another form of electronic acceptance, Customer agrees to be bound by the terms of this Agreement. This Agreement is effective as of the earlier of the date that Customer accepts the terms of this Agreement as indicated above (the “*Effective Date*”). Linev reserves the right to modify or update the terms of this Agreement in its discretion, such modifications shall not impact already placed orders, but will be effective for all orders made after such modifications or updates have been implemented.

1. DEFINITIONS

- 1.1. Customer Data:** all data provided by Customer to Linev by means of the Products.
- 1.2. Documentation:** the technical documentation regarding the Products.
- 1.3. Hardware:** The hardware components of the Product(s) agreed to be purchased or provided in the applicable Purchase Order.
- 1.4. Intellectual Property Rights:** any and all intellectual property rights which are a result of intellectual effort including but not limited to patents, designs, or trademarks (whether registered or unregistered), copyright, moral rights, computer software and programs, rights in data and databases, know-how and/or industrial rights existing, in each case, anywhere in the world, name and logo, Products, services, algorithms, site design, text, data, interfaces, product and service names, design marks, logos, button icons, legends, images, photographs, music, audio or video clips, titles, page headers, graphics, software and the selection, expression, structure, arrangement, coordination, enhancement and presentation of said elements, as well as the “look and feel” of the Linev website and Products (including color combinations, layout, design and all other graphical elements), and any and all derivatives thereof.
- 1.5. Products:** collectively, X-Ray Screening systems and other commodities sold by Linev as further described in the applicable Quote and Purchase Order, and specifically excluding any software, which is licensed pursuant to a separate agreement.
- 1.6. Purchase Order:** each order document submitted to Linev by Customer pursuant to a Quote, and accepted by Linev, indicating Customer’s firm commitment to purchase the Products for the prices listed thereon. Purchase orders may be in electronic form and transmitted to Linev via any written means (e.g., email, through the Interface, etc.).
- 1.7. Services:** Any services provided by Linev and its affiliates hereunder, including, but not limited to, installation and training services.

2. QUOTE AND PURCHASE ORDER

- 2.1. Quote.** Customer can request a Quote for Products and Services from Linev. Linev may provide a Quote in its sole discretion and nothing in this Agreement shall entitle Customer to a Quote or obligate Linev to provide a Quote, regardless of the fact that Quotes were previously provided or Customer has previously purchased Products.

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2.2. Withdrawal and Expiration. Quotes may have an expiration date after which any Quote or similar offer can be revoked if not accepted by Customer. Notwithstanding an expiration date, any Quote may be revoked before it is accepted, in Linev's sole discretion.

2.3. Credit. At Linev's request, Customer will furnish sufficient information to enable Linev to assess Customer's creditworthiness. Linev, in its discretion, may require full or partial payment in advance for any Products or Services. Furthermore, Customer hereby consents to Linev running a credit inquiry solely for purposes of consummating the transactions set forth in this Agreement.

2.4. Purchase Order. When a Quote is accepted, the Parties shall execute a Purchase Order.

3. PAYMENT

3.1. Invoicing. Linev shall invoice the Customer and Customer shall pay invoices as agreed to and at the times agreed to by the parties in the applicable Purchase Order. In the event that the Purchase Order is silent as to invoicing, Linev shall invoice Customer before shipment is made and Customer shall pay such invoice(s) within net ten (10) days from receipt.

3.2. Late Fee. Late invoices shall incur a late fee of 6% of the outstanding amount due.

3.3. Security Interest. To secure the due and prompt payment of all amounts due hereunder, together with any taxes, charges, fees, expenses, assessments, obligations, claims or liabilities incurred by Linev in connection with its or their performance of any duties under this Agreement (collectively, "**Liabilities**"), except for any Liabilities arising from or Linev's negligence or willful misconduct, Customer grants to Linev a security interest in all of the Products purchased by Customer or in the possession of Customer and all proceeds thereof (collectively, the "**Collateral**"). Customer shall promptly reimburse Linev for any and all such Liabilities. In the event that Customer fails to satisfy any of the Liabilities as and when due and payable, Linev shall have in respect of the Collateral, in addition to all other rights and remedies arising hereunder or under local law. Without prejudice to Linev's rights under applicable law, Linev shall be entitled, without notice to the Customer, to withhold delivery of any Collateral, repossess, sell, set-off, or otherwise realize upon or dispose of any such Collateral and to apply the money or other proceeds and any other monies credited Customer in satisfaction of the Liabilities. This includes, but is not limited to, any interest on any such unpaid Liability as Linev deems reasonable, and all costs and expenses (including reasonable attorney's fees) incurred by Linev in connection with the repossession, sale, set-off or other disposition of such Collateral.

3.4. Third Party Organization. In the event that Customer contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization, group purchasing organization or the like ("**Third Party Organization**") for the purposes of centralized billing and service management, Customer may request in writing that Linev route invoices for payment to such Third Party Organization and accept payment from them on Customer's behalf, if applicable. The written request must include company name, address, phone number, contact name, and effective date. Until Linev receives a complaint written notification and approves it in its reasonable discretion, Customer shall pay all amounts due hereunder. Notwithstanding the above, Customer agrees that the Products and Services provided by Linev are pursuant to this Agreement (unless otherwise provided to the contrary herein), and Customer guarantees the payment of all amounts due or that may become due under this Agreement, in spite of any collateral obligations Customer may have with any Third-Party Organization or any payment made to/from the Third-Party Organization. To the extent that any Products or Services provided hereunder are not covered by Customer's arrangement with a Third-Party Organization, Customer agrees to promptly pay for such Products and Services directly.

4. DELIVERY AND TITLE

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4.1. Delivery. Linev shall ship the Products at the times indicated on the applicable Purchase Order. If no delivery times are indicated in the Purchase Order, then Linev shall ship the Products as soon as commercially reasonable after receiving payment in full.

4.2. Delivery Fee. Unless explicitly stated to the contrary in the applicable Purchase Order, and explicitly referencing this Section 4.2, Customer shall be responsible for any delivery fees to ship the Products to Customer. Customer shall be invoiced for such fees.

4.3. Risk of Loss. Delivery is FOB Linev's or manufacturer's shipping point, unless otherwise specified in the applicable Purchase Order. Except for any warranty obligations specifically identified herein, risk of loss passes to Customer upon delivery to carrier. Unless otherwise explicitly stated to the contrary in the applicable purchase order Linev explicitly referencing this Section 4.3, Linev shall bear the risk of loss in transit only in cases where shipment is made FOB Customer destination.

4.4. Hardware Damage and Loss. Customer shall provide insurance to cover all risk of loss, theft or damage to any Hardware in amounts equal to the full replacement cost of the Equipment, by insurance carriers acceptable to Linev. This requirement will remain in effect until any Hardware has been fully installed and Customer has made payment in full. The foregoing shall not apply in such instances where such insurance is prohibited by government regulations.

4.5. Title. Title to Products (excluding licensed intellectual property) will pass to Customer upon Linev's receipt of payment in full.

4.6. Joinder. If Customer transfers title to or leases the products sold under this agreement to any third party, customer agrees to obtain from such third party a commitment affording Linev the protections enumerated herein.

5. TERM AND TERMINATION

5.1. Term. The term of this Agreement will commence on the Effective Date and will continue until (a) Customer has paid all amounts due hereunder and Linev has performed all of its obligations (i.e., Linev has delivered and installed, as applicable, all purchased Products and provided all contracted Services under all applicable Purchase Orders), or (b) the Agreement is terminated earlier by the parties, as further described herein.

5.2. Termination. The Agreement may be terminated as follows: (a) at any time upon the mutual agreement of the Parties; (b) Immediately by Linev in the event that Customer has breached any provision hereof; or (c) by Customer upon Linev's breach of this Agreement that has gone uncured for thirty (30) days after written notice thereof.

6. CONFIDENTIALITY

6.1. Confidential Information. Except as explicitly excluded below, any information of a confidential or proprietary nature provided by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") constitutes the Disclosing Party's confidential and proprietary information ("**Confidential Information**"). Linev's Confidential Information includes the Products and any information conveyed to Customer in connection with Services. Confidential Information does not include information which is (i) already known by the Receiving Party without an obligation of confidentiality other than pursuant to this Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the Receiving Party; (iii) rightfully received from a third party without a confidentiality obligation to the Disclosing Party; or (iv) independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6.2. Confidentiality Obligations. Each Party will use the Confidential Information of the other Party only as necessary to perform its obligations under this Agreement, will not disclose the Confidential

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Information to any third party, and will protect the confidentiality of the Disclosing Party's Confidential Information with the same standard of care as the Receiving Party uses or would use to protect its own Confidential Information, but in no event will the Receiving Party use less than a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may share the other Party's Confidential Information with those of its employees, agents and representatives who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those contained herein (each, a "**Representative**"). Each Party shall be responsible for any breach of confidentiality by any of its Representatives.

6.3. Additional Exclusions. A Receiving Party will not violate its confidentiality obligations if it discloses the Disclosing Party's Confidential Information if required by applicable laws, including by court subpoena or similar instrument so long as the Receiving Party provides the Disclosing Party with written notice of the required disclosure so as to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed.

7. OWNERSHIP

7.1. Linev Property. All Intellectual Property Rights in Products shall belong to Linev, including without limitation any derivative works based on Intellectual Property in Products modified, customized, or otherwise altered at the request of the Customer. Linev does not by means of this Agreement or otherwise transfer any Intellectual Property Rights in the Products to Customer, and Customer will take no action inconsistent with Linev's Intellectual Property Rights in the Products.

7.2. Sole Ownership of IP Rights. Products, in their entirety, including the Linev's name and logo, and all other services, algorithms, site design, text, data, interfaces, product and service names, design marks, logos, button icons, legends, images, photographs, music, audio or video clips, titles, page headers, graphics, software and the selection, expression, structure, arrangement, coordination, enhancement and presentation of said elements, as well as the "look and feel" of the Website (including color combinations, layout, design and all other graphical elements), and any and all derivatives thereof are the sole property of Linev and/or its affiliates, suppliers and/or licensors as applicable. The foregoing Linev rights are protected by any and all U.S. and international copyright, service mark, and trademark treaties, laws, regulations, and rules; and may not be copied, used or re-used for any purpose not expressly authorized in this Agreement, without Linev's prior written permission. Customer acknowledges that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed. Material published by Linev on the Website may contain other proprietary notices or describe products, services, processes, or technologies owned by Linev to which the same such protections and rights above will apply, unless such material is rightly owned by a third party. Customer shall not cover, obscure, mask, overlay, or otherwise hide the appearance or reduce the prominence of Linev branding, trademarks, or source attribution.

7.3. Use of Linev IP. Nothing in this Agreement or through the use of the Products shall be construed as granting Customer a license to use such material under any copyright, service mark, trademark, patent or other intellectual property right of Linev or any other third party, except as otherwise granted herein. Similarly, unless otherwise specifically provided herein or authorized by Linev in writing, all rights in the Products and services not expressly granted to Customer are reserved by Linev. Pursuant to the License and other licenses granted herein, Customer agrees not to copy, republish, frame, or make available for assign, download, distribution, lease, license, loan, modification, rent, sale, sublicense, transmission, reverse engineering, or creation of derivative works based on the Products and/or Services, other than in conjunction with the services offered by Linev.

8. CUSTOMER WARRANTIES

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8.1. GENERAL. CUSTOMER HEREBY WARRANTS THAT: (i) ALL INFORMATION PROVIDED BY CUSTOMER TO LINEV IN CONNECTION WITH PRODUCTS, THIS AGREEMENT AND THE SERVICES IS TRUE, ACCURATE, CORRECT, AND UP TO DATE; (ii) CUSTOMER HAS FULL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT; (iii) CUSTOMER SHALL SEEK ALL NECESSARY GOVERNMENTAL APPROVALS REQUIRED TO EFFECTUATE THIS AGREEMENT; (iv) CUSTOMER SHALL PERFORM ALL OF ITS OBLIGATIONS UNDER THIS AGREEMENT IN ACCORDANCE WITH APPLICABLE LAWS, RULES, AND REGULATIONS; AND (v) CUSTOMER'S MATERIALS, DATA, EDITORIAL, TEXT, GRAPHIC, AUDIOVISUAL, AND OTHER CONTENT THAT CUSTOMER SUBMITS TO LINEV OR MAKES AVAILABLE THROUGH THE SERVICES OR PRODUCTS DO NOT: (1) INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY PARTY; (2) RESULT IN ANY CONSUMER FRAUD, PRIVACY VIOLATIONS, PRODUCT LIABILITY, BREACH OF CONTRACT, OR CAUSE INJURY TO ANY THIRD PARTY; OR (3) VIOLATE ANY APPLICABLE LAW, STATUTE, ORDINANCE, OR REGULATION.

8.2. Export. Products and Services may be subject to United States export controls. Customer warrants and agrees that Customer and its representatives are not nor will be at any time in the future (i) located in a country embargoed by the United States, (ii) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (OFAC); (iii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56 or any Executive Order of the President issued pursuant to such statutes; or (iv) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons"; (v) or if the undersigned is an individual or a company, named on the U.S. Treasury Department's list of Specially Designated Nationals (SDN); or (vi) on the United States Commerce Department's Table of Deny Orders.

8.3. End User. Customer hereby represents and warrants that Customer and its representatives are the End Users of the Products and Services, and that no products shall be bought for the purposes of resale, timesharing, or other forms of distribution.

9. LIABILITY; INDEMNIFICATION

9.1. Limitation of Liability. EACH PARTY HERETO AGREES THAT WITH THE EXCEPTION OF INDEMNIFICATION OBLIGATIONS, CONFIDENTIALITY OBLIGATIONS, OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS (COLLECTIVELY, "**EXCLUDED CLAIMS**"), AND ABSENT FRAUD OR WILLFUL MISCONDUCT OF THE OTHER PARTY, NEITHER THE OTHER PARTY NOR ITS AFFILIATES NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES OF ANY OF THEM WILL BE LIABLE TO SUCH PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

LINEV SHALL HAVE NO OBLIGATION OR LIABILITY FOR ANY FAILURE OF CUSTOMER, CUSTOMER'S EMPLOYEES, AGENTS, OR ANY THIRD PARTY TO OBSERVE THE PROVISIONS OF THIS AGREEMENT, OR FOR ANY INJURY OR DAMAGE CAUSED, IN WHOLE OR IN PART, BY CUSTOMER'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL SAFETY REQUIREMENTS AND CUSTOMER SHALL INDEMNIFY AND HOLD LINEV

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HARMLESS FOR ANY CLAIMS, LIABILITIES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH ANY SUCH INJURY OR DAMAGE OR CLAIM THEREOF.

9.2. Indemnification. Customer shall indemnify, defend, and hold harmless Linev, its affiliates, and their respective owners, directors, members, officers, and employees (together, the “*Linev Indemnitees*”) from and against any from any expense, loss, claim, damage, fine, penalty, or liability, which includes reasonable attorney fees and other professionals’ costs, which are payable under any judgment, verdict, court order or settlement, to the extent resulting from any claim, demand, action, suit, arbitration, or other proceeding initiated by any third party, including the assessment, claim or demand by a governmental agency or entity (“*Claim*”), arising out of related to (a) Customer’s engaging in a Prohibited Use, and (b) Customer’s breach of its obligations under this Agreement, and (c) any gross negligence, recklessness, or intentional misconduct of its employees, contractors, or other personnel. Customer will pay any settlement of and any damages finally awarded against any Linev Indemnitee by a court of competent jurisdiction as a result of any such Claim so long as Linev (i) gives Customer prompt written notice of the Claim, (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without Linev’s prior written consent which will not be unreasonably withheld), and (iii) provides to Customer all reasonable assistance, at Customer’s request and expense.

10. MISCELLANEOUS

10.1. Entire Agreement. This Agreement, the Warranty Terms, and the Installation & Operation Terms constitute the entire agreement between Customer and Linev and supersede all prior agreements and understandings concerning the subject matter hereof. Customer and Linev are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between Customer and Linev. Failure to exercise any right under this Agreement will not constitute a waiver.

10.2. Legal Compliance. In the event any future final decision of a court of competent jurisdiction, statute, rule, regulation, or regulatory interpretation is inconsistent or contrary with the terms of this Agreement or that would cause one or both of Parties to be in violation of law the parties shall promptly suspend the performance of any unlawful covenant. The parties shall promptly meet and amend this Agreement, maintaining, however, the terms and intent of this Agreement to the greatest extent possible within the requirements of law. For purposes of this Section 10.2, if the Parties are unable to agree upon an amendment within 30 days after a written request has been made by either party to the other, then either party may terminate this agreement without further liability upon written notice to the other.

10.3. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

10.4. Contractors. Linev shall have the right to use the services of third-party contractors in providing the Products and Services under this Agreement.

10.5. Injunctive Relief. Customer acknowledges and agrees that any violation or breach of this Agreement may cause Linev immediate and irreparable harm and damage. As a result, Linev has the right to, and may in its sole discretion, immediately obtain preliminary injunctive relief (including, without limitation, temporary restraining orders) and seek permanent injunctive relief against Customer regarding any violation or breach this Agreement. In addition to any and all other remedies available to Linev in law or in equity, Linev may seek specific performance of any term in this Agreement.

10.6. Governing Law and Jurisdictions. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without reference to conflicts of law rules and principles. In the event of a dispute arising from or relating to the subject matter of this Agreement, suit may be brought only in the United States District Court for the Southern District of Texas, provided that, in the event that suit may not be brought in the United States District Court for the Southern District of Texas, suit may be brought in any court of competent jurisdiction within the State of Texas. The Parties further agree to submit to the personal jurisdiction of any such court in the State of Texas for purpose of

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adjudicating any dispute arising from or relating to the subject matter of this Agreement and the Parties agree to accept service of process in connection with any such suit. Customer agrees to the exclusive jurisdiction of the courts of State of Texas for any claim or cause of action arising out of, relating to, or in connection with this Agreement or the Website or services, provided that such exclusivity does not apply to legal actions initiated or brought by Linev. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods (CISG), the application of which is expressly excluded.

10.7. Severability. This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is found unenforceable or invalid under applicable law, then (i) such provision will be interpreted, construed, or reformed to the extent necessary to render the same outcome as attempted in the original writing (or as close thereto as possible); and (ii) such invalidity or unenforceability will not affect any other provision of this Agreement.

10.8. Waiver. No provision of this Agreement will be considered waived unless such waiver is in writing and signed by the Party that benefits from the enforcement of such provision. No waiver of any provision in this Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of this Agreement will not in any way affect, limit, or waive a Party's rights under this Agreement at any time to enforce strict compliance thereafter with every term and condition of this Agreement.

10.9. Assignment. Parties may not assign this Agreement without the prior, written consent of the other Party, except that Parties may assign this Agreement without such consent in connection with an acquisition of the assigning Party or a sale of all or substantially all of its assets.

10.10. Force Majeure. Linev shall not be liable for any delay or default caused by events beyond its control, including but not limited to any acts of God, acts of third parties, acts of Customer (or any of the Customer's employees, agents or representatives), acts of civil or military authorities, fire, floods, and other similar or dissimilar natural causes, riots, wars, sabotage, vandalism, embargoes, labor disputes, strikes, lockouts, epidemics, pandemics, quarantines, unavailability of water, transportation, labor, materials, supplies, fuel, or power, delays in receiving any permits or licenses, delays caused by any laws, regulations, proclamations, ordinances, or any government action or inaction, delays caused by contractors and subcontractors, and any other cause or condition beyond Linev's control ("**Force Majeure Event(s)**"). The time for performance of Linev's obligations hereunder shall be extended for a commercially reasonable period of time in the event of any delay or default for such case(s).

10.11. Expenses. The substantially prevailing Party in any legal action, including arbitration, brought by one Party against the other and arising out of this Agreement shall be entitled, along with any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorney's fees. Such fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose. Such fees shall be in addition to any other relief that may be awarded.

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INSTALLATION & OPERATION TERMS

11. INSTALLATION

11.1. Implementation. Customer is responsible for the installation of the Product at Customer's site, unless otherwise indicated in the Purchase Order. Depending on the Product Customer has purchased, Linev may send Customer information explaining Customer's implementation and may assign a project coordinator who will serve as a single point of contact during the implementation process.

11.2. Site Layout, Electrical, Connectivity, and Network Cabling. If the Purchase order requires Linev to deliver and install Hardware, Customer is responsible for providing Linev with information on site layout, electrical power, multi-office connectivity needs and network cabling specifications prior to Hardware delivery. Customer is responsible for ensuring that necessary utilities, communication lines, and equipment are installed and operational prior to Hardware delivery.

11.3. Integration Restrictions. Customer understands that integration of other (i.e., third party) software and hardware with the Products may not be feasible and Linev makes no guarantee that such integration can be achieved other than as expressly provided in the Product Documentation. Customer is responsible for any costs incurred by Customer because of the inability to integrate such other software and hardware with the Products. If Customer retains Linev to attempt integration as set out in the Purchase Order, Customer agree to pay us for all services rendered in attempting to integrate such other software and hardware regardless of the ultimate outcome of that effort.

11.4. Installation, Configuration, and/or Conversion Fees. Customer shall pay Linev the amounts charged for installation, configuration and/or conversion as designated in the Purchase Order. Installation, configuration and/or conversion services not listed in the applicable Purchase Order may be refused by Linev, and if approved will be invoiced at the then-current time and materials rates. As listed in the Purchase Order and/or applicable Product Documentation, the installation charges may include staging fees for preparation and testing of the Products prior to shipment and on-site Hardware installation services.

11.5. Documentation. Documentation of the installation, training, or service of Products, whether by photography or videography may be taken. Any such documentation is the property of Linev and may be used for training and/or marketing purposes. If Linev uses any such documentation for training and/or marketing, Linev will maintain legal compliance and make sure no personal information or Customer facility information is visible.

12. TRAINING

12.1. Trained Personnel. For purposes hereof, "*Trained Personnel*" shall mean employee(s) or a contractor(s) of the Customer associated with the use, operation, and/or maintenance of the Products who have been certified by Linev, as further described herein, and who are responsible for initiating or stopping the scan, verifying the system is operating correctly, providing information and instruction to the screened individuals, and controlling access to the inspection zone. This does not include other employees, such as individuals who may be viewing image results but are not directly responsible for other functions.

12.2. Trained Personnel. Customer agrees that all Products purchased hereunder shall be operated exclusively by Trained Personnel, who, if and as required by applicable law, are duly qualified technicians and/or licensed physicians in, a safe and reasonable manner in accordance with Linev's instructions, and for the purpose for which the Product was intended, and in compliance with all applicable regulations and Documentation, as revised from time to time. The Customer understands, acknowledges, and agrees that the Products alone, without the Trained Personnel are not sufficient and must always be used in conjunction with properly Trained Personnel.

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12.3. Training Order. Linev shall provide the training set forth in the applicable Purchase Order or Documentation. Training may be available at Customer's premises or remotely. Customer agrees to pay for scheduled training services if not cancelled at least 10 business days in advance of the training date. If Customer cancels onsite training less than 10 business days prior to training, then Linev will retain 30% of any fees Customer paid as liquidated damages. If Customer cancels online training less than three (3) business days prior to training, then Linev will retain 10% of any fees Customer paid as liquidated damages. In all cases of training cancellations, Customer will reimburse Linev for the cost of any non-refundable expenses incurred by Linev, regardless of the cancellation date. Any additional training beyond that listed in the Purchase Order will be Quoted at the then-current rates and billed separately.

13. OPERATION

13.1. Scope of Detection. Products must only be used by Trained Personnel to detect objects, devices, contraband, and/or weapons on persons, bags, or vehicles, as further described in the applicable Documentation.

13.2. Standard of Care. Customer shall comply with and require its agents and employees to comply with all directions, safety notices, warnings, and other instructions furnished by Linev, and shall use and require its agents and employees to use reasonable care in the use of the Products.

13.3. Site Conditions. During the Term of this Agreement, Customer shall: (a) assure that the Hardware site is maintained in a clean and sanitary condition and that the Hardware is cleaned and decontaminated after contact with blood or other potentially infectious material, (b) provide necessary housekeeping and cleaning services to maintain the Hardware free from dirt, refuse, contamination or waste of any kind, (c) maintain the Hardware site and environment (including but not limited to temperature and humidity control, incoming power quality, and fire protection system) in a condition suitable for operation of the Hardware, (d) operate the Hardware in accordance with the Documentation and any other instructions from Linev, and (e) make the Hardware available without restriction for service in accordance with a mutually acceptable service appointment schedule.

13.4. Not Lifesaving Equipment. The Customer understands, acknowledges, and agrees that the Products are not intended to be used as part of any life-saving, life-treating, diagnostic, medical or emergency systems, and Customer will not use the Products for any such purpose. Linev makes no representation of warranty, whether express or implied, that the Products will prevent or diagnose any disease, illness, damage, or injury to any person.

13.5. Prohibited Use. Customer will not: (i) use (or allow a third party to use) the Products in order to monitor their availability, security, performance, or functionality, or for any other benchmarking or competitive purposes without Linev's express written consent; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Products or any of their components; or (iv) use the Products to conduct any fraudulent, malicious, or illegal activities or otherwise in contravention of any applicable laws or regulations (each of (i) through (iv), a "**Prohibited Use**").

13.6. Technical Data. Customer acknowledges, consents and agrees to the collection of Technical Data and its communication to Linev and its affiliates for use by Linev and its affiliates for the purposes of monitoring the performance of the Product(s), improving the Product(s), predicting maintenance required on the Product(s), troubleshooting errors or problems incurred by the Product(s), identifying new products that may be helpful to Customer, and for other similar purposes. Technical Data shall be retained by Linev or its affiliates no longer than necessary for such purposes. Customer may request a copy of any Technical Data collected from Customers Product(s), request termination of the collection of the Technical Data, and request deletion of Technical Data previously collected. For the purposes of this Agreement the term "**Technical Data**" shall mean data pertaining to the operation and performance of the Product(s) and their

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components including, without limitation, data related to operational activity, operational status, and errors or problems incurred. Technical Data shall not include personal information or health related information.

13.7. Service Tools. In connection with the installation, configuration, maintenance, repair, upgrade and/or de-installation of the Product, Linev may deliver to and store at Customer's site, attach to or install on the Product, and use, certain proprietary service materials that have not been purchased by or licensed to Customer. Customer hereby consents to this delivery, storage, attachment, installation and use at Customer's site of this property, and to Linev's removal of all or any part of this property at any time, all without charge to Linev. The presence of this property within Customer's site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Any access to or use of this property and any decompilation of this property by anyone other than Linev personnel is prohibited. Customer agrees that Customer will use all reasonable efforts to protect this property against damages or loss and to prevent any access to or use or de-compilation of this property contrary to this prohibition. Customer also agrees to immediately report to Linev any violation of this provision known by Customer.

14. CUSTOMER OBLIGATIONS

14.1. Compliance. Customer will use the Products only in accordance with the Documentation and in compliance with all applicable laws, including procurement and maintenance of any applicable licenses, permits, certifications and inspection requirements. Customer will ensure that none of the Products are directly or indirectly exported, re-exported, or used to provide services in violation of the export laws and regulations of the United States or any other country. Customer represents that it has obtained all necessary local and state licenses and/or permits necessary to operate its business and is in compliance (and will use its best efforts to remain in compliance) with all local, state, and (if applicable) federal regulations regarding the conduct of its business.

14.2. Compliance Expense. In the event that Linev is obligated or agrees to assist Customer with any compliance requirements (e.g., registration of the Product in a state database), Customer shall pay for any expenses incurred by Linev as a result.

14.3. Preparing a Site. At Customer's cost and expense, Customer shall provide a safe, convenient and properly prepared site for the Products in accordance with Linev's guidelines, specifications, technical instructions and site planning criteria. This may require Customer to train employees, and provide necessary material and equipment for the operation of the Products.

14.4. Trained Personnel. Customer agrees to provide all Trained Personnel with proper training. Only Trained Personnel are allowed to use the Products. Customer should not allow Trained Personnel who are pregnant or suspect they may be pregnant must not operate the Product.

14.5. Unauthorized Use. Customer may not use the Product for medical examination or to diagnose an illness or an injury.

14.6. Compliance Requirements. Linev shall assist Customer, at Customer's expense, with any legal compliance (e.g., an inspection) required by federal or state agencies or regulations, Customer shall inform Linev as soon as possible prior to such compliance requirements and make the Product and any necessary information available to Linev.

14.7. Malfunction. In cases of a malfunctioning of the Product, including without limitation, short circuit, electric circuit faults, any other mechanical break of any parts, Trained Personnel shall cease operation of the Products and notify Linev.

14.8. Backup. Customer hereby acknowledges and agrees that it is Customer's responsibility to backup any Customer Data prior to Linev performing any Services or work hereunder. Customer shall be solely responsible in the event of data loss, even if caused by Linev.

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LIMITED WARRANTY TERMS

1. Warranty of Title. Linev warrants that it shall have good and marketable title to the Product and that the same shall be transferred to Customer free and clear of any and all mortgages, liens, and encumbrances. Preventative or routine maintenance is specifically excluded for the Products sold under this Agreement, and is not included under the foregoing warranty.

2. Limited Warranty. Linev hereby represents and warrants that during the warranty period specified in the applicable Purchase Order, the Products shall substantially perform in accordance to the Documentation and be free of material defects. Linev hereby represents and warrants that the Services shall be performed in a professional and workman-like manner. This limited warranty does not cover the following: (a) any service or parts specifically described as excluded in the Purchase Order; (b) the provision, payment or reimbursement of any rigging, facility or structural cost, or accessory or supply item incident to the provision of Services under this Agreement; (c) the cleaning or decontamination of the Product(s) after contact with blood or other potentially infectious materials, or any service whatsoever if the Product site or Product is so contaminated; (d) any service caused by (1) a design, specification or instruction provided by Customer or Customer's representative, (2) Customer's failure to fulfill Customer's responsibilities under this Agreement, (3) the failure of anyone other than Linev or Linev's service contractor to comply with Linev's instructions or recommendations, (4) Customer's combining the Product with a product of others or with an incompatible product of Linev, (5) any alteration or improper storage, handling, use or maintenance of any part of the Product by anyone other than Linev or Linev's service contractor, (6) anything external to the Product, including but not limited to building, van or trailer structural deficiency, power surge, fluctuation or failure, air conditioning failure and problems with facility supply lines connected to Product, (7) vandalism, accident, lightning, earthquake, fire, smoke or water damage to the Product, (8) any removal or relocation of the Product, and/or (9) anything beyond Linev's reasonable control; (e) the cost of materials, supplies, parts or labor supplied by any other party; (f) the cost of consumable materials such as cushions, knee supports, pads, or other supply items, operator or application training or other instruction in the use of the Product; (g) the cost of factory reconditioning when, in Linev's opinion, it is necessary to have the Product or any component of the Product rebuilt at the factory because repair or parts replacement by Linev within the Product site cannot maintain it in satisfactory operating condition; and (h) misuse, abuse, neglect, or Force Majeure. Linev provides no warranty for any Products that have been modified, altered, or repaired by persons other than those authorized or approved by Linev. Products sold as "Used" or "Refurbished" will carry no warranty unless otherwise stated in the Purchase Order.

3. Disclaimer. Linev makes no representation of warranty, whether express or implied, that the Products will prevent any loss, damage, or injury to any person or property, because of vandalism, burglary, theft, conversion, hacking, hold-up, fire, or any other criminal and/or tortious action that resulted from Contraband, or that the Products will in all cases provide the protection for which they are installed or intended. Products are not error-free. Customer assumes all risk for loss or damage to Customer's premises, contents, business interruption, or persons on or around the premises. EXCEPT FOR THE LIMITED WARRANTIES IN SECTIONS 1 AND 2 HEREOF, LINEV MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO THE PRODUCTS, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, INCLUDING UPDATES OR SUPPORT. WITHOUT LIMITING THE FOREGOING, LINEV HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. LINEV DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS, THAT USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE.

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4. Third Party Warranties. Linev provides specific warranties with respect to Products it manufactures and Services it provides. Other Products and Services are provided pursuant to warranty terms extended by the manufacturers or suppliers of such products and services. Warranty details are provided in the Purchase Order or are available from Linev upon written request. Customer's sole source of warranty for Products and Services manufactured or supplied by persons other than Linev or its affiliates, if any, is the original manufacturer/supplier warranty.

5. Limitations and Conditions on Warranty Services. Linev is not responsible under a warranty to provide Warranty Products and Services to repair conditions to the extent caused by: (i) misuse, abuse, neglect, or Force Majeure; (ii) installation, modification, alteration, or repair other than by Linev or a technician certified by Linev; or (iii) other circumstances affecting the Product beyond Linev's reasonable control.

6. Repair Replace. IN THE EVENT OF ANY BREACH OF THE FOREGOING WARRANTY, LINEV'S OBLIGATION WILL BE LIMITED TO REPLACEMENT OF THE DEFECTIVE PARTS OR RE-PERFORMANCE OF THE SERVICES/WORK. LINEV'S TOTAL LIABILITY TO CUSTOMER (AND ITS REPRESENTATIVES), AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY RELATING TO THIS AGREEMENT AND THE PRODUCTS SERVICES PROVIDED UNDER IT, IS LIMITED TO THE FOREGOING, AND IN NO EVENT SHALL LINEV'S LIABILITY EXCEED THE CHARGE FOR THE PART OR THE SERVICE WHICH IS THE BASIS FOR THE CLAIM.

7. Exchange Basis. Linev supplies parts on an exchange basis. Replaced parts become Linev property. Parts Linev supplies may be remanufactured or refurbished following prior use.

8. Return of Defective Parts. If Linev ships replacement parts or components, then Linev will provide a return shipping label required to return the defective part or component. Customer will have 14 days from delivery of the replacement to return the defective part or component using the shipping label provided. If the defective part or component is not returned as requested within 14 days, then Customer will be charged and agrees to pay the full replacement cost of the replacement product shipped to Customer at the then-current rates.

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