

Qualified Product List Testing Agreement

Manufacturer, as identified below, agrees to abide by the terms and conditions set forth herein in order to participate in International Biometric Group TSA Qualified Product List Testing.

References

Manufacturer acknowledges that it has read and shall comply with Manufacturer-related requirements and meet Manufacturer-related responsibilities as described in the following documents:

- *TSA Guidance Package: Biometrics for Airport Access Control*, and all addenda thereto
- *IBG TSA Qualified Product List Testing Requirements and Interface Specification*

In these documents, Qualified Product List testing may also be referred to as **Biometrics Sub-System Performance Testing** or **QPL Testing**.

System Installation and Training

Manufacturer is responsible for installation and configuration of its system at IBG's test facility in New York City. Manufacturer is also responsible for training of IBG test operators. Installation, configuration, and training will be scheduled on dates identified as mutually convenient for IBG and the Manufacturer. While IBG anticipates that installation and training will take place in August and September 2008, the range of installation and training dates may be reliant on the number of final participants.

If QPL testing is not conducted, payment will be refunded to the Manufacturer.

Payment Terms

Payment of \$30,000 is due Net 30 upon IBG's issuance of invoice to the Manufacturer.

System Withdrawal

If the Manufacturer withdraws its system from QPL Testing after commencement of on-site installation, but prior to certification by the Manufacturer that its biometric device is ready for test and that adequate operator training has been conducted, IBG shall refund the payment less a \$5000 non-refundable fee. This fee covers IBG's operational costs supporting device installation, configuration, and training. Systems cannot be withdrawn from testing and no refunds shall be granted once the Manufacturer has certified that its biometric device is ready for testing and that adequate operator training has been conducted.

<i>Manufacturer:</i> _____	
<i>Address:</i> _____	
<i>Authorized Representative:</i> _____	
<i>Signature:</i> _____	<i>Date:</i> _____

Additional Terms & Conditions

1) Copyright and Ownership.

Test data, test plans and interface specifications related to Biometrics Sub-System Performance Testing, also known as QPL testing, are the property of IBG and are protected by U.S. and international copyright law and conventions.

2) System Delivery.

Manufacturer agrees that providing its Sub-System, as defined in the TSA Guidance Package, to IBG in a timely manner is of utmost importance.

Manufacturer shall provide all hardware, software, support, and training required to integrate the Sub-System into the QPL test platform and to operate the Sub-System. Manufacturer is responsible for resolution of any bugs or defects identified in its Sub-System. In the event Manufacturer fails to provide Sub-System in a timely manner, or if Sub-System does not function properly, or if Manufacturer does not provide timely support to IBG, IBG may elect to consider such acts to be constructive system withdrawal by Manufacturer. IBG shall adhere to its stated guidelines for refunds relating to Manufacturer withdrawal.

3) Disclaimer of Warranties.

IBG does not make any warranties, express or implied, including, without limitation, those of merchantability and fitness for a particular purpose, with respect to QPL testing.

4) Accuracy of Information.

IBG disclaims all warranties as to the accuracy, completeness or adequacy of any information provided. The Manufacturer assumes sole responsibility for the selection of the products to achieve its intended results.

5) Limitation of Liability.

In no event will IBG be liable for damages of any kind, including without limitation, direct, incidental or consequential damages. IBG shall not be liable for lost profits, business interruption, loss of programs or information, or any claim attributable to errors, omissions or other inaccuracies in the QPL or interpretations thereof.

6) Indemnification.

Manufacturer agrees to indemnify, defend and hold harmless IBG, its affiliates, licensors, and their

respective officers, directors, employees and agents from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of or relating to QPL testing.

7) Confidential Information.

Parties may disclose certain information to each other pertaining to the QPL testing which may be regarded by the disclosing party as confidential (hereafter "Confidential Information"). The receiving party shall keep such information confidential and shall not disclose such information to any third parties other than TSA, except as regards Confidential Information: which is in the public domain; which was independently developed by the receiving party; which is received from a third party having lawful right to disclose the same; or which is required to be disclosed by a court or government agency provided that the receiving party provides written notice to the disclosing party and a reasonable opportunity to contest the propriety of such legal requirement.

8) General Provisions.

Any provision in any notification received by IBG in connection with QPL testing which is inconsistent with, or adds to, the provisions of this Agreement is void. Neither the parties' course of conduct or trade practice will modify the terms of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, all other terms and conditions shall remain in full force and effect. In the event of a lawsuit arising from this Agreement, the prevailing party shall be entitled to collect reasonable attorney fees and expenses from the other party. In the event of any ambiguity or disagreement in the terms of this Agreement or QPL in general, parties agree that a final decision made by IBG shall be binding on the parties.

9) Governing Law.

This Agreement and the resolution of any dispute arising hereunder shall be governed and construed in accordance with the laws of New York, without regard to its conflicts of law principles.

Manufacturer consents to the jurisdiction of courts situated in the state of New York.