Exhibit A

SAFEVIEW STANDARD SOFTWARE LICENSE TERMS AND CONDITIONS

This set of software license terms and conditions (**"Agreement"**) is legally binding upon SafeView, Inc. (**"SafeView"**), and the purchaser of the SafeView equipment (**"Equipment"**) that these terms accompany (**"You"**), and is incorporated by reference into that certain purchase agreement for the Equipment entered into by SafeView and You.

1. Definition. **"Software"** means the SafeView proprietary software, solely in executable code form, that is preloaded into the Equipment for use with the Equipment, including any updates or upgrades thereto that may be supplied to You by SafeView. You agree and understand that in addition to the Software, the Equipment may contain additional software licensed to You by third parties subject to separate license terms and conditions. This Agreement does not cover such additional software, and You agree to abide by those separate license terms in your use of such additional software.

2. License Grant

2.1 Subject to the terms and conditions of this Agreement, SafeView hereby grants to You a personal, non-exclusive, revocable, non-transferable license (without the right to sublicense) during the term of this Agreement to use, perform and display the Software solely as necessary to operate the Equipment at its original installation site in accordance with the documentation accompanying the Equipment (**"Documentation"**). This Agreement does not provide any rights to future upgrades or updates of the Software, and the provision of any such upgrades or updates may be subject to the payment of additional fees. If SafeView provides You with any such upgrades or updates, they shall be deemed to be "Software" within the meaning of this Agreement unless SafeView notifies You to the contrary. You do not have the right to obtain or use any source code for the Software.

2.2 You shall not: (a) copy, reproduce, modify, incorporate into or with other software, enhance, improve, alter, reverse engineer, disassemble, deconstruct, translate, decrypt, reverse compile, convert into human readable form, or create a derivative work of the Software or any part thereof; (b) distribute, assign, license, sublicense, lease, loan, rent, transfer, sell or otherwise provide access to the Software or Documentation, in whole or in part, to any third party on a temporary or permanent basis; (c) remove, deface, cover, alter or otherwise obscure any proprietary rights notices or markings on the Software or Documentation (including without limitation any of the trademarks, trade names, logos, or copyright notices); (d) copy Documentation or any other written materials accompanying any portion of the Software unless specifically authorized in writing to do so by SafeView; or (e) authorize, permit or otherwise acquiesce in any other party's engaging in the activities set forth in this Section 2.2.

3. Title and Intellectual Property. The Software contains the valuable trade secrets of SafeView and is protected by U.S. and international copyright and other intellectual property laws. The Software is licensed, not sold, and SafeView retains complete and exclusive right, title, and interest in and to the Software, including all intellectual property rights subsisting therein. Without limiting the foregoing, You agree

and acknowledge that while the Equipment may be purchased by You, You acquire no ownership interest in the Software. The Software will be delivered in conjunction with the Equipment and will be deemed accepted upon delivery. There are no implied licenses, and all rights not expressly granted are reserved to SafeView.

4. Warranty Disclaimer. THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, AND SAFEVIEW DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, QUIET ENJOYMENT, ACCURACY, OR ANY OTHER WARRANTY OR CONDITION ARISING BY STATUTE, CUSTOM OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, SAFEVIEW DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT THE SOFTWARE WILL COMPLY WITH ANY RULES OR REGULATIONS APPLICABLE TO THE ACTIVITIES IN WHICH YOU MAY EMPLOY THE SOFTWARE, OR THAT THE SOFTWARE WILL OPERATE TO DETECT PROHIBITED OBJECTS IN ALL CIRCUMSTANCES. YOU ACKNOWLEDGE THAT THE REAL WORLD PERFORMANCE OF THE EQUIPMENT AND THE SOFTWARE MAY VARY DEPENDING ON YOUR DEPLOYMENT.

5. Indemnity. You shall defend, indemnify and hold SafeView, its successors, assigns, officers, directors, employees and agents harmless from any claims, costs, expenses, damages, losses, and liabilities, including without limitation attorney's fees and court costs, arising from: (a) a claim of infringement of any intellectual property or proprietary right arising from (i) Your combination or use of the Software with equipment, software, interfaces, or other materials that are not supplied or specifically authorized in writing by SafeView; (ii) any modification of the Software by You or any of Your employees or agents; or (iii) any use of the Software not in accordance with the Documentation; (b) a claim respecting any injury, death, property damage, environmental damage or mass destruction arising in connection with Your operation, use or misuse of the Software; (c) any third-party claim arising from Your operation or use of the Software or Equipment or any portion thereof; (d) any third-party claim arising from the performance or nonperformance of the Software or Equipment or its ability or inability to detect objects, and (e) any third party claim arising out of Your material breach of this Agreement.

6. Limitation of Liability

IN NO EVENT WILL SAFEVIEW BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR RELIANCE DAMAGES, OR DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATED TO THIS AGREEMENT, THE SOFTWARE, OR THE EQUIPMENT, EVEN IF SAFEVIEW KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

SAFEVIEW'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT, THE SOFTWARE, OR THE EQUIPMENT, WHETHER IN

CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO SAFEVIEW BY YOU IN CONSIDERATION OF THE SOFTWARE AND EQUIPMENT GIVING RISE TO LIABILITY. THE PARTIES ACKNOWLEDGE THAT THE TERMS OF THIS SECTION REFLECT THE ALLOCATION OR FISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY.

7. **Termination.** The term of this Agreement commences upon delivery of the Software and Equipment and shall continue until terminated. Any failure by You to comply with any of the provisions of this Agreement will be a material breach of this Agreement and entitle SafeView to terminate the Agreement immediately. Upon termination, all licenses granted hereunder will immediately terminate, and You will immediately cease all use of the Software.

8. **Injunctive Relief.** You acknowledge that the Software has been developed at significant cost and has significant commercial value to SafeView, and You agree that inappropriate use or misuse of the Software could cause SafeView irreparable harm. You agree therefore that SafeView will have the right to seek, in addition to any of its other rights and remedies under law and equity, injunctive relief of any violation of this Agreement without posting bond or by posting bond at the lowest amount required by law. Should You become aware of any activities by any third party contrary to the terms of this Agreement, You will promptly notify SafeView and shall reasonably cooperate with SafeView in compelling such third party to cease and desist such activities.

9. **Compliance with Laws; Export Control.** In using the Software, You will observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, of any country having jurisdiction over the Software or any part thereof. Without limiting the foregoing, You agree to comply with all United States export laws and regulations, including, but not limited to, the United States Export Administration Regulations, International Traffic in Arms Regulations, directives and regulations of the Office of Foreign Assets Control, treaties, Executive Orders, statutes, amendments and supplements thereto. You will not import, export, re-export or cause the export of the Software without all required licenses and authorizations, or otherwise in violation of any United States export laws or regulations. You assume sole responsibility for the violation of any United States export law or regulation and You agree to indemnify, defend and hold harmless SafeView from any loss, claims, liability or damages arising out of Your failure to comply with such laws and regulations.

10. **U.S. Government End Users.** If You are a branch, agency, or instrumentality of the United States Government, the following provision applies. The Equipment, Software, and Documentation are comprised of "commercial items" (as defined in 48 C.F.R. 2.101), and "commercial computer software" and "commercial computer software documentation" (as such terms are used in 48 C.F.R. 12.212), and are provided to the Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policies set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 22.7202-3.

11. General

11.1 Force majeure. Neither party shall be deemed to be in default of this Agreement for failure to fulfill its obligations due to causes beyond its reasonable control. This provision shall not be construed as excusing any payment obligations of either party hereunder.

11.2 No waiver. No waiver by either party of a breach or omission by other party under this Agreement shall be binding on the waiving party unless it is expressly made in writing and signed by the waiving party. Any waiver by a party of a particular breach or omission by the other party shall not affect or impair the rights of the waiving party with respect to any subsequent breach or omission of the same or different kind.

11.3 Assignment. You may not assign or transfer this Agreement without the prior written consent of SafeView. Any attempted assignment or transfer in violation of the foregoing will be null and void. This Agreement shall be binding upon the parties hereto and their respective lawful successors and permitted assigns.

11.4 Severability. If any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, any such provision shall be removed and the remaining provisions will remain in full force.

11.5 Survival. Any provision of this Agreement which expressly states that it is to continue in effect after termination or expiration of this Agreement, or which by its nature would survive the termination or expiration of this Agreement, shall do so.

11.6 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California in the United States of America, without giving effect to any conflict of laws rules or principles that would require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The federal and state courts located in Santa Clara County shall have exclusive jurisdiction over any disputes arising hereunder (except with respect to actions for enforcement of intellectual property) and the parties hereby irrevocably submit to the personal jurisdiction of such courts. The parties agree that venue for any suit shall be proper in Santa Clara County, California.

11.7 Entire Agreement/Modification. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings, oral or written, in relation to the subject matter hereof. This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of both parties. Any additional or different terms and conditions, whether contained in Your purchase order or otherwise, shall not apply.