

TAX INVOICE

I – Cube (Integrated, Intelligent, Imaging)



Integrated, Intelligent Imaging

TO: Geoff Schapiro
 Status Tactical Security (Pty) Ltd
 VAT Reg Nr.
 ADDRESS:

MADADENI
 82 Kloof Falls Rd
 Kloof
 Durban
 Kwa-Zulu Natal
 3610

Tel: 0861 911 119
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 Email geoff@cingulum.ath.cx

Saturday, 18 February 2006
VAT NO 4890218607

RE: 2D FACIAL ID & 3D VERIFICATION SOFTWARE

<p>Professional Fees: Advice, assistance, support and input (Onsite, Phone & E-Mail)</p>	<p>INCLUDED BELOW</p>
<p>HARDWARE</p> <p>Equipment as detailed including: USB video for windows S912 SMB to BNC connectors (1)</p> <p>Assume PC, Ellips Rio Frame Grabber from LPR SYSTEM</p>	<p>INCLUDED BELOW</p>
<p>FACIAL SOFTWARE</p> <p>FID: Facial recognition system for manually comparing faces with those stored on the existing database.</p> <p>DISCOVERY: Access control with facial recognition. Provides tracking of multiple faces simultaneously in real time. Enrolment of facial images from a live or recorded video stream. Enrolment of facial images from a static image (JPEG) identification Verification (one to one authentication) from a LIVE video stream. Database search for a specific individual (less than 1 000 users) FRS Client Application FRS Server software</p> <p style="text-align: center;">SUB TOTAL DISCOUNT @ 35% SUB TOTAL VAT</p> <p style="text-align: center;">TOTAL</p>	<p>R38 000.00</p> <p>R36 000.00</p> <p>R36 000.00</p> <p>R110 943.65 -R38 830.28 R72 113.37 R8 856.03 R80 969.40</p>

Transfer to: Bank & Address : ABSA 1 Church lane, Pinetown,
Kwa-Zulu Natal, South Africa
Name of Account holder : Barry T. Dudley
Type of Account : Cheque
Account No. : 2920145755
Branch Code / Routing No. : 631126
SWIFT ADDRESS: : ABSAZAJJ
Reference : 13170206



Please E-Mail confirmation of payment to orders@I-Cube.co.za

Yours Faithfully,

A handwritten signature in blue ink, appearing to read "Barry T. Dudley".

Barry T. Dudley

Barry T. DUDLEY I-CUBE (I3 - Integrated, Intelligent, Imaging)
(MBA {IT}; MSc {Image Analysis}; BSc {Brewing}; BSc Hons {Waste Technology})
IMAGE ANALYSIS AND FACIAL IDENTIFICATION SOLUTIONS
<http://www.i-cube.co.za> Cell: +27 (0) 82 562 8225
MADADENI PH +27 (0) 31 764-3077
82 Kloof Falls Rd Fax 0866539659
Kloof, Durban, Kwa-Zulu Natal, 3610, South Africa E-mail: info@I-Cube.co.za

I -CUBE focuses exclusively on integrated, intelligent imaging, where a camera is connected to a PC and intelligently performs a decision based on information within an image, completely integrated into the existing processes. Currently the I-CUBE product line consists of both hardware and software in the image analysis (counting and sizing), facial identification and verification and License Plate Recognition.

Special Terms and Conditions

This offer is subject to our standard conditions of agreement available on request

Exchange Rate: **Rate used:** **US\$ 1,00 = R6, 00**

The prices quoted below are subject to exchange rate variations and will be based on 80% of the quoted price. Any variation from this rate of exchange on the date payment is received by us, within five (5) clear banking days (the date selection will be at the discretion of I-CUBE, is for the account of the purchaser. The amount to be adjusted accordingly is 80% of the purchase price. The rates of exchange, which will be applied, will be those quoted by bankers nominated by I-CUBE.

Delivery **: OWN ACCOUNT**

Terms **: See Below**

Validity **: This offer is valid for 30 days from the above date.**

VAT **: Prices “INCLUDE” VAT**

General Terms and Conditions of Sale from I-CUBE

The Purchaser of products from I-CUBE (Integrated Intelligent Imaging) (herein called “the Company”) is bound by the general terms and conditions below. The General Terms and Conditions described herein, together with the Company’s price list and/or proposal and/or any incorporated documents shall be read together as constituting the sales contract. IN THE EVENT OF ANY CONFLICT, THESE CONDITIONS OF SALE SHALL GOVERN.

1. LIMITED WARRANTY

- 1.1 The Company warrants new goods sold hereunder to be free from defects in materials and workmanship, and to be of the kind and quality specified in the proposal, for a period of one year from the date of supply.
- 1.2 The Company makes no warranty whatsoever as to:
- 1.3 Any goods sold hereunder which have been repaired or altered by anyone other than the Company.
Goods manufactured by others, which may be incorporated with equipment installed or sold hereunder; however, the manufacturer’s warranty for such goods shall be assigned to the purchaser, if possible.
- 1.4 Purchaser and the Company agree that purchaser’s sole remedy against the Company and/or its suppliers for any defects in the goods sold hereunder, whether purchaser’s claim arises under the warranty set forth above, or otherwise, shall be limited to the repair or replacement, at the Company’s option (during normal working hours) of any parts, FOB the Company’s source of the parts. The Company shall have no obligation to pay for installation, or removal of said parts.
- 1.5 If goods manufactured or sold by the Company are installed, or installation is supervised by the Company or an authorized agent, the warranty period shall commence upon completion of installation, provided installation is not unreasonably delayed by purchaser, in which event the warranty period shall commence when installation could have been completed absent such delays. On all other goods, the warranty period shall commence upon tender of delivery to Purchaser.

2. SOFTWARE LICENSE

- 2.1 GRANT OF SOFTWARE LICENSE. The Company grants a limited, non-exclusive license to use (not own) one copy of the purchased software per unique computer under the Licensee’s custody or control, and subject to the following restrictions and conditions of this Agreement.
- 2.2 Sole Remedy. The sole remedy of the Licensee for any damages related to use of the software shall be the replacement of the software or a refund of the value of the software, at the Company’s option, provided that the Licensee notifies the Company in writing within one year of the purchase date.
- 2.3 Updates. The Company will provide Software maintenance and/or updates for a period of one year from the purchase date. Thereafter, should the Company elect to provide maintenance or updates, the Company may charge a fee (in an amount determined by the Company) for such products or services, or may waive said fee at its sole election.
- 2.4 TITLE TO SOFTWARE. All title, copyrights and trademarks in and to the Software including any accompanying printed material, and any copies of the Software, and all enhancements, modifications and updates to the Software, are owned by the Company.

3. DELIVERY and SCHEDULE

- 3.1 Dates of shipping, delivery, or completion, as may be stated in the Company’s proposals, are approximate and assume prompt receipt of all necessary information and reasonable cooperation from purchaser. Delivery schedules are set from the date of receipt of system down payments.
- 3.2 The company shall not be liable for delay in its performance of the contract, due to force majeure or causes beyond its reasonable control. In the event of any such delay, date of delivery shall be extended for a period of time equal to that lost by reason of the delay.

4. COMPANY DESIGNS and STANDARDS

- 4.1 Because the Company is constantly improving its products, the designs, dimensions, and weights shown in its proposals, while sufficiently accurate for most purposes are subject to variation. If extreme accuracy is required, additional information and certification will be provided upon request after receipt of order.

INDEMNITY

The person or Company listed above agrees to indemnify, hold harmless and defend I-CUBE and its officers, employees, agents and representatives from and against:

Any liability, loss and expense arising by reason of claims by government, provisional, municipal, local or other authorities (including Suppliers of equipment) or any failure of those listed to comply with any Act of Parliament, law, ordinance, regulation or bye-law made with lawful authority by a government, provincial, municipal, local or other authority, provided that compliance by those listed with the above is required under the provisions of this Document, at law, or otherwise, including without limitation, failure of those listed to pay taxes, duties or fees; and

Any claim, liability, loss or expense arising from actual or asserted infringement or improper appropriation or use by those listed of trade secrets, proprietary information, know-how, copyright rights (both statutory and non-statutory) or patented or unpatented inventions or actual or alleged unauthorised imitation of the WORK of others arising out of the use or sale of materials, equipment, methods, processes, designs, information, or other things including construction facilities furnished those listed or its nominated personal in or for performance of the WORK; and

Any claim, demand, cause of action, loss, expense, or liability on account of injury to or death of persons (including the employees of the I-CUBE) or damage to or loss of property including the property of the OWNER arising directly or indirectly out of the acts or omissions to those listed or its SUB Contractor's or the employees or any thereof, in the performance of the work, including without limitation, such claims, loss of liability arising from the use or operation by those listed of construction equipment, tools, scaffolding, or facilities furnished to those listed by I-CUBE to perform the work, irrespective of whether party to be indemnified was concurrently negligent, whether actively or passively, and including any expenses and attorney's fees incurred by I-CUBE for legal action to enforce those listed indemnification obligations under this clause, but excepting where the injury or death of persons or damage to or loss of property was caused by the sole negligence or wilful misconduct of the party to be indemnified; and

Any claim, demand, cause of action, loss, expense or liability on account of actual or alleged contamination, pollution, or public or private nuisance, arising directly or indirectly out of the acts or omissions to act of those listed or its SUBCONTRACTORS in the performance of the WORK.

I-CUBE INTEGRATED INTELLIGENT IMAGING Specialists in Face & License Plate Recognition	
Barry T. Dudley MBA (IT) MSc (Image Analysis) Technical Services	
MADADEBI 32 Kloof Falls Road Kloof, Durban 3610 EweZulu-Natal South Africa	Email: bt@dudley@I-Cube.co.za Website: www.I-Cube.co.za Ph / Fax: 031 764 3077 Cell: 082 562 8225

License Plate Recognition Digitally read and identify number plates Ideal for: access control, Parking, Toll Roads, Stolen Car Identification, Traffic Enforcement, Speeding & Roadblocks
Face Recognition Match a given face to a database of faces Ideal for: Access control at businesses, residential buildings, schools, hospitals as well as identification at police stations, airports, stadium, malls, casinos