END USER LICENSE AGREEMENT

This End User License Agreement (the "EULA") is a legal agreement between the end-user Customer of Mentis Sciences, Inc.'s hardware and software (the "Customer") and Mentis Sciences, Inc. ("Mentis") regarding Customer's use of the Software (as defined below). Mentis is willing to license the Software to Customer upon the condition that it accepts and complies with the terms contained in this EULA, the Limited Warranty - Hardware and Software, plus any additional terms in any supplemental license accompanying Mentis Software where Customer accepts such supplemental license at the time of download (the "Supplemental Terms", together with the EULA, the "Agreement"). To the extent of any conflict between the terms of this EULA and any Supplemental Terms, the Supplemental Terms will apply to the applicable Software.

I. **DEFINITIONS.**
   a. **"Mentis Hardware"** means the Mentis-branded hardware products, purchased from Mentis directly or through an authorized Mentis channel partner ("Approved Source") that may include Software and expressly excludes third party non-Mentis branded hardware products that may run Software.
   b. **"Product(s)"** means the Software, Mentis Hardware, and/or any combination thereof.
   c. **"Software"** means the object or binary code or firmware, any accompanying documentation, and any upgrades or updates therefore, that are provided by Mentis or an Approved Source on Mentis' behalf, and either are (i) included with or embedded in the Mentis Hardware, or (ii) provided as a stand-alone software product. For the avoidance of doubt, Software expressly excludes third party software.

II. **LICENSE GRANT. S**ubject to and conditioned upon Customer's compliance with the restrictions and terms set forth in the Agreement and full payment of any applicable fees, unless otherwise set forth in the applicable Supplemental Terms:
   a. Mentis hereby grants Customer a non-exclusive, non-sublicensable (except as expressly set forth in Section 2(b) below), non-transferable (except as specified in Section 10 below) worldwide license to (i) use the Software in object code format solely with the Mentis Hardware for Customer's internal businesses purposes only; and (ii) transfer the Software solely as incorporated in the Mentis Hardware and solely in connection with the sale of such Mentis Hardware, as applicable; and
   b. Mentis further hereby grants to Customer the right to sublicense Customer's rights under Section 2(a)(i) to Customer's contractors and subcontractors without further sublicense rights; provided that (i) such sublicensed rights are for the sole purpose of providing services to Customer and are subject to all of the limitations set forth in the Agreement; and (ii) Customer will be liable for any actions of, or failure to act by, the contractors and subcontractors as if such actions or inactions were Customer's.

III.   **RESTRICTIONS.** Customer will not, nor will it allow or authorize any third party to:

   a. Copy, duplicate, disclose, distribute, modify, sublicense (except as expressly set forth in sub-section 2(b) above), license, transfer (except as expressly permitted herein in connection with the sale to a third party of Mentis Hardware), or exploit or create derivative works of the Products or permit any third party to do so;

   b. Use, transfer, or distribute the Software in competition with Mentis;

   c. Decompile, reverse translate, disassemble, or reverse engineer the Software or cause the Software to be subject to any open source obligations or release;

   d. Remove any proprietary markings or copyright notices from any Mentis Hardware or Software, or translate the Software into any other format or language without Mentis' prior written consent;

   e. Publicly display, transmit or use supporting documentation for any other purpose other than to support Customer's authorized use of the Products within its internal organization; or

   f. Create, disclose, distribute, sublicense, license or otherwise transfer any implementation of Mentis' application programming interfaces ("APIs") except to support Customer's authorized use of the Products within its internal organization.

IV.   **OWNERSHIP.** The license granted in this Agreement is not a transfer or a sale of Mentis' ownership rights in the Software or its intellectual property. Except for the license specifically granted in this Agreement, Mentis retains all right, title, and interest in and to the Software, the related source code and intellectual property, and any and all modifications or derivatives. The Software is confidential to Mentis and protected by applicable trade secret and intellectual property laws.

V.   **OPEN SOURCE AND THIRD PARTY SOFTWARE.** The Software may contain or be distributed with third party software covered by an open source software license that supersedes the licensing terms of this Agreement to the extent required by that open source license ("Open Source Code"). All open source software is provided WITHOUT ANY WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. Further, notwithstanding any language contained in the Agreement, Mentis has no obligation to defend, indemnify, or hold Customer harmless from and against any claim that any Open Source Code infringes any intellectual property right, nor will Mentis be liable for any damages, costs, or expenses incurred in connection therewith. If, and to the extent required by the applicable open source license, Mentis will make available the required source code for the open source software in response to Customer's request.

VI.   **CUSTOMER USE OF PRODUCTS.** Customer has the sole obligation to manage, secure, and oversee its network and tools, and, provide notices, as necessary, to its users that their use of Customer's computers, electronic appliances, and devices (and those of users on Customer's network) may be monitored, inspected, or decrypted.

VII. **TERM AND TERMINATION.** This Agreement is effective as of the date of Customer's first use or access, or installation of the Software and remains in effect for one-year, or until Customer's failure to comply with any term of this Agreement, including any failure to pay license fees, if applicable, whichever occurs sooner. Customer may terminate the License Grant section of this EULA at any time upon written notice to Mentis that it has transferred or sold to a third party the Mentis Hardware containing the Software. Any such termination will not entitle Customer to a refund for any Products or for Support and Maintenance, which is not transferable. Mentis' rights and Customer's obligations survive the termination of this Agreement. Upon termination of this Agreement and upon Mentis' request, Customer will certify in writing to Mentis that all instances and copies of the Software, or any portion thereof (other than firmware), have either been returned to Mentis or otherwise destroyed or deleted from any of its devices or storage devices.

VIII. **AUDIT.** Customer will keep current, complete, and accurate records regarding the installation and use of the Software. Customer will provide such information to Mentis and certify that it has paid all related fees, if applicable, within five business days of any written request, so long as Mentis does not make more than one request during any 12-month period. Except to the extent prohibited by applicable law, Customer will, after reasonable prior notice from Mentis, provide Mentis with reasonable access to its premises, records, and personnel so that Mentis or its designee may audit and confirm compliance with this Agreement. If an audit reveals any non-permitted reproduction, installation, or use of the Software, Customer will (i) promptly comply with this Agreement, (ii) pay the additional fees (at Mentis' then-current rates) due plus interest at the rate of 1.5% per month, and (iii) promptly reimburse Mentis for its reasonable costs of conducting the audit if the audit reveals noncompliance.

IX. **INDEMNIFICATION.**
   a. **Indemnification**. Customer agrees to defend and indemnify Mentis (and our subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees), against any and all third-party claims or demands, actions, proceedings and suits and all related liabilities, damages, settlements, penalties, fines costs and expenses incurred by us, due to or arising out of Customer's distribution of the Product, Customer's or End User's use of the Product, Customer or Customer's Personnel's violation of this Agreement, or Customer or Customer's Personnel's violation of any rights of another.
   b. **Procedure**. For the indemnification obligation above to be applicable, Mentis shall (1) promptly notify the Customer in writing of any such claim and offer the Customer the opportunity to control the defense and all related settlement negotiations, and (2) cooperate with the Customer, at the Customer's expense, in defending or settling such claim. The Customer shall not have any right, without Mentis' written consent, to settle any such claim if such settlement contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of the Mentis.
   c. **Indemnification Obligation**. The obligation of the Customer to "defend and indemnify" under paragraph (a) above means the Customer will pay any damages,

fines, penalties and costs finally awarded against Mentis in such action or proceeding that are attributable to such claim referred to above, and the cost of a settlement agreed to by Mentis; and also that the Customer shall also bear all costs of defense that the Customer incurs in connection therewith (including legal fees), and the out-of-pocket expenses of Mentis in connection with the defense by the Customer. Mentis may also engage its own counsel in connection with such claim or proceeding, but the expense of such attorney shall be at Mentis' sole expense.

X. **INTELLECTUAL PROPERTY.** Mentis, its logo, and all other names, logos, or icons identifying Mentis and its programs, products, and services are proprietary, and any use of identical or confusingly similar marks, including as domain names, without Mentis' express written permission is strictly prohibited. If Customer provides any feedback to Mentis concerning the functionality and performance of the Products (including identifying potential errors, enhancements, and improvements) ("Feedback"), Customer hereby assigns to Mentis all right, title, and interest in and to the Feedback. Mentis may use Feedback without any payment or restriction.

XI. **COMPLIANCE WITH LAWS AND EXPORT RESTRICTIONS.** The Products are subject to U.S. export control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations maintained by the Department of State. Customer will comply with all applicable laws and regulations regarding use of the Products, including all U.S. export control laws and regulations as well as those of any country of import and/or export. Customer covenants that it will not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Products or technology received from Mentis to any destination, entity, or person prohibited by the laws or regulations of the United States. In addition, Customer may not use the Products for any end-use prohibited by the laws or regulations of the United States without obtaining prior authorization from the competent government authorities as legally required. Customer will indemnify, to the fullest extent permitted by law, Mentis from and against any fines or penalties that may arise as a result of its breach of this Section. This Section will survive indefinitely.

XII. **U.S. FEDERAL GOVERNMENT.** This Section applies to all acquisitions of the Software by or for the federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the federal government. By accepting delivery of the Software, the government hereby agrees that this software qualifies as "commercial" computer software within the meaning of the acquisition regulation(s) applicable to this procurement. The terms and conditions of this Agreement will pertain to the government's use and disclosure of the Software, and supersede any conflicting contractual terms and conditions. If this Agreement fails to meet the government's needs or is inconsistent in any way with Federal law, the government agrees to return the Software, unused, to Mentis. The following additional statement applies only to acquisitions governed by DFARS Subpart 227.4 (October 1988): Restricted Rights – Use, duplication, and disclosure by the

Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT. 1988).

XIII. **EQUITABLE RELIEF.** Customer acknowledges that (a) the Software is confidential and proprietary to Mentis and contains valuable trade secrets; (b) any breach, threatened or actual, of this Agreement will cause irreparable injury to Mentis; (c) such injury would not be quantifiable in monetary damages; and (d) Mentis would not have an adequate remedy at law in the event of such a breach or threatened breach. Customer therefore agrees that Mentis will be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of Customer's obligations under any provision of this Agreement. Accordingly, Customer hereby waives any requirement that Mentis post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to Mentis to enforce any provision of this Agreement.

XIV. **ARBITRATION.** Except for the right of Mentis to apply to a court of competent jurisdiction for equitable relief to preserve the status quo or prevent irreparable harm, any dispute as to the interpretation, enforcement, breach, or termination of this Agreement will be settled by binding arbitration in Hillsborough County, New Hampshire, U.S.A. under the Rules of the American Arbitration Association by one arbitrator appointed in accordance with the Rules. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The prevailing party will be entitled to receive from the other party its attorneys' fees and costs incurred in connection with any arbitration.

XV. **GENERAL.** This Agreement is governed by the laws of the State of New Hampshire, without reference to its conflict of laws principles. Except as set forth above, any dispute regarding this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in Hillsborough County, New Hampshire. This Agreement is the entire agreement between Customer and Mentis and supersedes any other communications with respect to the Software. Additional or conflicting terms on any purchase order or other document issued by Customer or any Approved Source will have no force or effect. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will continue in full. No waiver by either party of any rights under the Agreement will be effective unless such waiver is in a writing signed by the party against whom enforcement is sought. Any notices relating to this Agreement should be sent via receipted delivery to Mentis Sciences, Inc., Attention: Legal Department, 215 Canal Street, Manchester, NH 03101.