

MENTIS SCIENCES, INC.
MENTIS SCIENCES EDUCATIONAL TOOLKIT

LIMITED WARRANTY - Hardware and Software

This Limited Warranty for Hardware and Software (this "Limited Warranty") sets forth the terms by which Mentis Sciences, Inc. ("Mentis") will repair or replace Mentis-manufactured Products that contain defects in material and workmanship that cause the Products to fail to conform with the applicable Mentis-published specifications (collectively, the "Defects"). This Limited Warranty covers Mentis-manufactured software (the "Software") and Mentis-manufactured hardware (the "Hardware") and the Software and Hardware are sometimes referred to in this Limited Warranty together as the "Products." This Limited Warranty is available only to the original end use customer (the "Customer") and solely covers Products purchased from Mentis or its authorized partners.

Hardware

For one year from the initial date that the Hardware is shipped by Mentis or its designee ("Hardware Coverage Period"), Mentis will, at its option, repair or replace such Hardware determined by Mentis to have a Defect provided that: (a) the Hardware has been used within normal operating conditions; (b) the Customer notifies the Mentis technical support team ("Technical Support") of the suspected Defect during the Hardware Coverage Period; (c) Technical Support reproduces and validates the Defect; and (d) Customer complies with this Limited Warranty. Mentis may, at its option, repair or replace any such Hardware with validated Defects with new or equivalent-to-new components or hardware with equivalent fit, form, and function. Any hardware without validated Defects will be repaired at Customer's expense and at Mentis' then-current professional service rates.

Process: Customer must first contact Technical Support to obtain approval to return the Hardware that Customer suspects has a Defect. Upon Customer's receipt of Technical Support's approval of Customer's return of the such Hardware, Customer is responsible for shipping the suspect Hardware, in either its original packaging or packaging affording an equal degree of protection, to the designated location. Customer will be responsible for all costs related to the return of the suspect Hardware to Mentis' designated location.

Software

For one year from the date the Software is initially shipped to or downloaded by the Customer ("Software Coverage Period"), as applicable, Mentis will use commercially reasonable efforts to provide the Customer a correction or workaround for any Defects in the Software provided that: (a) the suspected Defect occurs when the Software is used within normal operating conditions as permitted in Mentis' End User License Agreement; (b) the Customer notifies Technical Support of the suspected Defect during the Software Coverage Period; (c) Technical Support reproduces and validates the Defect; and (d) Customer complies with this Limited Warranty.

Hardware and Software

Technical Support Contact Information: For contact details, please visit <http://www.mentissciences.com/contact-us/index>

Limitations: This Limited Warranty is non-transferable and only covers Defects. This Limited Warranty does not cover issues caused by (a) Customer's failure to implement Software updates; (b) acts of God, (c) acts of government; (d) misuse or abuse, (e) Customer instructions, installation, or set up adjustments; (f) modifications of or to any part of the Products; (g) accident or damage; or (h) use of the Software other than as permitted in Mentis' End User License Agreement. This Limited Warranty does not apply to Products sold AS IS or WITH ALL FAULTS, nor does it apply to open source software, which is provided subject to the terms and conditions of the applicable open source license. Further, this Limited Warranty is invalid if the factory-applied serial number has been altered or removed from the Product. Mentis may require Customer to provide proof of purchase by Customer and of the applicable shipment date.

Disclaimer of Warranties: EXCEPT AS EXPRESSLY SET FORTH HEREIN THE PRODUCTS ARE PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY. TO THE EXTENT PERMITTED BY LAW, MENTIS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NONINFRINGEMENT. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE COVERAGE PERIOD. THIS LIMITED WARRANTY SUPERSEDES ANY PRIOR AGREEMENTS OR REPRESENTATIONS—INCLUDING REPRESENTATIONS MADE IN MENTIS SALES LITERATURE OR ADVICE GIVEN BY MENTIS, ANY MENTIS AUTHORIZED PARTNER, OR AN AGENT OR EMPLOYEE THEREOF—THAT MAY HAVE BEEN MADE IN CONNECTION WITH THE PURCHASE OF A PRODUCT. NO CHANGE TO THIS LIMITED WARRANTY IS VALID UNLESS IT IS MADE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF MENTIS.

Limitations of Liability: MENTIS WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR LOST DATA, IN CONNECTION WITH THE PRODUCTS. IF A PRODUCT CONTAINS A DEFECT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT OF THE PRODUCT. MENTIS' MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY PRODUCT. THESE LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF THE NATURE OR THEORY OF THE CLAIM AND WILL BE EFFECTIVE EVEN IF MENTIS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY DAMAGES. THE LIMITATIONS IN THIS LIMITED WARRANTY WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

Force Majeure: Notwithstanding any other provision of this Agreement, Mentis will have no liability for any cessation, interruption, or delay in the performance of its obligations under this Limited Warranty due to causes beyond its reasonable control including: natural disaster, act of God, act of government, labor controversy or threat thereof, civil disturbance or commotion, acts or threats of terrorism, war, or armed conflict.

Choice of Law; Venue: This Agreement is governed by the laws of the State of New Hampshire, without reference to its conflict of laws principles. Any dispute regarding this Limited Warranty will be subject to the exclusive jurisdiction of the state and federal courts located in Hillsborough County, New Hampshire, U.S.A.