

**Electrical Geodesics, Inc. (EGI)
General Terms and Conditions**

The products covered by this proposal are offered under the following terms and conditions.

1. Authorized Use

Your right to utilize these products is strictly limited to research purposes; you may not use them for medical treatment or diagnosis. The products covered by this purchase order have not been approved for use as a Medical Device by the FDA, nor have they been certified as compliant with the European Union Medical Device Directive. You will be solely responsible for the proper and safe conduct of your research studies. All use of these products must be in compliance with appropriate human subjects procedures as they exist within your institution and will be your obligation. It is further agreed that all such human subject protections will under no circumstances be less than those required to be afforded to research subjects under the provisions of Section 45 CFR 46 of the Code of Federal Regulations.

2. Warranty Disclaimer and Support

2.1.1 Limited Warranty. Electrical Geodesics, Inc. (EGI) warrants that the EGI Manufactured Equipment/Software described in the attached proposal, when delivered, properly installed, and used in accordance with EGI's instructions, will conform to EGI's most current version of the published specifications for such Equipment/software or to those specifications in effect as of the date the Equipment/Software was originally delivered to Customer in all material respects. Equipment or Software manufactured or developed by a company other than EGI shall be sold only with the warranty and support provided by the original manufacturer. No additional warranty or support is offered by EGI. As EGI's sole responsibility and Customer's exclusive remedy in the event of any material nonconformity, EGI shall, at its option, make a reasonable effort to repair or replace the Equipment/Software so it is conforming or shall reimburse Customer's purchase price for the pertinent parts of the Equipment/Software. Any claim based on the foregoing warranty must be submitted in writing in accordance with EGI's standard procedures within three hundred and sixty-five (365) days after delivery of the Equipment/Software. Such warranty shall not apply to Equipment that has been modified or altered. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EGI MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE SYSTEM, THE DESIGN OR CONDITION OF THE EQUIPMENT OR SOFTWARE, OR ANY OUTPUT BASED ON USE OF THE SYSTEM. EGI SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EQUIPMENT MANUFACTURED BY COMPANIES OTHER THAN EGI WILL BE WARRANTED AND SUPPORTED ONLY TO THE EXTENT WARRANTED AND SUPPORTED BY THE ORIGINAL MANUFACTURER.

2.1.2 Warranty Repairs.

If, during the period described in Section 2.1.1, any Equipment/Software component fails to conform to the Warranty specifications that component will be replaced or repaired at EGI. For warranty-covered repair work, if

possible, a loaner component will be provided if the anticipated repair period is in excess of two weeks. Shipping expenses incident to repairs and loaner equipment will be paid by customer. If a loaner component cannot be provided, Customer's warranty will be extended an additional two days for every day their system is not operational.

2.2 Support after the warranty year

Support for products will be offered in accordance with the then current, support policies for the economic life of the product.

3. Beta Program Product

If a product is labeled beta in the attached proposal the following terms apply:

THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY ELECTRICAL GEODESICS, INC. EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE LICENSED PRODUCT, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. LICENSER DOES NOT WARRANT THAT THE LICENSED PRODUCT WILL MEET LICENSEE'S NEEDS OR BE FREE FROM ERRORS, OR THAT THE OPERATIONS OF THE LICENSED PRODUCT WILL BE UNINTERRUPTED. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT. LICENSER WILL NOT BE RESPONSIBLE FOR LOSSES OF ANY TYPE AS A RESULT OF LICENSEE'S USE OF THE PRODUCT.

4. Limitation of Liability.

The total liability of EGI (including its subcontractors and suppliers) for all claims, whether in contract, tort (including negligence and product liability), or otherwise, arising out of, connected with, or resulting from the manufacture, sale delivery, resale, repair, replacement, or use of any item of Equipment shall not exceed the price allocable to such item of Equipment. This limitation of liability is intended to apply to all claims including, but not limited to those of research subjects, without regard to which other provisions of this Agreement have been breached or proven ineffective. In no event shall EGI be liable for indirect, or special damages, including (without limitation) damages for loss of revenue, cost of capital, claims of customers for service interruptions or failure of supply, injuries to persons or equipment, and costs and expenses incurred in connection with labor, overhead, transportation, installation, or removal of equipment or programming or substitute facilities or supply sources.

5. Relationship to Service Agreement.

Customer will be offered a service agreement at an additional cost covering Equipment repairs and service outside the warranty period. Repairs on a parts and labor basis is also available.

6. No Acceptance Varying Terms.

No acceptance shall be valid that purports to vary these terms unless agreed to by EGI in writing.

7. English Language Only.

All products manuals, labels, and related materials provided with the products will be in English only.