

LEGAL DISCLAIMER ON USE OF MENTICE PRODUCTS, SOFTWARE AND EQUIPMENT

2. Customer Covenants; Disclaimers; Limitations on Liability.

- a. **Additional Customer Covenants.** Customer acknowledges and agrees that Products, Software and Equipment identified in the corresponding quotation, purchase order or order form (collectively, the “System”) are (i) specific educational and training products and tools (ii) not certified as a medical device; (iii) not intended for any clinical or diagnostic use and (iv) intended to be used solely for non-commercial, medical training and performance improvement purposes. Customer further acknowledges and agrees that at all times, it and its affiliates, and each of their employees, contractors, agents and representatives using, operating, accessing or otherwise viewing the System (each a “User”) will use the System (x) solely in connection with such educational training and performance improvement purposes; (xi) in compliance with all applicable laws and regulations; and (xii) in accordance with this Agreement and any user documentation, instruction manuals, guides and/or requirements provided by Supplier. Customer agrees that at no time shall the System be used to (xii) diagnose, treat or cure a human being’s condition or in a life-saving situation; or (xiii) support professional medical decisions, diagnosis or treatments, or replace any diagnosis, recommendation, advice, treatment or decision by an appropriately trained and licensed physician. USE OF THE SYSTEM WITH REAL SUBJECTS COULD CAUSE SERIOUS INJURY OR DEATH.

Customer shall be responsible to ensure that all of Users comply with the provisions of the Agreement, the End User License Agreement and any documentation, instruction manuals, guides and requirements provided by Supplier. A breach or failure by a User to comply with the terms of this Additional Customer Covenants Section , shall be deemed a breach of the Agreement by Customer, and Customer shall be primarily and directly responsible for and liable to Supplier for any such breach and/or failure, and for all damages, loss, expenses and fees, including reasonable attorney’s fees, arising therefrom.

- b. **DISCLAIMERS.** SUPPLIER MAKES NO REPRESENTATIONS OR WARRANTIES AND SHALL NOT BE RESPONSIBLE FOR THE COMPETENCY OF ANY PERSON WHO MAY RECEIVE EDUCATIONAL INFORMATION AND/OR MEDICAL TRAINING BASED ON THE SYSTEM OR FOR THE EXERCISE OF HIS OR HER SKILLS BY SUCH PERSON AFTER COMPLETION OF ANY TRAINING, COURSES OR CURRICULUM USING THE SYSTEM. SUPPLIER DOES NOT GUARANTEE THAT ANY PERSON RECEIVING EDUCATIONAL INFORMATION AND/OR TRAINING FROM THE SYSTEM DELIVERED PURSUANT TO THE AGREEMENT WILL ACHIEVE THE NECESSARY PROFICIENCY TO QUALIFY FOR ANY LICENSE, CERTIFICATES OR RATINGS ISSUED BY ANY REGULATORY AGENCY OR GOVERNMENT AUTHORITY.

SUPPLIER MAKES NO REPRESENTATION OR WARRANTIES THAT THE SYSTEM AND THE MEDICAL INFORMATION AND TRAINING PROVIDED ON THE SYSTEM: (A) WILL BE CONSTANTLY AVAILABLE, OR AVAILABLE AT ALL; OR (B) IS ERROR-FREE, COMPLETE, TRUE, ACCURATE, UP TO DATE AND/OR NON-MISLEADING. USERS OF THE SYSTEM USE THE SYSTEM WITH FULL KNOWLEDGE AND AWARENESS THAT THEY WAIVE ANY CLAIM THEY MAY HAVE AGAINST SUPPLIER FOR RELIANCE ON ANY INFORMATION PRESENTED THROUGH THE SYSTEM.

- c. **LIMITATIONS ON LIABILITY.** IN NO EVENT WILL SUPPLIER BE LIABLE FOR ANY PERSONAL INJURY LOSS OF USE, LOSS OF PROFIT, INTERRUPTION OF BUSINESS, OR ANY INDIRECT,

SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF SUPPLIER HAS BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SUPPLIER'S LIABILITY TO CUSTOMER FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE PURCHASE PRICE OF THE SYSTEM PAID BY CUSTOMER.

IT IS FURTHER UNDERSTOOD THAT SUPPLIER SHALL ALSO HAVE NO LIABILITY WHATSOEVER CONCERNING DAMAGES ARISING OUT OF OR RELATING TO UNAUTHORISED ACCESS, USE AND/OR ALTERATION OR DESTRUCTION, BY ANY THIRD PARTY, INCLUDING ANY USERS, OF THE SYSTEM OR ANY DATA CONTAINED THEREON OR CREATED BY THE SYSTEM OR THE CUSTOMER'S COMPUTER SYSTEM.

- d. **Indemnification by Customer.** In addition to any other indemnification obligations contained herein, Customer will indemnify, defend and hold Supplier harmless from any and all claims, losses, damages and expenses, including reasonable attorneys' fees arising from any unauthorized or prohibited use of the System or any breach by it, its affiliates, and each of their Users, of the provision of this **Section [2]**.

Company information:

*Mentice AB / corporate identity No. 556556-4241 / address: Odinsgatan 10, SE-411 03 Gothenburg, Sweden
company seat: Gothenburg, Sweden / email: info@mentice.com telephone: 0046 (0) 31 339 94 00 / VAT No. SE556556424101*

[End of Mentice Legal Disclaimer]