

Control Bionics Incorporated  
LIMITED WARRANTY

VERSION EFFECTIVE 01/05/23

Except as otherwise expressly provided, capitalized terms used in this Limited Warranty shall have the meanings given them in this Limited Warranty or, if not defined in this Limited Warranty, then the meanings given them in the Control Bionics Terms and Conditions of Sale as in effect on the Date of Sale. “Control Bionics” means Control Bionics Incorporated. “Date of Sale” means the date the Product was first shipped to the purchaser, end user, or their designee for shipping purposes as determined by reference to confirmation of pick up by the carrier. “Mandatory Law” means mandatory laws applicable to You (which may include the Magnuson Moss Act) that application of which by law may not be disclaimed, excluded, or eliminated by Control Bionics. “Products” means any products sold by Control Bionics. “You” and other forms of that pronoun shall mean the initial purchaser or the patient for whom a Product was purchased or to whom a Product was delivered and any later transferee of or user or possessor of the Products. Note that the duration of any original Warranty is not extended by repair or replacement under the Warranty.

**Limited Warranty**

1. THE LIMITED WARRANTY. Control Bionics warrants the following Products (the “Warranted Products”) to be free of material defects in materials or workmanship and to function in accordance with the use as intended by Control Bionics (which is solely for communication), in all cases wear, tear, abuse, and accidental damage excepted, for the duration specified (such duration, the “Warranty Period”) as follows (such warranty, the “Warranty”):

- For twenty-four (24) months (or such longer time as may have been purchased by You as an extended warranty) from the Date of Sale (the “Device Warranty Period”), any speech generation device Product (excluding batteries) consisting of any combination of (each such combination, a “Device”): third-party tablet (Apple, Microsoft, etc.), NeuroNode, NeuroSwitch, eye-gaze camera, any mounting plate that attaches to the tablet or that attaches the eye-gaze device to the tablet and that comes with the Device, and any software installed on the tablet;
- For twelve (12) months from the Date of Sale, any batteries, the Cosmos Connect, or the NeuroEducator; and
- For ninety (90) days from the Date of Sale, all non-consumable accessories (including mounting plates or other mounting hardware that do not mount to the Device, non-consumable cables, cords, chargers, switches, and the Control Bionics Backpack) other than those that are supplied with a separate warranty from the manufacturer (in which case the separate manufacturer’s warranty shall apply), and all separately provided or downloadable software (if any) from Control Bionics.

Other than with respect to the Warranted Products, Control Bionics does not provide any written warranty for any other Products, including without limitation, consumables. However, some Products may be covered by statutory warranties that are deemed provided by Control Bionics and which may not be disclaimed under Mandatory Law (such statutory warranties, “Mandatory Warranties”).

2. SUPPORT AND SERVICE. A Device comes with one-year (from the Date of Sale) of 24/7 remote customer support by email or telephone; provided, however, that the total hours of such support provided by Control Bionics shall be limited to 48 hours of aggregate support time in any one such year (note that this limitation also applies to additional purchased years of customer support). The customer support

number is 1-855-831-7521 and the customer support email is [support@controlbionics.com](mailto:support@controlbionics.com). Customer support includes assistance with following: the Device or the Control Bionics Software, product troubleshooting, threshold refinement, alternative electrode placement, and refining and customizing the settings of the user's accessibility suite.

3. **WARRANTY PROCESS.** If You discover a defect in a Warranted Product within the applicable Warranty period, You must notify Control Bionics in writing at 745 Center Street, Suite 303, Milford, Ohio 45150 or by email at [support@controlbionics.com](mailto:support@controlbionics.com) prior to the end of such applicable Warranty Period, and You must first obtain a Return to Manufacturer Authorization from Control Bionics before returning any Product that is hardware. Software updates and replacements must be done remotely by contacting Control Bionics at either of such addresses. Control Bionics will have the right to determine in its reasonable discretion whether the identified defect or problem is covered by the Warranty. Should the defect or problem in hardware be covered by the Warranty, Control Bionics will, at its option, repair Your Warranted Product or replace the Warranted Product with a new or refurbished unit of the same or similar model, provided, however, that Control Bionics' sole responsibility with respect to any material defects in software discovered and notified to Control Bionics within the applicable warranty period, shall be to remedy the software defect, or, if the defect concerns software provided by a third party, notify the third party of such defect and assist You in obtaining an update of such software from such third party. Original box/documentation sent back for a repair may not be returned. Although Control Bionics will do its best to accommodate Your needs if warranty repairs are necessary, neither the Warranty nor any Mandatory Warranty guarantees uninterrupted use of a Product or any part thereof. Shipping on warranty claims will be covered to the extent provided in the agreement with the funding source; shipping charges may apply.

4. **SPECIAL MEDICARE/MEDICAID PROVISIONS.** If purchase of a Warranted Product is being funded by Medicare or Medicaid, then the following shall also apply notwithstanding anything to the contrary: (a) Control Bionics will honor all warranties express and implied under state law that are applicable to the Product (which warranties shall in the case of Medicare or Medicaid beneficiaries only then become part of the Warranty for such particular Product); (b) Control Bionics will notify all Medicare and Medicaid beneficiaries regarding Control Bionics' warranty coverage of and for any Products that are sold or rented to them under Medicare or Medicaid; (c) Control Bionics will not charge the Medicare or Medicaid beneficiary or the program for the repair or replacement of items or services covered under the Warranty; and (d) an owner's manual with Warranty information will be provided to Medicare and Medicaid beneficiaries for all durable medical equipment where this manual is made available. In accordance with 42 CFR § 424.57, currently available at <https://www.ecfr.gov/current/title-42/chapter-IV/subchapter-B/part-424/subpart-D/section-424.57>, You are hereby notified of the requirements contained therein applicable to Control Bionics as a supplier of durable medical equipment. If Medicare, Medicaid, or a private insurance paid for the initial purchase of Your device, funding may be available to cover repair costs that are not otherwise covered under the Warranty.

#### 5. LIMITATIONS ON WARRANTIES.

A. **ON ALL WARRANTIES.** Products and accessories other than the Warranted Products (such products and accessories, "Non-Warranted Products") are not covered by the Warranty, but may be covered by a Mandatory Warranty (where a Non-Warranted Product is covered by a Mandatory Warranty, it is a "Mandated Product"). To the maximum extent permitted by Mandatory Law, Control Bionics' total aggregate liability under the Warranty or any Mandatory Warranty shall not, in any case, exceed the obligation to repair or replace the Product in question. No Warranty or Mandatory Warranty (to the extent permitted by Mandatory Law) shall apply where the defect and/or malfunction is caused, whether in whole or in part, by: (a) Non-Warranted Products or third-party products (other than the

Warranted Products) or their use, (b) any alteration or modification to the Warranted Product by anyone other than Control Bionics, (c) any use of any part of the Warranted Product in a way which is inconsistent with its user manual or its purpose as intended by Control Bionics or any use by anyone other than the initial patient end-user or other initial end-user (the ‘Initial User’), (d) negligence or contributory negligence by You or the user or someone other than Control Bionics or disassembly or other modification of the Product by any party who is not expressly authorized by Control Bionics to conduct such disassembly or modification, or (d) normal or abnormal wear and tear, abuse, or accidental damage of any part of the Warranted Product or the Mandated Product. Separately purchased Non-Warranted Products come only with the warranty, if any, specified in the component or accessory packaging or as may be required by Mandatory Law.

**B. ON MANDATORY WARRANTIES.** To the maximum extent permitted by Mandatory Law: a Mandatory Warranty of a Non-Warranted Product shall be subject first, to all of the limitations set forth in any applicable warranty provided by any manufacturer of the Non-Warranted Product who is other than Control Bionics; and second, to the terms of the Warranty as if such product were a Warranted Product, with the Warranty Period being reduced to the shorter of three (3) months or the shortest period permitted by Mandatory Law; the Warranty replaces all other warranties in connection with any Product, express or implied including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, durability, title, or non-infringement of intellectual property; and all express and implied warranties (except to the extent excluded by the Magnuson Moss Act for Warranted Products) are excluded, disclaimed, and limited by the same limitations of the Warranty, including by limiting the duration of such to Warranty to the applicable Warranty Period or, if there is no such applicable Warranty Period for the Non-Warranted Product, the shortest period permitted by such Mandatory Law.

**C. COPIES OF THE WARRANTY.** If You have not received a physical copy of this limited warranty and want one, You may request one by writing to [support@controlbionics.com](mailto:support@controlbionics.com) or by sending a request in writing to Control Bionics at 745 Center Street, Suite 303, Milford OH 45150.

**6. OTHER PROVISIONS.** Parts of this Limited Warranty may not be enforceable as written under Mandatory Laws and/or You may be provided more rights under Mandatory Laws than are provided in this Limited Warranty. In such a case, to the fullest extent permitted by applicable Mandatory Law, this Limited Warranty shall be modified, or if Mandatory Law does not permit such modification, then they shall be eliminated, to the minimum extent possible to comply with such Mandatory Law while keeping to the maximum extent possible the economic intention of such provisions, and this Limited Warranty shall be modified (or so eliminated) to provide to the minimum extent permitted by such Mandatory Law and such mandatory rights. The amendments in this Limited Warranty from the previous versions of the Limited Warranty shall apply to all previous versions for Your benefit.

Control Bionics Incorporated  
TERMS AND CONDITIONS OF SALE  
(these “Terms”)

VERSION EFFECTIVE 01/05/23

Except as otherwise expressly provided, capitalized terms used in these Terms shall have the meanings given them in these Terms or, if not defined in these Terms, then the meanings given them in the Control Bionics Limited Warranty as in effect on the Date of Sale. These Terms shall continue to apply in the case of any transfer by You of a Product to any other person or entity, including by loan or by providing access, use, or possession, temporary or permanent.

1. LIMITATION OF LIABILITY/ASSUMPTION OF RISK.

A. You (You are liable to communicate these Terms to the Initial User if You are not the Initial User) and the Initial User each understand and acknowledge that use of certain Products entails certain risks and dangers, especially when used in connection with any other devices or to control any other devices, including risk of electrical shock if not handled properly, or risk of other bodily injuries or property damage.

B. TO THE MAXIMUM EXTENT PERMITTED BY MANDATORY LAW, YOU ASSUME ALL RISKS ASSOCIATED WITH YOUR USE OF ANY PRODUCT AND HOLD CONTROL BIONICS HARMLESS FROM ANY CLAIMS THAT YOU OR ANYONE CLAIMING THROUGH YOU MIGHT ARISE WITH RESPECT TO SUCH RISKS. FURTHERMORE, TO THE MAXIMUM EXTENT PERMITTED BY MANDATORY LAW, CONTROL BIONICS SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, WHETHER OR NOT CONTROL BIONICS MAY HAVE BEEN ADVISED OF THE CIRCUMSTANCES THAT MIGHT GIVE RISE TO ANY SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS OR GOODWILL, LOSS OF REVENUE OR LOSS OF PROFITS. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR SUCH DAMAGES, IN SUCH STATES OR JURISDICTIONS, CONTROL BIONICS’ LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY MANDATORY LAW.

C. You shall be liable to reimburse Control Bionics all costs, including without limitation reasonable attorneys’ fees and costs associated therewith, in collecting payments, in enforcing these Terms against You, or in repossessing any Product, whether or not a suit or proceeding was initiated by Control Bionics in connection with such collection or enforcement. A Product may not be (and You shall ensure it is not) used by anyone other than an end-user for the intended use. To the maximum extent permitted by Mandatory Law: any such other use shall void any all warranties that may be claimed against Control Bionics and shall relieve Control Bionics of any and all other liability of any kind in connection with the applicable Product or any services or other Products or products or parts supplied therewith, including liability for negligence of any kind, other than liability for willful misconduct; and Control Bionics’ liability to You or to any other person in connection with a Product for any reason or under any theory, shall be limited to the lesser of the price paid for such Product or its then fair value, including, without limitation, tort or product liability, and in no event, except as required by Mandatory Law, shall Control Bionics’ liability to You or anyone claiming through You exceed in the aggregate, the lesser of \$5,000 or the price You paid for the Product. You agree to obtain and maintain sufficient insurance, with a waiver of subrogation as against Control Bionics, to cover all risk of damage, including death, bodily injury, and

property damage, to You or any other user of Your Product arising out of any use of such Product (such insurance, the “Insurance”), and you agree to look solely to the Insurance for any recoupment of such damages.

2. INDEMNIFICATION. You hereby indemnify Control Bionics and its officers, directors, employees, and affiliates against and hold them all harmless from any damages, losses, costs, or expenses of any kind (including reasonable attorneys’ fees and costs) arising out of (a) any breach of these Terms by You or anyone who might claim through You, and (b) Your failure to obtain and maintain the Insurance.

3. SECURITY. If You are acquiring a Product on a rental basis, You hereby grant Control Bionics the right to file a UCC-1 statement covering the Product as security for the performance of Your obligations under these Terms and for any payments required to be made by You to Control Bionics in connection with the secured Product, and You hereby grant to Control Bionics an exclusive, first-priority lien in the Product for the same purpose. Upon demand by Control Bionics, You will execute a UCC-1 for Control Bionics as the secured party.

4. SOFTWARE LICENSE LIMITATIONS. To the extent any software is part of any Product or is installed by Control Bionics into a Product (such software, the “Device Software,” whether or not Control Bionics is the owner of such software, and any such Device Software owned or developed by Control Bionics, the “Control Bionics Software”), then to the maximum extent permitted by Mandatory Law the Device Software is licensed (and not transferred) only to the Device’s end-user, only for the intended use, and only for user with the Device being purchased or replaced. All Device Software provided by third-parties installed on any Product, in addition to being subject to this Section, is also subject to the terms and conditions of the license provided by such third-party for such Device Software. Without the prior written consent of Control Bionics or as otherwise may be required by Mandatory Law, You shall not, and shall not permit anyone else to reverse engineer, decompile, disassemble, or otherwise alter or access (in the object, machine or source code or any other code format), in whole or in part, a Product or any Device Software. You may not, and may not permit others to, (i) decompile, reverse-engineer, disassemble, or otherwise attempt to derive any of the source or other code for the Device Software except and only to the extent that Mandatory Law expressly permits, despite this limitation, (ii) work around any technical limitations in the Device Software. (iii) modify, alter or delete, or create any derivative work of, the Device Software, (iv) use the Device Software’s files and components within another operating system or application running on another operating system, (v) make more than one copy of the Device Software except and only to the extent that Mandatory Law expressly permits, despite this limitation, (vi) publish the Device Software for others to copy, or (vii) redistribute, encumber, sell, rent, lease, sublicense, transfer, or otherwise dispose of the Device Software or any parts of or rights therein other than as part of a Disposition of the Product containing the Device Software, whereby these Terms shall continue to apply to any such Product so disposed of. Rights to access the Device Software on any device do not give You any right to implement or practice any patents or other intellectual property in any Products.

5. PROVISIONS APPLICABLE TO RENTALS AND DEVICES NOT PAID FOR PRIOR TO SHIPPING. You are receiving from Control Bionics a Device on a rental basis or that is being shipped prior to receiving full payment from the funding source (such a Device, a “Retained Device”. To the maximum extent permitted by Mandatory Law, Control Bionics retains title to and ownership of the Retained Device (other than consumables as of their consumption and to the extent they have been consumed) unless and until title has been transferred in accordance with a purchase contract between You and Control Bionics or until full payment has been received, whichever occurs last; and You may not assign the rental agreement, or further rent or sublease the Retained Device or permit the use of the Retained Device by anyone else while it is subject of the lease or while it remains in whole or in part

unpaid for. Unless You enter into and fully perform such a purchase contract or pay for the Retained Device in full, You are obligated to return the Retained Device (including all unconsumed Consumables) to Control Bionics such that Control Bionics receives the returned Device within five (5) days of the end of the rental period or upon demand of Control Bionics if you otherwise fail to pay in full the purchase price. The Retained Device must be returned in good working order and in good condition other than ordinary wear and tear, otherwise You shall be liable to Control Bionics for payment of the full price of the Retained Device (and You authorize Control Bionics to charge Your credit card for such price). To the extent that any amount becomes due from You to Control Bionics and is paid late, the amount shall be subject to a late payment fee of \$50.00, and the late payments shall accrue daily interest for each day such payment is late at the rate of 12% per annum. Control Bionics may waive the late fee in its sole discretion. You shall be liable to Control Bionics for any costs of collection incurred by Control Bionics in collecting any amounts due to Control Bionics from You or in repossessing the Retained Device, including Control Bionics' reasonable attorneys' fees and costs, whether or not Control Bionics has instituted any action or proceeding in connection with such collection. If You move, You must provide Control Bionics with prompt notice of Your new address, but in any event within seven days of the move. Rental of Devices covered by Medicare or Medicaid shall be subject to any mandatory requirements of those programs.

## 6. GOVERNING LAW, DISPUTES, AND ARBITRATION.

A. These Terms and any action related thereto or related to any purchase, rental, or other agreement (such Terms and agreements collectively, the "Contract") between You and Control Bionics will be governed by the laws of the State of Ohio applicable to contracts to be entered into and performed there, as well as the Federal Arbitration Act. The following provisions to the extent they require binding arbitration shall not apply where Mandatory Law does not permit You to agree to arbitration in terms and conditions such as these Terms (including under the Magnuson-Moss Warranty Act as it may be applied in Your jurisdiction), provided, that to the extent permitted by Mandatory Law, in such a case, and in any case where You have the mandatory right to dispute the result of any such arbitration, YOU WAIVE ANY RIGHT TO A TRIAL BY JURY in any court proceeding arising out of the Warranty, any Mandatory Warranty, or these Terms.

B. YOU AND CONTROL BIONICS AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS CONTRACT OR ITS BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, OR VALIDITY, OR THE DEVICE SOFTWARE OR THE DEVICES OR PRODUCTS OR THEIR USE, POSSESSION OR DISPOSITION (COLLECTIVELY, SUCH DISPUTES, CLAIMS, ETC., "DISPUTES," WHICH INCLUDES, WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY, PRODUCT LIABILITY, OR OTHER TORT) WILL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THIS SECTION 7, EXCEPT THAT EACH PARTY RETAINS THE RIGHT TO GO TO COURT TO SEEK ANY TYPE OF RELIEF CONCERNING THE ACTUAL OR THREATENED INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF A PARTY'S COPYRIGHTS, TRADEMARKS, TRADE SECRETS, PATENTS, OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS (ANY SUCH ACTIONS REGARDING INFRINGEMENT, ETC., AN "IP PROTECTION ACTION"). THE EXCLUSIVE JURISDICTION AND VENUE OF ANY IP PROTECTION ACTION WILL BE THE STATE AND FEDERAL COURTS HAVING SUBJECT MATTER JURISDICTION LOCATED IN CINCINNATI, OHIO (AND SUCH COURT SHALL HAVE THE EXCLUSIVE RIGHT TO DETERMINE WHETHER AN ACTION IS AN IP PROTECTION ACTION), AND YOU AND CONTROL BIONICS EACH HEREBY IRREVOCABLY SUBMIT TO SUCH JURISDICTION, AND WAIVE ANY OBJECTION TO JURISDICTION AND VENUE IN SUCH COURTS AS WELL AS ANY RIGHT TO ANY TRIAL BY JURY. IN ANY IP PROTECTION ACTION, THE COURT SHALL AWARD REASONABLE ATTORNEYS' FEES AND COSTS TO THE PARTY THE COURT DEEMS TO HAVE

PREVAILED TO THE EXTENT DEEMED BY THE COURT TO HAVE PREVAILED. You ACKNOWLEDGE AND AGREE THAT You AND CONTROL BIONICS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND CONTROL BIONICS OTHERWISE AGREE IN WRITING, IN ANY ARBITRATION THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS OR REPRESENTATIVE PROCEEDING. IF THE ARBITRATION PROVIDED FOR IN THIS SECTION 7 IS HELD UNENFORCEABLE FOR ANY REASON, THEN THE ENTIRETY OF THIS SECTION 7 WILL BE DEEMED VOID, EXCEPT THAT IN SUCH A CASE, (A) EACH OF CONTROL BIONICS AND YOU, TO THE MAXIMUM EXTENT PERMITTED BY MANDATORY LAW, IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY AND ANY RIGHT TO CLAIM INCONVENIENT FORUM, AND IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS HAVING SUBJECT MATTER JURISDICTION LOCATED IN CINCINNATI, OHIO; AND (B) IN ANY SUCH PROCEEDING THE COURT SHALL AWARD REASONABLE ATTORNEYS' FEES AND COSTS TO THE PARTY THE COURT DEEMS TO HAVE PREVAILED TO THE EXTENT DEEMED BY THE COURT TO HAVE PREVAILED. THIS SECTION 7 WILL SURVIVE ANY TERMINATION OF THESE TERMS.

C. THE ARBITRATION WILL BE ADMINISTERED BY NAM (NATIONAL ARBITRATION AND MEDIATION) ("NAM") IN ACCORDANCE WITH NAM'S COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES (THE "RULES") AND THE FEE SCHEDULE IN EFFECT AT THE TIME THE CLAIM IS FILED WITH NAM. NAM CAN BE CONTACTED AT 800-358-2550. ATT: COMMERCIAL CLAIMS DEPT., TO RESPOND TO ANY QUESTIONS REGARDING THE ARBITRATION PROCESS, AS WELL AS TO REQUEST A COPY OF NAM'S CURRENT COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND FEE SCHEDULE (OR ALSO VISIT [www.namadr.com](http://www.namadr.com)). THE FEDERAL ARBITRATION ACT WILL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS SECTION. TO THE EXTENT REQUIRED BY MANDATORY LAW (INCLUDING AS MAY BE REQUIRED UNDER THE MAGNUSON-MOSS WARRANTY ACT IN THE APPLICABLE JURISDICTION) FOR THESE BINDING ARBITRATION PROVISIONS TO BE ENFORCEABLE, CONTROL BIONICS WILL BEAR THE COSTS OF ARBITRATION AND THESE ARBITRATION PROVISIONS SHALL BE AMENDED TO COMPLY WITH ANY MANDATORY REQUIREMENTS OF THE FEDERAL TRADE COMMISSION'S RULE ON INFORMAL DISPUTE SETTLEMENT PROCEDURES.

D. The arbitrator will be selected by the parties from NAM's roster of arbitrators. If the parties do not agree upon an arbitrator within seven (7) days of delivery of the demand for arbitration, then NAM will appoint the arbitrator in accordance with the Rules. The arbitrator will be selected from the Cincinnati area or as close thereto as possible.

E. Unless You and Control Bionics otherwise agree in writing, the arbitration will be conducted in Cincinnati, Ohio, or, if possible, via teleconference, to the extent that any hearing is required. The arbitration will be an Arbitration based on Written Submission, conducted solely on the basis of the documents that You and Control Bionics submit to the arbitrator unless the arbitrator determines that a hearing is necessary. The arbitrator will allow for the free exchange of non-privileged information relevant to the dispute.

F. The arbitrator's award of damages must be consistent with, and the arbitrator's authority to award is limited by, these Terms as to the types and amounts of damages for which a party may be held

liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim.

G. The amendments in these Terms to this Section 6 from the previous versions of these Terms shall apply to all previous versions for Your benefit. These Terms may be amended unilaterally by Control Bionics from time to time as may be necessary to comply with applicable laws.

7. OTHER PROVISION. Parts of these Terms may not be enforceable as written under Mandatory Laws and/or You may be provided more rights under Mandatory Laws than are provided in these Terms. In such a case, to the fullest extent permitted by applicable Mandatory Law, these Terms shall be modified, or if Mandatory Law does not permit such modification, then they shall be eliminated, to the minimum extent possible to comply with such Mandatory Law while keeping to the maximum extent possible the economic intention of such provisions, and these Terms shall be modified (or so eliminated) to provide to the minimum extent permitted by such Mandatory Law and such mandatory rights. The amendments in these Terms from the previous versions of these Terms shall apply to all previous versions for Your benefit.