NEUROSKY MINDWAVE and MiNDWAVE MOBILE LICENSE AGREEMENT THIS LICENSE AGREEMENT (THE "AGREEMENT") GOVERNS THE LICENSE OF: (A) THE NEUROSKY MINDWAVE™ and / or MINDWAVE MOBILE™ ("MINDWAVE"), (B) SOFTWARE ASSOCIATED AND/OR PACKED-IN WITH THE MINDWAVE, AS APPLICABLE AND AS FURTHER DEFINED BELOW ("SOFTWARE") AND (C) DOCUMENTATION FOR THE MINDWAVE, AND SOFTWARE, OR OFFERED PURSUANT TO SUPPORT, AS APPLICABLE. REFERENCES TO THE MINDWAVE HEREIN SHALL ALSO BE DEEMED TO REFER TO THE MINDWAVE™ and MINDWAVE MOBILE™. THE MINDWAVE (INCLUDING THE MINDWAVE MOBILE) SHALL BE REFERRED TO HEREIN AS THE "HARDWARE". LICENSE OF THE HARDWARE AND THE SOFTWARE BY NEUROSKY, INC., ITS SUBSIDIARIES AND/OR AFFILIATES ("NEUROSKY" OR THE "COMPANY") TO YOU AS THE INDIVIDUAL OR LEGAL ENTITY THAT WILL BE USING THE SOFTWARE ("YOU" AND "YOUR") IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF ALL OF THE TERMS OF THIS AGREEMENT WITHOUT MODIFICATION. THIS IS A LEGAL, BINDING AND ENFORCEABLE CONTRACT BETWEEN NEUROSKY AND YOU. BY INDICATING ASSENT ELECTRONICALLY, OR BY LOADING THE SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT INDICATE ASSENT OR LOAD THE SOFTWARE. General A. The Company has developed and will develop non-invasive dry sensor products that capture the biosignals generated by neurological activity, and eye or muscle movements (the "Products") and software algorithms that interpret such biosignals (the "NeuroSky Algorithms"). B. The Company's MindWave™ and / or MINDWAVE MOBILE™ consists of (i) a MindWave or MINDWAVE MOBILE™ neural headset (the "Headset") with the ThinkGear™ ASIC Module (the "Module"), RF dongle for RF compatible MindWaves, (ii) an optical disc containing the MindWave Instruction Manual, RF drivers, and Pack-In Software (collectively, the foregoing in (ii) is referred to as the "Software" if you are licensing the MindWave); (iii) documentation for the Software; and (iv) the MindWave Quick Start Guide (the "Guide").

1. License 1.1 The Company is licensing the MindWave to You on the terms and conditions of this Agreement. The license set forth herein is subject to receipt of full payment for the Hardware and Software. 1.2 Subject to the terms and conditions of this Agreement, the Company grants You a limited, non-exclusive, non-transferable, non-sublicensable license to use the Hardware, Software and Documentation to (a) run NeuroSky-approved applications, 1.3 You may copy the Software, the Guide and the Documentation only to the extent necessary for Your authorized use of the Hardware and Software, and for archival and backup purposes, provided that You will at all times and in each instance, reproduce all copyright notices and proprietary legends on each copy in the same manner as such notices and legends appear on the original. You shall not (and shall not allow any third party to) copy (except as provided in the preceding sentence), modify, reverse engineer, reverse assemble, disassemble, or decompile the Products, the Hardware, the Software or the NeuroSky Algorithms or any part thereof or otherwise attempt to discover any source code, or sell, assign, sublicense, grant a security interest in or otherwise transfer any right in or to the Products, the Hardware, the Software or the NeuroSky Algorithms. You shall not modify the Products, the Hardware, the Software or the NeuroSky Algorithms in any manner or form, except as provided in the User Guide. You shall not (and shall not allow any third party to) create derivative works of the Hardware, the Software or the NeuroSky Algorithms or any part thereof. . 1.4 You shall not use the Hardware or Software for any illegal use, or use as components in life support or safety devices or systems, or military or nuclear applications, or for any other application in which the failure of the Hardware, Software could create a situation where personal injury or death may occur. 1.5 Except as expressly provided in this Agreement, all rights to the Company's intellectual property are specifically reserved, and in no event shall You acquire any other rights or licenses, implied or otherwise, by virtue of this Agreement. Without restricting the previous sentence, nothing herein shall be construed as a right or license to make, have made, use, sell, offer to sell, import, lease or distribute any products or technology

related to the Products, the Hardware, the Software or the NeuroSky Algorithms, or to use any name, identifier, trademark, trade name, service mark or other designation of the Company. 1.6 The Products, the NeuroSky Algorithms, Hardware, Software, and Guide and any accompanying or related documentation, including technical data, delivered as related to this Agreement are commercial within the meaning of Federal Acquisition Regulation ("FAR") 2.101 and any supplement thereto. Each item mentioned in this paragraph was fully developed at private expense. If the user or licensee of the commercial items mentioned herein is an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure, or transfer of such item ("use"), or any related documentation of any kind, including technical data, is restricted by the terms and conditions of this Agreement.

Further, Software and NeuroSky Algorithms, or any other software delivered as related to this Agreement are considered commercial computer software and as such, in accordance with FAR 12.212 and Defense Federal Acquisition Regulation 227.7202, use is further restricted in accordance with the terms that govern the license of these software products made commercially available other than through this Agreement, if different from this Agreement.

No rights are conferred other than as mentioned herein. All other use is prohibited. The terms and conditions of this paragraph shall accompany and apply to any sale or transfer of any item mentioned herein by Licensee to the Government.

2. Term; Termination

2.1 Either party may terminate this Agreement if the other party breaches any material term or condition of this Agreement and fails to cure such breach within ten (10) days after receipt of written notice of the same. 2.2 In addition to its rights under Section 2.1 above, the Company may terminate this Agreement immediately upon written notice in the event of a breach by You of Section 1. 2.3 Either party may terminate this Agreement upon written notice to the other party if such other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors. 2.4 Upon termination of this Agreement, the licenses granted hereunder will also terminate, and You shall promptly make arrangements to return the Hardware and Software in good condition (excluding normal wear and tear) to the Company at Your own expense, but in any event return the Hardware and Software within five (5) business days after termination. The Company may, in its sole discretion, arrange for pick up of the Hardware and Software, and You shall reasonably cooperate with the Company regarding such pick up, including providing access to Your premises. All shipment fees, duties and insurance associated with return or pickup of the Hardware and Software shall be Your responsibility. All obligations of each party to the other shall cease except that the provisions set forth in Sections 1.4, 1.5, 1.6, 2.4, 3, 5, 6 and 7 shall continue. 3. Relationship of the Parties Neither party shall be deemed to be an agent of the other party. Except as provided in this Agreement, Neither party shall have any right or authority to assume any obligations, or to make any representations or warranties, whether express or implied, on behalf of the other party, or to bind the other party in any matter whatsoever. 4. Representations and Warranties 4.1 The Company represents and warrants that (a) it has the full corporate right, power and authority to enter into this Agreement; (b) the performance by the Company of its obligations and duties hereunder do not and will not violate any agreement to which it is a party or by which it is bound; and © subject to Your agreement to the terms and conditions of this Agreement and the truth and accuracy of Your representations and warranties, this Agreement will constitute the legal, valid and binding obligation of the Company, in accordance with its terms. 4.2 You represent and warrant that (a) You have the full right, power and authority to enter into this Agreement; (b) if You are an entity, the person agreeing to the terms and conditions of this Agreement has the power to bind You, © the execution of this Agreement by and the performance of its obligations and duties hereunder do

not and will not violate any agreement to which You are a party or by which You are bound; (d) for purchase from the NeuroSky on-line stores the contact, payment and shipment information You have provided is accurate, and You will promptly provide the Company with any changes thereto, as applicable; (e) when agreed to, this Agreement will constitute Your legal, valid and binding obligation, in accordance with its terms. 5. Limitation of Liability; Warranty

5.1 You are solely responsible for Your use of the Hardware, Software and Documentation and any consequences arising therefrom.

5.2 The Company's maximum aggregate liability with respect to this Agreement whether under theory of contract, tort (including negligence), strict liability or otherwise shall be limited to the amount of the fee You paid for the license.

5.3 If you have licensed the MindWave directly through an official NeuroSky on-line stores, you may return the Headset that was licensed to You in connection with the MindWave for any reason, within twenty-one (21) days of the shipment date for such Headset, as indicated on the records of the Company. To return such Headset pursuant to this Section 5.3, (a) You must complete the RMA form set forth at http://support.neurosky.com in a full and complete manner; (b) fully cooperate with any questions or communications directed or sent to you by a NeuroSky representative; © obtain a valid RMA approval; (d) return the Hardware, Software, Guide and all materials associated with such Headset in the original packaging and in their original condition; and (e) pay a restocking fee, as set forth in the RMA approval. You must ship the Hardware and Software in accordance with the instructions contained within the RMA approval, and You are responsible for shipping fees, customs, duties, taxes and insurance associated with such return. After the return has been processed, and confirmation made that all of the requirements set forth in this Section 5.3 have been met, a refund will be processed, either, in the Company's sole discretion, by means of a charge-back to the credit card or PayPal account You provided for the license, or by a check in Your name. MindWaves purchased through merchants other than the NeuroSky on-line store are covered by the merchant's return policy and are excluded from the provisions detailed in 5.3.

5.4 If you have licensed the MindWave directly through an official NeuroSky on-line stores, NeuroSky warrants that (a) the Headset that was licensed to You in connection with the MindWave will be free from defects in workmanship for a period of ninety (90) days from the shipment date for such Headset, as indicated on the records of the Company; and (b) the Module contained within such Headset will be free from defects in workmanship for a period of three hundred sixty-five (365) days from the shipment date for such Headset, as indicated on the records of the Company. MindWaves purchased through merchants other than NeuroSky's on-line stores are covered by the merchant's warranty and are excluded from the provisions detailed in 5.4.

5.5 To make a warranty claim pursuant to Section 5.4, (a) You must complete the RMA form set forth at http://support.neurosky.com in a full and complete manner; (b) fully cooperate with any questions or communications directed or sent to you by a NeuroSky representative; © obtain a valid RMA approval; and (d) return the Hardware, Software, Guide, Documentation and all materials associated with such Headset in the original packaging and in their original condition. You must ship the foregoing in accordance with the instructions contained within the RMA approval, and You are responsible for shipping fees, customs, duties, taxes and insurance associated with such return. After the return has been processed, confirmation made that all of the requirements set forth in this Section 5.5 have been met, and that the Headset or the Module is defective, then the Company, in its sole discretion, may either (x) repair the defective Headset or Module, or (y) replace the defective Headset or Module with a new or refurbished unit. If the Hardware, Software, Guide, Documentation and all materials associated with such Headset are not returned in the original packaging and/or are not in their original condition, you may be charged a restocking fee, depending upon the condition of

the return, which must be paid prior to You receiving the repaired or replacement unit. The warranty coverage set forth in Section 5.4 does not cover components that have failed due to normal wear and tear, by abuse or improper use of the Hardware or the components therein, or other exclusions as determined by the Company in good faith through its RMA process.

5.6 If you obtained the MindWave other than directly through an official NeuroSky on-line store, NeuroSky is under no warranty or return obligation under this Section 5. You must obtain warranty and return coverage from the entity from which you obtained the MindWave.

5.6 YOUR use of the Hardware, the software, THE DOCUMENTATION, the products and the neurosky algorithms is "as-is," and EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 5, the Company does not make, and hereby disclaims, any and all other express and implied warranties, including, but not limited to, warranties of merchantability or fitness for a particular purpose, and any warranties arising from a course of dealing, usage, or trade practice.

5.7 in no event shall the company be liable for any special, incidental or consequential damages, including but not limited to loss of profits or income, whether or not the company had knowledge, that such damages might be incurred.

6. Indemnification

You will indemnify, defend and hold harmless the Company, its directors, officers, employees, and affiliates (collectively, the "Company Indemnified Entities") from and against any and all claims, actions, demands, suits, liabilities or obligations (including attorney's fees and costs) brought against any of the Company Indemnified Entities arising from or alleging: (a) use of the Hardware, the Software, the Products or the NeuroSky Algorithms by You; irrespective of whether such use was proper and legal; and (b) any breach of the terms and conditions of this Agreement or the terms of use of the NeuroSky Website.

7. Miscellaneous Provisions 7.1 All notices and other communications hereunder shall be in writing. Notices shall be made first to You at the email address on file with the Company pursuant to your registration of the MindWave, and to the Company at support@neurosky.com, and shall be deemed delivered upon delivery to such email address, unless the party sending notice is unable to deliver to such email address two (2) consecutive times, in which notice must be made to the physical address provided by pursuant to your registration of the MindWave, or to the Company at the address listed on this website, which shall be deemed delivered with proof of delivery to such postal address. 7.3 In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision. 7.5 The parties agree that any and all disputes or controversies of any nature between them arising at any time shall be determined by binding arbitration in accordance with the Commercial Arbitration Rules of the AAA before a single neutral arbitrator ("Arbitrator") in the State of California, county of Santa Clara. The Arbitrator shall be mutually agreed upon by the parties; if the parties are unable to agree on an Arbitrator, the Arbitrator shall be appointed by the AAA. The Arbitrator shall determine how all expenses relating to the arbitration shall be paid, including without limitation, the respective expenses of each party, the fees of the arbitrator and the administrative fee of the American Arbitration Association. Any final outcome of such arbitration shall be final and binding as to all matters of substance and procedure, and may be enforced by a petition to any court of competent jurisdiction located in the State of California, which

may be made ex parte, for confirmation and enforcement of the award. In addition, either party may seek equitable, non-monetary relief at any time in any court of competent jurisdiction located in the State of California without thereby waiving its right to arbitration of any dispute or controversy. All proceedings shall, to the extent permitted by law, be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. 7.6 This Agreement and the terms and conditions and documents and instruments and other agreements among the parties hereto referenced herein: (a) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings both written and oral, among the parties with respect to the subject matter hereof; and (b) are not intended to confer upon any other person any rights or remedies hereunder. Any translations of this Agreement into other languages are provided for convenience only, and shall not affect the foregoing. 7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Subject to Section 7.5, each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any court within the State of California, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of California for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement, and the parties disclaim application of the Uniform Computer Information Transactions Act to the maximum extent permissible. 7.8 In any action, proceeding or arbitration to enforce or construe this Agreement, in addition to any other remedies, the Company, if the prevailing party, shall be entitled to recover its reasonable costs and expenses, including attorney's, consultant's and expert's fees and costs. 7.9 Neither party may assign its rights or obligations under this Agreement either in whole or in part without the prior written consent of the other party; provided, that such consent shall not be required if the Company assigns its rights and obligations to an assignee that acquires all or substantially all of such party's stock or assets. Any attempted assignment in violation of the foregoing shall be void. The rights and obligations of the parties shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and permitted assigns.

7.10 Neither party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, perils of the air, public enemies, war, riots, strikes, weather conditions, mechanical delay or failure of truck, aircraft or other equipment, governmental actions, shortages of equipment or supplies, acts or omissions of third parties, failure of the Internet or any other cause beyond its reasonable control.

NEUROSKY LICENSE AGREEMENT THIS LICENSE AGREEMENT (THE "AGREEMENT") GOVERNS THE LICENSE OF: (A) THE NEUROSKY MINDSET™ ("MINDSET"), (B) THE NEUROSKY MINDSET DEVELOPMENT TOOLS™ ("MDT"), (C) THE NEUROSKY MINDSET RESEARCH TOOLS™ ("MRT"), (D) SOFTWARE ASSOCIATED WITH THE MINDSET, THE MDT AND/OR THE MRT, OR PROVIDED TO YOU PURSUANT TO THE NEUROSKY DEVELOPER SUPPORT PROGRAM ("SUPPORT"), AS APPLICABLE ("SOFTWARE") AND (E) DOCUMENTATION FOR THE MINDSET, MDT, MRT AND SOFTWARE, OR OFFERED PURSUANT TO SUPPORT, AS APPLICABLE. THE MINDSET SHALL BE REFERRED TO HEREIN AS THE "HARDWARE". LICENSE OF THE HARDWARE AND THE SOFTWARE BY NEUROSKY, INC., ITS SUBSIDIARIES AND/OR AFFILIATES ("NEUROSKY" OR THE "COMPANY") TO YOU AS THE INDIVIDUAL OR LEGAL ENTITY THAT WILL BE USING THE SOFTWARE ("YOU" AND "YOUR") IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF ALL OF THE TERMS OF THIS AGREEMENT WITHOUT

MODIFICATION. THIS IS A LEGAL, BINDING AND ENFORCEABLE CONTRACT BETWEEN NEUROSKY AND YOU. IF YOU ARE READING THIS ONLINE, BY CHECKING THE BOX NEXT TO "I AGREE TO THE LICENSE TERMS," OR OTHERWISE INDICATING ASSENT ELECTRONICALLY, OR BY LOADING THE SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT CHECK THE BOX NEXT TO "I AGREE TO THE LICENSE TERMS" OR OTHERWISE INDICATE REFUSAL. NEUROSKY USES THIRD PARTIES TO SHIP THE HARDWARE AND SOFTWARE, TO PROCESS YOUR PAYMENTS AND FOR WARRANTY AND RETURN ISSUES. PLEASE SEE OUR PRIVACY POLICY. General

A. The Company has developed and will develop non-invasive dry sensor products that capture the biosignals generated by neurological activity, and eye or muscle movements (the "Products") and software algorithms that interpret such biosignals (the "NeuroSky Algorithms").

B. The Company's MindSet consists of (i) a MindSet neural headset (the "Headset") with the ThinkGear™ ASIC Module (the "Module"), Bluetooth dongle, USB cord, (ii) an optical disc containing the MindSet Instruction Manual, Bluetooth dongle drivers, and BCI Technology Demonstrations (collectively, the foregoing in (ii) is referred to as the "Software" if you are licensing the MindSet); (iii) documentation for the Software; and (iv) the MindSet Quick Start Guide (the "Guide").

C. The Company's MDT consists of (i) an optical disk or digital download containing the ThinkGear Connector, the ThinkGear Communications Driver and the ThinkGear Stream Parser (collectively, the foregoing in (i) is referred to as the "Software" if you are licensing the MDT); and (ii) documentation for the Software.

D. The Company's MRT consists of (i) an optical disk or digital download containing (i) the NeuroViewTM application; (ii) the NeuroSkyLabTM software module (collectively, the foregoing in (i) and (ii) is referred to as the "Software" if you are licensing the MRT) and (iii) documentation for the Software.

1. License 1.1 The Company is licensing Licensee the quantity of Hardware set forth on the order page upon the terms and conditions of this Agreement. The license set forth herein is subject to receipt of payment as set forth on the order page. You are responsible and are being billed for the shipping fees, insurance customs, taxes and duties for shipment of the Hardware and Software.

1.2 Subject to the terms and conditions of this Agreement, the Company grants You a limited, nonexclusive, non-transferable, non-sublicensable license to use the Hardware, Software and Documentation to (a) run NeuroSky-approved applications, and (b) to develop applications ("User Applications") and algorithms ("User Algorithms") that are designed to run using the Products and the Algorithms and are only operable with the Products and the NeuroSky Algorithms. To the extent the User Applications incorporate or practice any patent of other intellectual property right of the Company or that the User Algorithms were developed through use of the Hardware and Software, this license does not include the right for the User Applications or the User Algorithms or any portion thereof, to interface with, process or otherwise act upon data generated by any products, software, algorithms or technology other than the Products and the NeuroSky Algorithms.

1.3 Neither the User Applications nor the User Algorithms may be enabled or used for operation with any biosignal sensor devices or with any biosignal sensor algorithms other than (a) Products or NeuroSky Algorithms that are obtained or licensed from the Company, provided, that the foregoing shall not restrict use of other sensor devices or algorithms in a multi-mode biosignal environment so long as Products or NeuroSky Algorithms are utilized; or (b) Products or NeuroSky Algorithms that are obtained or licensed from another entity specifically authorized by the Company to provide the Products or NeuroSky Algorithms. The preceding prohibition applies to any use, including for

non-commercial, internal uses. For purposes of clarification, User Applications and the User Algorithms shall not be deemed to include applications or algorithms developed by You without use of the Hardware or Software.

1.4 You may copy the Software, the Guide and the Documentation only to the extent necessary for Your authorized use of the Hardware and Software, and for archival and backup purposes, provided that You will at all times and in each instance, reproduce all copyright notices and proprietary legends on each copy in the same manner as such notices and legends appear on the original. You shall not (and shall not allow any third party to) copy (except as provided in the preceding sentence), modify, reverse engineer, reverse assemble, disassemble, or decompile the Products, the Hardware, the Software or the NeuroSky Algorithms or any part thereof or otherwise attempt to discover any source code, or sell, assign, sublicense, grant a security interest in or otherwise transfer any right in or to the Products, the Hardware, the Software or the NeuroSky Algorithms. You shall not modify the Products, the Hardware, the Software or the NeuroSky Algorithms in any manner or form, except as provided in the User Guide. You shall not (and shall not allow any third party to) create derivative works of the Hardware, the Software or the NeuroSky Algorithms or any part thereof. The prohibition in the preceding sentence shall not restrict You from writing User Applications that link to or incorporate the libraries included in the Software.

1.5 You shall not use the Hardware or Software, or develop User Applications or User Algorithms, for any illegal use, or use as components in life support or safety devices or systems, or military or nuclear applications, or for any other application in which the failure of the Hardware, Software, User Applications or the User Algorithms could create a situation where personal injury or death may occur.

1.6 Except as expressly provided in this Agreement, all rights to the Company's intellectual property are specifically reserved, and in no event shall You acquire any other rights or licenses, implied or otherwise, by virtue of this Agreement. Without restricting the previous sentence, nothing herein shall be construed as a right or license to make, have made, use, sell, offer to sell, import, lease or distribute any products or technology related to the Products, the Hardware, the Software or the NeuroSky Algorithms, or to use any name, identifier, trademark, trade name, service mark or other designation of the Company.

1.7 The Products, the NeuroSky Algorithms, Hardware, Software, and Guide and any accompanying or related documentation, including technical data, delivered as related to this Agreement are commercial within the meaning of Federal Acquisition Regulation ("FAR") 2.101 and any supplement thereto. Each item mentioned in this paragraph was fully developed at private expense. If the user or licensee of the commercial items mentioned herein is an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure, or transfer of such item ("use"), or any related documentation of any kind, including technical data, is restricted by the terms and conditions of this Agreement. Further, Software and NeuroSky Algorithms, or any other software delivered as related to this Agreement are considered commercial computer software and as such, in accordance with FAR 12.212 and Defense Federal Acquisition Regulation 227.7202, use is further restricted in accordance with the terms that govern the license of these software products made commercially available other than through this Agreement, if different from this Agreement. No rights are conferred other than as mentioned herein. All other use is prohibited. The terms and conditions of this paragraph shall accompany and apply to any sale or transfer of any item mentioned herein by Licensee to the Government.

1.8 If You are participating in the Developer Support Program, the terms of such program are set forth in Exhibit A.

2. Term; Termination 2.1 Either party may terminate this Agreement if the other party breaches any

material term or condition of this Agreement and fails to cure such breach within ten (10) days after receipt of written notice of the same.

2.2 In addition to its rights under Section 2.1 above, the Company may terminate this Agreement immediately upon written notice in the event of a breach by You of Section 1.

2.3 Either party may terminate this Agreement upon written notice to the other party if such other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, or liquidation for the benefit of creditors.

2.4 Upon termination of this Agreement, the licenses granted hereunder will also terminate, and You shall promptly make arrangements to return the Hardware and Software in good condition (excluding normal wear and tear) to the Company at Your own expense, but in any event return the Hardware and Software within five (5) business days after termination. The Company may, in its sole discretion, arrange for pick up of the Hardware and Software, and You shall reasonably cooperate with the Company regarding such pick up, including providing access to Your premises. All shipment fees, duties and insurance associated with return or pickup of the Hardware and Software shall be Your responsibility. All obligations of each party to the other shall cease except that the provisions set forth in Sections 1 (except for 1.1 and 1.2), 2.4, 3, 5, 6 and 7 shall continue.

3. Relationship of the Parties Neither party shall be deemed to be an agent of the other party. Except as provided in this Agreement, Neither party shall have any right or authority to assume any obligations, or to make any representations or warranties, whether express or implied, on behalf of the other party, or to bind the other party in any matter whatsoever.

4. Representations and Warranties 4.1 The Company represents and warrants that (a) it has the full corporate right, power and authority to enter into this Agreement; (b) the performance by the Company of its obligations and duties hereunder do not and will not violate any agreement to which it is a party or by which it is bound; and (c) subject to Your agreement to the terms and conditions of this Agreement and the truth and accuracy of Your representations and warranties, this Agreement will constitute the legal, valid and binding obligation of the Company, in accordance with its terms.

4.2 You represent and warrant that (a) You have the full right, power and authority to enter into this Agreement; (b) if You are an entity, the person agreeing to the terms and conditions of this Agreement has the power to bind You, (c) the execution of this Agreement by and the performance of its obligations and duties hereunder do not and will not violate any agreement to which You are a party or by which You are bound; (d) You are resident in the United States of America; (d) the contact, payment and shipment information You have provided is accurate, and You will promptly provide the Company with any changes thereto, as applicable; (e) when agreed to, this Agreement will constitute Your legal, valid and binding obligation, in accordance with its terms.

5. Limitation of Liability; Warranty 5.1 You are solely responsible for Your use of the Hardware, Software and Documentation and any consequences arising therefrom.

5.2 The Company's maximum aggregate liability with respect to this Agreement whether under theory of contract, tort (including negligence), strict liability or otherwise shall be limited to the amount of the fee You paid for the license.

5.3 You may return the Headset that was licensed to You in connection with the MindSet for any reason, within twenty-one (21) days of the shipment date for such Headset, as indicated on the records of the Company. To return such Headset pursuant to this Section 5.3, (a) You must complete the RMA form set forth at http://support.neurosky.com in a full and complete manner; (b) fully

cooperate with any questions or communications directed or sent to you by a NeuroSky representative; (c) obtain a valid RMA approval; (d) return the Hardware, Software, Guide and all materials associated with such Headset in the original packaging and in their original condition; and (e) pay a restocking fee, as set forth in the RMA approval. You must ship the Hardware and Software in accordance with the instructions contained within the RMA approval, and You are responsible for shipping fees, customs, duties, taxes and insurance associated with such return. After the return has been processed, and confirmation made that all of the requirements set forth in this Section 5.3 have been met, a refund will be processed, either, in the Company's sole discretion, by means of a charge-back to the credit card or PayPal account You provided for the license, or by a check in Your name.

5.4 NeuroSky warrants that (a) the Headset that was licensed to You in connection with the MindSet will be free from defects in workmanship for a period of ninety (90) days from the shipment date for such Headset, as indicated on the records of the Company; and (b) the Module contained within such Headset will be free from defects in workmanship for a period of three hundred sixty-five (365) days from the shipment date for such Headset, as indicated on the records of the Company.

5.5 To make a warranty claim pursuant to Section 5.4, (a) You must complete the RMA form set forth at http://support.neurosky.com in a full and complete manner; (b) fully cooperate with any questions or communications directed or sent to you by a NeuroSky representative; (c) obtain a valid RMA approval; and (d) return the Hardware, Software, Guide, Documentation and all materials associated with such Headset in the original packaging and in their original condition. You must ship the foregoing in accordance with the instructions contained within the RMA approval, and You are responsible for shipping fees, customs, duties, taxes and insurance associated with such return. After the return has been processed, confirmation made that all of the requirements set forth in this Section 5.5 have been met, and that the Headset or the Module is defective, then the Company, in its sole discretion, may either (x) repair the defective Headset or Module, or (y) replace the defective Headset or Module with a new or refurbished unit. If the Hardware, Software, Guide, Documentation and all materials associated with such Headset are not returned in the original packaging and/or are not in their original condition, you may be charged a restocking fee, depending upon the condition of the return, which must be paid prior to You receiving the repaired or replacement unit. The warranty coverage set forth in Section 5.4 does not cover components that have failed due to normal wear and tear, by abuse or improper use of the Hardware or the components therein, or other exclusions as determined by the Company in good faith through its RMA process.

5.6 YOUR USE OF THE HARDWARE, THE SOFTWARE, THE DOCUMENTATION, THE PRODUCTS AND THE NEUROSKY ALGORITHMS IS "AS-IS," AND EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 5, THE COMPANY DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

5.7 IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT THE COMPANY HAD KNOWLEDGE, THAT SUCH DAMAGES MIGHT BE INCURRED.

6. Indemnification You will indemnify, defend and hold harmless the Company, its directors, officers, employees, and affiliates (collectively, the "Company Indemnified Entities") from and against any and all claims, actions, demands, suits, liabilities or obligations (including attorney's fees and costs) brought against any of the Company Indemnified Entities arising from or alleging: (a) use of the Hardware, the Software, the User Applications, the User Algorithms, the Products or the NeuroSky Algorithms by You; irrespective of whether such use was proper and legal; and (b) any breach of the

terms and conditions of this Agreement or the terms of use of the NeuroSky Website.

7. Miscellaneous Provisions 7.1 All notices and other communications hereunder shall be in writing. Notices shall be made first to You at the email address you provided pursuant to Your License of the Hardware, Software and Documentation, and to the Company at support@neurosky.com, and shall be deemed delivered upon delivery to such email address, unless the party sending notice is unable to deliver to such email address two (2) consecutive times, in which notice must be made to the shipment address provided by You, or to the Company at the address listed on this website, which shall be deemed delivered with proof of delivery to such postal address.

7.3 In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

7.5 The parties agree that any and all disputes or controversies of any nature between them arising at any time shall be determined by binding arbitration in accordance with the Commercial Arbitration Rules of the AAA before a single neutral arbitrator ("Arbitrator") in the State of California, county of Santa Clara. The Arbitrator shall be mutually agreed upon by the parties; if the parties are unable to agree on an Arbitrator, the Arbitrator shall be appointed by the AAA. The Arbitrator shall determine how all expenses relating to the arbitration shall be paid, including without limitation, the respective expenses of each party, the fees of the arbitrator and the administrative fee of the American Arbitration Association. Any final outcome of such arbitration shall be final and binding as to all matters of substance and procedure, and may be enforced by a petition to any court of competent jurisdiction located in the State of California, which may be made ex parte, for confirmation and enforcement of the award. In addition, either party may seek equitable, non-monetary relief at any time in any court of competent jurisdiction located in the State of California without thereby waiving its right to arbitration of any dispute or controversy. All proceedings shall, to the extent permitted by law, be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award.

7.6 This Agreement, Exhibit A, the order page and the terms and conditions and documents and instruments and other agreements among the parties hereto referenced herein: (a) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings both written and oral, among the parties with respect to the subject matter hereof; and (b) are not intended to confer upon any other person any rights or remedies hereunder.

7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Subject to Section 7.5, each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any court within the State of California, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of California for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement, and the parties disclaim application of the Uniform Computer Information Transactions Act to the maximum extent permissible.

7.8 In any action, proceeding or arbitration to enforce or construe this Agreement, in addition to any other remedies, the Company, if the prevailing party, shall be entitled to recover its reasonable costs and expenses, including attorney's, consultant's and expert's fees and costs.

7.9 Neither party may assign its rights or obligations under this Agreement either in whole or in part without the prior written consent of the other party; provided, that such consent shall not be required if the Company assigns its rights and obligations to an assignee that acquires all or substantially all of such party's stock or assets. Any attempted assignment in violation of the foregoing shall be void. The rights and obligations of the parties shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and permitted assigns.

7.10 Neither party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, perils of the air, public enemies, war, riots, strikes, weather conditions, mechanical delay or failure of truck, aircraft or other equipment, governmental actions, shortages of equipment or supplies, acts or omissions of third parties, failure of the Internet or any other cause beyond its reasonable control.

EXHIBIT A NEUROSKY DEVELOPER SUPPORT PROGRAM You shall be entitled to participate in the NeuroSky Developer Support Program for a period of one year following receipt of payment for your participation in said program ("Payment Date"), as indicated on the records of the Company. You may renew Your participation in the NeuroSky Developer Support Program at any time for an annual fee of $1,500 per individual or legal entity that will be using the Software licensed under this Agreement, payable on or before each yearly anniversary of the Payment Date. The Developer Support Program provides: • Technical support with 24 hour email response. Technical support can be reached at support@neurosky.com. • Software update releases for any MDT and/or MRT that You have licensed • Access to the Support website (http://support.neurosky.com), with design examples, FAQs and tips Update Releases: During the time that You are participating in the NeuroSky Developer Support Program, You shall be notified when new updates or releases of any MDT and/or MRT that you have licensed are available for download via FTP or the NeuroSky website, or via a CD sent to the Licensee. The Company's technical support team will respond to technical questions based on the latest updates and releases. You must move to the latest release to receive bug fixes and or new features. Additional Terms The Company may terminate the Developer Support Program at any time, for any reason, with a pro rata refund of the annual fee paid by You. In addition, the Company may increase the renewal fee for any future annual periods in its sole discretion upon written notice to Licensee. Shipment fees and insurance associated with updates of hardware, firmware or software, or pursuant to an RMA, recall or otherwise for shipments from the Company shall be Your responsibility. V.2 Revised 06/26/09

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Warnings and Disclaimer of Liability

THE ALGORITHMS MUST NOT BE USED FOR ANY ILLEGAL USE, OR AS COMPONENTS IN LIFE SUPPORT OR SAFETY DEVICES OR SYSTEMS, OR MILITARY OR NUCLEAR APPLICATIONS, OR FOR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE ALGORITHMS COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR. YOUR USE OF THE SOFTWARE DEVELOPMENT KIT, THE ALGORITHMS AND ANY OTHER NEUROSKY PRODUCTS OR SERVICES IS "AS-IS," AND NEUROSKY DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

IN NO EVENT SHALL NEUROSKY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME, WHETHER OR NOT NEUROSKY HAD KNOWLEDGE, THAT SUCH DAMAGES MIGHT BE INCURRED.