

Augmental One (1) Year Limited Warranty

For Augmental Technologies Inc. ("Augmental") Branded Products Only.

HOW CONSUMER LAW RELATES TO THIS WARRANTY THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, AUGMENTAL DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY, PROVINCE OR STATE.

WARRANTY LIMITATIONS SUBJECT TO CONSUMER LAW TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AUGMENTAL DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, AUGMENTAL LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT AUGMENTAL'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

WHAT IS COVERED BY THIS WARRANTY? Augmental warrants the Augmental-branded hardware product and Augmental-branded accessories contained in the original packaging ("Augmental Product") against defects in materials and workmanship when used normally in accordance with Augmental's published guidelines for a period of ONE (1) YEAR after the date of delivery to the end-user purchaser ("Warranty Period"). Augmental's published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications. Please note: All claims made under the Augmental One-Year Limited Warranty will be governed by the terms set out in this warranty document.

WHAT IS NOT COVERED BY THIS WARRANTY? This warranty does not apply to any non-Augmental branded hardware products or any software, even if packaged or sold with Augmental hardware. Manufacturers, suppliers, or publishers, other than Augmental, may provide their own warranties to you – please contact them for further information. Software distributed by Augmental with or without the Augmental brand (including, but not limited to system software) is not covered by this warranty. Augmental does not warrant that the operation of the Augmental

Product will be uninterrupted or error-free. Augmental is not responsible for damage arising from failure to follow instructions relating to the Augmental Product's use.

This Warranty does not apply: (a) to consumable parts, such as batteries that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches or dents unless failure has occurred due to a defect in materials or workmanship; (c) to damage caused by use with a third party component or product; (d) to damage caused by accident, abuse, misuse, fire, earthquake or other external cause; (e) to damage caused by operating the Augmental Product outside Augmental's guidelines including those set forth in Exhibit A; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Augmental; (g) to an Augmental Product that has been modified to alter functionality or capability without the written permission of Augmental; (h) if any serial number, or other unique identifier such as an internal QR code has been removed or defaced from the Augmental Product, or (i) if Augmental receives information from relevant public authorities that the product has been stolen or if you cannot prove in any way that you are the authorized user of the product (e.g., by presenting proof of purchase).

IMPORTANT RESTRICTION. Augmental may restrict warranty service for hardware products to the country where Augmental or its Authorized Distributors originally sold the device.

YOUR RESPONSIBILITIES.

Before receiving warranty service, Augmental or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Augmental's procedures for obtaining warranty service. Before submitting your Augmental Product for warranty service, you should make sure to verify that your configurations are saved in your configuration app, whether that is on your smartphone or computer.

Following warranty service your Augmental Product or a replacement product will be returned to you as your Augmental Product was configured when originally purchased, subject to applicable updates. Augmental may install system software updates as part of warranty service that will prevent the Augmental Product from reverting to an earlier version of the system software.

THIRD PARTY APPLICATIONS, OR THIRD PARTY SOFTWARE OF ANY KIND, ARE EXPLICITLY NOT ALLOWED.

Important: Do not attempt to open the Augmental Product or remove any protective caps attached to the Augmental Product. Opening the Augmental Product or removing protective caps may cause damage that is not covered by this Warranty. Only Augmental should perform service on this Augmental Product.

WHAT WILL AUGMENTAL DO IN THE EVENT THE WARRANTY IS BREACHED? If during the Warranty Period you submit a claim to Augmental in accordance with this warranty, Augmental will, at its option: (i) repair the Augmental Product using new or previously used Augmental genuine parts that have been tested and passed Augmental functional requirements, or ii) replace the Augmental Product with a replacement product of the same

model (or with your consent a product that has the same or substantially similar features as the original product – e.g., a different model with the same features) that is new or comprised of new and/or previously used Augmental genuine parts and has been tested and passed Augmental functional requirements. Augmental may request that you replace certain user-installable parts or products. A replacement part or product, including a user-installable part that has been installed in accordance with instructions provided by Augmental, assumes the remaining warranty of the Augmental Product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes Augmental's property.

HOW TO OBTAIN WARRANTY SERVICE? Please access and review the online help resources described below before seeking warranty service. If the Augmental Product is still not functioning properly after making use of these resources, please contact an Augmental representative or, if applicable, an Augmental owned retail store ("Augmental Retail"), using the information provided below. An Augmental representative will help determine whether your Augmental Product requires service and, if it does, will inform you how Augmental will provide it. When contacting Augmental via telephone, other charges may apply depending on your location.

Online information with details on obtaining warranty service is provided below.

WARRANTY SERVICE OPTIONS. If Augmental determines that your Augmental Product is eligible for repair or replacement, Augmental will send you prepaid waybills and if applicable, packaging material and instructions on how to properly pack and address your Augmental product, so that you may ship your Augmental Product to an ARS location. Instructions may be sent to you via email or in hard copy with the packaging material. Once service is complete, the ARS location will return the Augmental Product to you. Augmental will pay for shipping to and from your location if all instructions regarding the method of packaging and shipping the Augmental Product are followed.

LIMITATION OF LIABILITY EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, AUGMENTAL IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE AUGMENTAL PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED ON THE

AUGMENTAL PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. AUGMENTAL DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY AUGMENTAL PRODUCT UNDER THIS WARRANTY OR REPLACE THE AUGMENTAL PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED IN THE AUGMENTAL PRODUCT. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

GENERAL. No Augmental reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This warranty is governed by and construed under the laws of the country in which the Augmental Product purchase took place. Augmental is identified at the end of this document according to the country or region in which the Augmental Product purchase took place. Augmental or its successor in title is the warrantor under this warranty.

Exhibit A to Limited Warranty
Additional Guidelines for Using the MouthPad^

Please review our instructions before using your MouthPad^.

In order to keep your MouthPad^ sanitary, we recommend that you clean it with water and gentle soap after using it - this is particularly true before placing the MouthPad^ into the charging case.

It is safe to drink water while wearing your MouthPad^, but we recommend that you avoid drinking other liquids to help keep it as clean as possible. For similar sanitation reasons, we recommend that you do **NOT** eat food while wearing the MouthPad^.

Avoid dropping the MouthPad^. Although a large drop *can* damage the MouthPad^, often times dropping it will not result in any issues, but please do not test this. Similarly, do not apply excessive forces to the MouthPad^.

Do not chew the MouthPad^; do not eat or chew gum while wearing the MouthPad^.

Do not sleep while wearing the MouthPad^.

Do not apply excessive heat to the MouthPad^, such as by microwaving.

Do not expose your MouthPad^ to UV light for extended periods.

Do not submerge MouthPad^ accessories in water.

Do not intentionally damage, tinker, disassemble, or decompile the MouthPad^.

Do not wear someone else's MouthPad^; similarly, do not allow someone else to wear your MouthPad^.

Do not wear the MouthPad^ after undergoing orthodontic or dental work leading to the MouthPad^ no longer fitting your teeth.

A couple of important details to note while cleaning the MouthPad^:

- Do **NOT** rinse with hot or boiling water as you may deform the shape of the MouthPad^.
- Do **NOT** use a toothbrush to regularly clean the MouthPad^, as repetitive brushing can be too abrasive and can accelerate wear and tear.
 - Once or twice is OK, but should not be necessary.
- Avoid strong cleaning solutions, such as Isopropyl or Rubbing Alcohol or denture cleaning tablets, as repetitive use will accelerate wear and tear of the MouthPad^.