COVID-19 NON-EXCLUSIVE, ROYALTY-FREE LICENCE AGREEMENT

This Agreement is a contract between the entity that downloads or otherwise accesses the Design Package (the "**Licensee**") and Imperial College Innovations Limited ("**ICIL**"), a company incorporated in England and Wales under registration number 03918307, whose registered office is at Level 1 Faculty Building, C/O Imperial College, Exhibition Road, London SW7 2AZ, United Kingdom. ICIL and the Licensee together shall be referred to as the "**Parties**" and individually shall be referred to as a "**Party**".

Please read this Agreement carefully. By downloading or otherwise accessing the Design Package, the Licensee is acknowledging that it accepts all of the terms set out in this Agreement. If the Licensee does not wish to be legally bound by the terms of this Agreement, do not download or otherwise access the Design Package.

Background:

A. In response to the current Covid-19 outbreak, academics in the Departments of Bioengineering and Surgery and Cancer at Imperial College of Science, Technology and Medicine ("**Imperial College**") have generated the Design Package for a prototype of an emergency ventilator.

B. Imperial College, through ICIL (its technology transfer company), is willing to make available the Design Package free of charge to organisations who are supporting the production of ventilator and ventilator components for use during the current Covid-19 outbreak.

C. The Licensee is one such organisation and wishes to acquire a licence under the Design Package IP to help support the production of ventilator and ventilator components for use during the current Covid-19 outbreak. Accordingly, ICIL is willing to grant the Licensee a licence on the terms set out below.

The Parties agree as follows:

1   Grant of rights, etc.

1.1 *Design Package.* The **Design Package** comprises all designs, drawings, schematics, software, documents, information, and other items that are made available by ICIL to the Licensee in connection with this Agreement, including: (a) the "JamVent" design document; (b) the control software (written in LabVIEW); and (c) the bill of materials. The term "**Design Package IP**" means any intellectual property rights, other than any trade marks or similar rights, that may subsist in the Design Package to the extent that such intellectual property rights are (i) solely owned by ICIL, and (ii) not made available under any open source licence terms.

1.2 *Licence.* ICIL grants to the Licensee, subject to the terms of this Agreement, a worldwide, royalty-free, non-transferable, non-sublicensable, and non-exclusive licence under the Design Package IP for the sole purpose of supporting the production of ventilator and ventilator components for use during the current Covid-19 pandemic caused by the SARS-CoV-2 virus.

1.3 *Reservation of rights.* As between the Parties, the Design Package and the Design Package IP shall remain the property of ICIL. Except for the licence expressly granted by Clause 1.2, ICIL reserves all its rights. As the licence granted in Clause 1.2 is non-exclusive, this Agreement places no restriction on ICIL's activities with respect to the Design Package or the Design Package IP. Without limiting the scope of the preceding sentence, ICIL reserves for itself, Imperial College, and its and their respective affiliates, employees, students, and other researchers the irrevocable, perpetual, royalty-free, fully-paid-up, worldwide right to use the whole or any part of the Design Package and the Design Package IP for any and all purposes, whether commercial or non-commercial. For the avoidance of doubt, and without limitation, such purposes shall include the purposes of teaching, publication, and research and development.

1.4   *Third-party IP.* The Licensee acknowledges that its activities with the Design Package (to the extent permitted by this Agreement) may require licences to certain third-party products and intellectual property, including without limitation licences to the LabVIEW software package. The Licensee shall be responsible for obtaining all such licences to third-party products and intellectual property. Nothing in this Agreement shall require ICIL to provide the Licensee with any such licences or to disclose to the Licensee any information that may be relevant thereto.

1.5   *Compliance.* In carrying out any activity with the Design Package, the Licensee shall comply with all applicable laws, rules, and regulatory requirements. Without limitation, the Licensee shall be responsible for obtaining any necessary approvals from any applicable regulatory authorities for any product that may be designed, developed, manufactured, used, marketed, sold, or supplied using the Design Package.

1.6   *No trade mark licence.* The Licensee shall not use the name or any adaptation of the name of ICIL or Imperial College, or any of their respective logos, trademarks, or other devices (including, without limitation, the "JamVent" name and logo), in connection with any activity with the Design Package or any product that may be designed, developed, manufactured, used, marketed, sold, or supplied using the Design Package.

2   Duration and termination

2.1   *Commencement and termination by expiry.* This Agreement, and the licence granted under Clause 1.2, shall come into effect on the date on which the Licensee first downloads or otherwise accesses the Design Package (whichever is the earlier) and shall continue in force until the second (2nd) anniversary thereof. On such anniversary, this Agreement, and the licence granted under Clause 1.2, shall terminate automatically and without further notice.

2.2   *Early termination.* ICIL may terminate this Agreement, and the licence granted under Clause 1.2, early by notice in writing to the Licensee, if: (a) the Licensee materially breaches any term of this Agreement; or (b) if any warning letter or other notice of infringement is received by ICIL or the Licensee, or if any legal suit or other action is brought against ICIL or the Licensee, alleging infringement of any third-party rights in connection with any activity carried out with the Design Package.

3   No warranty and no liability

3.1   *Disclaimers.* The Licensee acknowledges that the Design Package: (A) is an early-stage prototype design for a simple, emergency ventilator that has been developed in an academic environment at speed in response to the Covid-19 pandemic; and (B) does not have regulatory approval. Accordingly, the Licensee acknowledges and agrees that:

(a)   ICIL does not make any representation or give any warranty, or undertaking that: (i) the Design Package will provide the Licensee with a design for any product that can be produced without further development, testing, verification, and other work; (ii) the Design Package will lead to any product that is of satisfactory quality, is fit for any purpose, is safe, or is commercially viable; or (iii) any regulatory authority will give the necessary approvals for any product that is developed using the Design Package;

(b)   ICIL does not accept any responsibility for any product that may be designed, developed, manufactured, used, marketed, sold, or supplied using the Design Package;

(c)   The Licensee shall be exclusively responsible in all respects for any such products, notwithstanding any contributions that ICIL or Imperial College may provide in connection with any such activities, and for obtaining any necessary regulatory approvals for such products;

(d)   The Design Package is made available "as is" and without any express or implied warranties, representations, or undertakings whatsoever. As examples, but without limiting the scope of the preceding sentence, ICIL does not make any representation or give any warranty, or undertaking:

(i)   as to the scope, efficacy, or usefulness of the Design Package;

(ii)   that any of the Design Package IP is or will be valid or existing;

(iii)   that ICIL owns all necessary property, intellectual property, and other rights in the Design Package;

(iv)   that the use of the Design Package, or any other exercise of the rights granted under this Agreement, will not infringe any intellectual property or other rights of any third party; or

(v)   that the Design Package is of satisfactory quality, is fit for any purpose, complies with any sample or description, is made available with reasonable care and skill, is safe and free from bugs, errors, viruses, and other harmful elements, or that its use will be uninterrupted;

(e)   Accordingly, the Licensee shall carry out its activities with the Design Package (to the extent permitted by this Agreement) at its sole risk and expense.

3.2   *No liability*. ICIL shall have no liability to the Licensee, whether in contract, tort (including negligence), or otherwise, in relation to the Design Package and the Design Package IP to the maximum extent permitted by applicable law. The Licensee shall indemnify ICIL, Imperial College, and each of their respective affiliates and the trustees, council members, directors, officers, employees, students, contractors, consultants, and other researchers of each of ICIL, Imperial College and each of their respective affiliates (together, the "**Indemnified Parties**") from and against any and all losses, damages, fines, penalties, liabilities, charges, and any other costs, fees, and expenses of any nature whatsoever suffered or incurred by any of the Indemnified Parties in connection with any claim, demand, proceeding, judgment, or any other action of any nature whatsoever arising out of or in connection with: (a) any use of the Design Package or any other exercise of the rights granted to the Licensee under this Agreement; (b) the design, development, manufacture, use, marketing, promotion, selling or supplying of, or any other dealing in, any products by the Licensee, any customer, or any other person; and/or (c) any breach by the Licensee of any term of this Agreement.

3.3   *Acknowledgement.* ICIL grants the licence under Clause 1.2 to the Licensee without requiring the payment of any royalties or other licence fees and, as such, the Licensee acknowledges and agrees that the provisions of Clauses 3.1 and 3.2 are reasonable.

3.4   *Insurance*.   Without limiting its liabilities, the Licensee shall take out with a reputable insurance company, and maintain, adequate insurance cover in respect of its obligations under this Agreement, including product, professional, and public liability insurance, and insurance against all loss of and damage to property (whether real, personal or intellectual) and injuries to persons (including death). The Licensee shall make its insurance policy and renewal receipts available to ICIL on request from time to time. The Licensee shall ensure that such insurance continues in force throughout the term of this Agreement and until at least six years thereafter.

4   General

4.1   *No assignment.* The Licensee shall not assign, mortgage, charge, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of ICIL.

4.2   *Law and jurisdiction.* This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts. Notwithstanding the previous sentence, nothing in this Agreement shall prevent or delay either Party from seeking an interim injunction in any court of competent jurisdiction.

4.3   *Entire agreement.* This Agreement sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral and written agreements, arrangements, and understandings

between them relating thereto. Each of the Parties acknowledges that it is not relying on any representation, agreement, term, or condition which is not set out in this Agreement.