

OPEN WATER INTERNET, INC.

PATENT PLEDGE

1. Introduction. Openwater is engaged in the research, design, development, manufacturing and production of novel imaging and ultrasonic technologies and diagnostic and therapeutic devices including software and AI intended to have broad applications in the treatment of various medical conditions, including COVID-19/Long COVID, vaccine injury, neurodegenerative ailments, cancer, and other fields of medicine, brain computer interface and wellness and enhancement. This pledge, which embodies Openwater's founding ethos, is intended to continue and encourage the advancement of medical science and biotechnology and ensure equitable global medical access, thereby benefiting Openwater, other medical and biotechnology companies, and individuals across the world, regardless of income. The below guidelines demonstrate our commitment to the foregoing advancements and detail how Openwater is implementing its open source development model.
2. Definitions.
 - a. "Openwater Open Source Products" means any product (including hardware) based on a design that Openwater has released under the terms of the Creative Commons Attribution – ShareAlike 4.0 International license at <https://creativecommons.org/licenses/by-sa/4.0/deed.en> or on improvements, enhancements or derivatives of or relating to such design, as well any designs that are disclosed in the Pledged Patents as defined below, or on improvements, enhancements or derivatives of or relating to such design.
 - b. "Openwater Derived Open Source Software" means any software based on source code or object code that Openwater has released under the terms of the GNU Affero General Public License, Version 3, released November 19, 2007 available at <https://www.gnu.org/licenses/agpl-3.0.en.html> or any similar open source license that satisfies any version of "The Open Source Definition" provided by the Open Source Initiative at opensource.org/osd or any version of "The Free Software Definition" provided by the Free Software Foundation at [gnu.org/philosophy/free-sw.html](https://www.gnu.org/philosophy/free-sw.html).
 - c. "Openwater", "our", or "we" means Open Water Internet, Inc.
 - d. "Pledge" means the pledge in Section 3 below.
 - e. "Pledged Patents" means (i) all of the patents and patent applications listed at <https://www.openwater.health/patents>, (ii) all future patents exclusively owned by Openwater, regardless of whether we have posted such patents online, and (iii) patents jointly developed by Openwater and a third party (such patents, "Jointly Developed Patents").
 - f. "You" means any individual or entity that uses or accesses or exercises any rights in the Pledged Patents.
3. Pledge. Other than as described in the "Defensive Termination" section below, we pledge to each person or entity that manufactures, develops, sells, offer for sale, distributes, imports, exports or uses any (a) Openwater Open Source Products or (b) Openwater Derived Open Source Software (in each case, in compliance with any applicable licenses under which they are distributed by Openwater), that Openwater will not bring a lawsuit or other legal proceeding against you for patent infringement under any Pledged Patents based on your development, manufacture, use, sale, offer for sale, lease, license, exportation, importation or distribution of such Openwater Open Source Products or Openwater Derived Open Source Software in such manner, *provided that*, with respect to Jointly Developed Patents, Openwater is only making this pledge with respect to our right to bring a legal proceeding for patent infringement and does not represent that a third party will honor this Pledge. The preceding pledge does not apply to any infringement of the Pledged Patents by Openwater Derived

Open Source Software combined with special purpose hardware or with software that is not Openwater Derived Open Source Software.

4. Legal Effect. It is Openwater's intent that this Pledge is legally binding and enforceable against Openwater and its controlled affiliates, and their successors and assigns ("Openwater Parties"). Accordingly, if an Openwater Party sells, exclusively licenses, assigns, or otherwise transfers a Pledged Patent to any person or entity, that Openwater Party will be obligated to require that person or entity to agree, in writing, to abide by the Pledge and to require the same of any subsequent transferees.
5. No Warranties or Assurances. Other than what we've explicitly described in the Pledge, there are no other rights, licenses, or obligations are undertaken, granted, received, or waived—whether by implication, estoppel, or otherwise by this Pledge. Additionally, Openwater cannot guarantee that The Pledge may be honored in all jurisdictions. The Pledge is not an assurance that any of the Pledged Patents do or may cover any particular software or hardware or are enforceable or that any activities covered by the Pledge will not infringe patents or other intellectual property rights of a third party. This Pledge does not cover patents owned exclusively by third parties, and with respect to any Jointly Developed Patents, it only extends to our ability to waive our rights in such Jointly Developed Patents, and not any other third party. Unless explicitly set forth in a separate agreement between you and Openwater, Openwater will not be liable to a party relying on the Pledge for related claims brought by another based on infringement of intellectual property rights or otherwise.
6. Defensive Termination. Openwater makes this Pledge to foster innovation in medical imaging, diagnostics and advanced therapeutics, and other related technologies and areas that may be able to benefit from Openwater Open Source Products. To that end and to avoid the possibility that someone may abuse the Pledge, the Openwater Parties reserve the right ("Defensive Termination") to terminate the Pledge at any time with respect to any person or entity if that person or entity (or an affiliate or agent thereof) engages in any of the following activity:
 - a. Files (or threatens to file, whether orally or in writing) a lawsuit or other proceeding alleging patent infringement based, in whole or in part, on **any** products or services developed, used, imported, manufactured, offered for sale, sold, or distributed by or on behalf of an Openwater Party;
 - b. Challenges (or threatens to challenge, whether orally or in writing) in a lawsuit, opposition, *inter partes* review, or other proceeding the validity or enforceability of a Pledged Patent;
 - c. Has a financial interest in, **or** provides voluntary assistance to the filing or prosecution of, any proceeding or challenge as described in (a) or (b);
 - d. Previously owned or controlled a patent that is asserted as described in paragraph (a); or
 - e. Engages in illegal activity as determined by a competent jurisdiction pursuant to the rules of due process and the like in said jurisdiction.

No delay or omission by an Openwater Party in exercising its right of Defensive Termination will impair or be construed as a waiver of such right by any Openwater Party.

If an Openwater Party terminates the Pledge pursuant to this section, that termination will void the Pledge *ab initio*. That is to say, it will have the same effect as if the Pledge had never been extended to that person or entity in the first instance. Openwater, in its sole discretion, shall determine if and when, and the manner and terms on which, the Pledge shall again extend to that person or entity after an Openwater Party has exercised Defensive Termination.