

Permissive License Agreement – Open Ventilator Files Project Undertaking from Brown University, BrunO2

The United States and countries around the world currently are responding to an emergency involving the spread of the Novel Coronavirus Disease (“COVID-19”). In light of and in response to the emergencies declared by the United States and Rhode Island governments related to COVID-19, and to support the public health and medical response of governmental entities within Rhode Island, the United States, and around the world, Brown University is making available the package of materials defined in this License to enable entities and persons across industries to leverage their own expertise and resources to evaluate options for rapid ventilator manufacturing to help medical and healthcare professionals and patients dealing with COVID-19.

Permissive License

I. Parties

Brown University, a Rhode Island not-for-profit educational corporation located in Providence, RI 02912, on behalf of BrunO₂ (“Brown” or “University”), is the Licensor under this License. BrunO₂ is a group of Brown and Brown-affiliated students, faculty, and medical doctors working to design, fabricate, and test a novel rapidly deployable ventilator and custom ventilator components.

“Licensee” refers to the entity, person, and/or persons that have received or accessed, by downloading or otherwise, the Design Materials (defined below).

Brown and Licensee are parties to this Permissive License Agreement (“License”).

II. Materials

This License applies to the Design Materials set forth in Appendix A, and any and all related materials, including software (“Design Materials”).

III. License

Design Materials License. Brown University hereby provides Licensee a revocable, non-exclusive, royalty-free, world-wide license to the Design Materials to use, make, have made, manufacture, have manufactured, sell and have sold a ventilator and components (“Licensee Ventilator”) in response to the COVID-19 pandemic (the “Purpose”). Licensee is free to use, share, distribute, make available to others, publicly display, copy, modify, and build upon the Design Materials for the Purpose.

The terms of this License apply to the Design Materials only and not to any other projects Licensee may work on now or in the future with Brown University. No right or license under any

Brown patent or patent application, nor any right or license to any other Brown intellectual property, is granted to Licensee or any other entity or person as a result of this License.

Should Licensee desire to use the Design Materials for any purpose but for the defined Purpose, it must contact Brown University and obtain permission in writing.

IV. Term

This License is effective from the date Licensee receives or accesses the Design Materials until April 15, 2024 (“Term”).

Brown University cannot revoke this License during the Term as long as Licensee follows and adheres to the License terms and conditions. Brown reserves the right to revoke, in its sole discretion, the License if the Licensee does not follow or adhere to any term or condition of this License, in whole or in part.

The License may be renewed or extended for any duration upon the written approval and in the sole discretion of Brown.

V. Regulatory Approval

Licensee’s sale or distribution of Licensee Ventilator is conditioned on Licensee obtaining all required regulatory approvals in each country or territory in which it plans to sell or distribute Licensee Ventilator, and Licensee must comply with all applicable regulatory requirements in those jurisdictions.

VI. Notices & Warning

Licensee must provide a warning indicating that Licensee Ventilator was created in response to the COVID-19 pandemic (an example warning is provided below). With respect to Licensee Ventilator, Licensee must reference this License, indicate if any changes were made to the Design Materials to create Licensee Ventilator, and describe the nature of such changes.

Example Warning: “COVID-19 Warning: This Ventilator was created for use only in response to the COVID-19 pandemic. It is provided AS IS.”

Licensee must retain all copyright, patent, trademark, and other proprietary notices in the Design Materials.

VII. Brown University Trademarks

Licensee is not authorized to use the Brown University name or the name of any affiliate of Brown University, or any of Brown University’s or its affiliates’ respective images, logos, or marks in connection with Licensee’s activities or Licensee Ventilator, except upon Brown’s prior

written consent or as required by regulatory authorities, provided that Licensee give prior written notice to Brown of such use.

Licensee may not use the name or image of any Brown University personnel, faculty, staff, students, or researchers, including those individuals who are part of or identify with BrunO₂, without the prior written consent of Brown University or the individual whose name or image Licensee wishes to use.

VIII. Modifications

If Licensee modifies, transforms, improves, or builds upon the Design Materials (collectively, “Modifications”), Licensee must make its Modifications available under a license that includes terms identical to the terms of this License. Every entity that or person who receives or accesses the Design Materials receives an automatic license from Brown University under the terms of this License. Licensee may not apply legal terms or technological measures that legally restrict others from doing anything this License permits.

IX. Limitation of Liability

BROWN UNIVERSITY, INCLUDING AND ON BEHALF OF ITS TRUSTEES, OFFICERS, DIRECTORS, EMPLOYEES, FACULTY, STUDENTS, RESEARCHERS, AND AGENTS, DOES NOT ASSUME ANY LIABILITY AND HAS NO RESPONSIBILITY FOR THE PAYMENT OF ANY DAMAGES OF ANY KIND (INCLUDING CLAIMS ARISING OUT OF OR RELATED TO PRODUCT LIABILITY, NEGLIGENCE, FAILURE TO WARN, WARRANTY, USE OR INABILITY TO USE, REGARDLESS OF THE LEGAL THEORY ON WHICH ANY SUCH DAMAGES OR LIABILITY MAY BE BASED AND WHETHER OR NOT BROWN UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES OR LIABILITY) FOR LICENSEE’S USE OF THE DESIGN MATERIALS, THE DESIGN MATERIALS LICENSE, LICENSEE VENTILATOR, OR ANY OTHER VENTILATOR (INCLUSIVE OF ANY SOFTWARE) MANUFACTURED BY LICENSEE OR ANY OTHER THIRD PARTY BASED ON OR DERIVED FROM THE DESIGN MATERIALS, OR THE MANUFACTURE, SALE, MAINTENANCE, OR SUPPORT OF LICENSEE VENTILATOR OR ANY OTHER VENTILATOR (INCLUSIVE OF ANY SOFTWARE) BY LICENSEE OR ANY THIRD PARTY.

THE USE OF THE DESIGN MATERIALS AND THE MANUFACTURE AND SALE OF LICENSEE VENTILATOR IS AT LICENSEE’S OWN EXPENSE AND RISK.

THIS LICENSE IS INTENDED TO ASSIST WITH THE PUBLIC HEALTH AND MEDICAL RESPONSE TO THE COVID-19 PANDEMIC.

X. No Warranties

THE DESIGN MATERIALS ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BROWN UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OR FUNCTIONALITY OF ANY OUTCOME OR RESULTS FROM USE OF THE DESIGN MATERIALS BROWN UNIVERSITY DOES NOT WARRANT THAT ANY OF THE DESIGN MATERIALS ARE ERROR OR BUG-FREE.

BROWN DOES NOT WARRANT THAT THE USE OF THE DESIGN MATERIALS WILL NOT INFRINGE ANY VALID PATENT OR OTHER PROPRIETARY RIGHTS OR THAT THE DESIGN MATERIALS ARE SAFE AND WITHOUT HAZARDS. RECIPIENT ASSUMES ALL RISKS ASSOCIATED WITH ITS USE OF THE DESIGN MATERIALS.

Brown's rights to distribute the Design Materials to other commercial and non-commercial organizations and individuals are not limited in any way by this License.

The License may not give Licensee all of the permissions necessary for its intended use of the Design Materials. For example, regulatory permissions, quality management systems, patient safety factors, and other rights may limit how Licensee uses the Design Materials.

XI. Indemnity

Licensee hereby agrees to indemnify, defend, and hold Brown University and its affiliates, and their respective Trustees, officers, directors, employees, faculty, students, researchers, and agents, harmless from any and all claims, demands, proceedings, liabilities, damages, costs, expenses and fees arising out of or related to (i) Licensee's use of or inability to use the Design Materials; (ii) the manufacture, use, sale, import, maintenance, or support of Licensee Ventilator; and (iii) any death, personal injury, or property damage that directly or indirectly results from any use of or inability to use the Design Materials or Licensee Ventilator.

XII. Ownership

The Design Materials remain the property of Brown University. Licensee does not have any ownership rights or exclusivity to the Design Materials.

XIII. Governing Law

This License is governed by the laws of the state of Rhode Island, without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this license.

End of License

Appendix A

Design Materials

Design Materials

- Documentation and user guides/tutorials
- Assembly instructions
- Test reports, including raw data files
- Bill of materials
- Editable CAD files (various formats) and 3D-printable .stl files
- Source code (may be written C, C++, python, MATLAB, or other languages)
- Executable programs
- Printed circuit board schematics, layout files, and Gerber manufacturing files

Design Materials include documents, records, materials, items, software, or information, in whatever form, including electronic, that are related to the above-described Design Materials.