

# Open COVID License – COVINHOOD™

Having made the Open COVID Pledge, we (the “**Pledgor**”), in order to speed the development and dissemination of the technologies needed to end the COVID-19 Pandemic and mitigate the effects of the disease, grant the license described below regarding our patent pending protective device against oral bioaerosols for use by dental patients, as detailed in Appendix A below (the “**COVINHOOD**”), subject to the terms and conditions described below (the “**Agreement**”).

Our intent in doing so is to advance the shared cause of ending the COVID-19 Pandemic, and we do so without any expectation of consideration or compensation, and with knowledge of the rights we are licensing.

## 1. LICENCE GRANT AND SCOPE

The Pledgor grants to every person and entity that wishes to accept it (the “**Licensee**”), a non-exclusive, non-transferable, non-sublicensable, royalty-free, worldwide, fully paid-up license under Pledgor’s intellectual property that we have the right to license (the “**Licensed IP**”) to make, use, import, sell, and offer for sale the COVINHOOD™ (U.S Patent Pending), solely for the purpose of diagnosing, preventing, containing, and treating COVID-19.

## 2. OWNERSHIP

Except for the limited license rights expressly provided herein, the Pledgor has and will retain all rights, title and interest in and to the COVINHOOD™ (including, without limitation, all patent, industrial design, copyright, trademark, trade secret and other intellectual property rights) and all of Pledgor's copies, modifications and derivative works thereof (including as may reflect any suggestions or feedback received from the Licensee). Upon request of the Pledgor, the Licensee shall take all necessary or useful measures, at the Pledgor’s expense, to enable the Pledgor to confirm and assert its rights.

## 3. TERMINATION

This Agreement is effective as of December 1, 2019 and lasts until one year after the World Health Organization declares the COVID-19 Pandemic to have ended, but in any event not beyond January 1, 2023, unless otherwise extended by the Pledgor.

Upon the termination of the Agreement, all the Licensee’s rights under this Agreement shall terminate and the Licensee shall immediately cease all use of the Licensed IP, unless expressly authorized in writing by the Pledgor.

All provisions regarding ownership, termination, defensive suspension, warranty, and governing law contained herein shall survive the termination of the Agreement and shall remain in full force and effect thereafter.

#### **4. REGULATORY EXCLUSIVITY**

The Pledgor will not assert any regulatory exclusivity against any entity or individual for use of the Licensed IP in accordance with the license provided herein, and we will not seek injunctive or regulatory relief to prevent any entity or individual from doing so.

#### **5. DEFENSIVE SUSPENSION**

The license and non-assertion covenant granted above shall automatically be suspended, and the Pledgor shall be free to assert the Licensed IP against the Licensee, if the Licensee or any entity affiliated with the Licensee threatens or initiates a suit or legal proceeding alleging the infringement of any patent or other intellectual property right against the Pledgor or any entity affiliated with the Pledgor.

#### **6. NO WARRANTY**

The license rights provided herein are granted "AS IS", without warranties or conditions of any kind, either express or implied, including, without limitation, any warranties or conditions of title, non-infringement, merchantability, or fitness for a particular purpose.

Without limiting the generality of the foregoing, no certification or standards have been obtained for the COVINHOOD™ and no steps have been taken to obtain them, namely, but without limitation, the FDA and Health Canada, and Pledgor makes no representation or warranty hereunder that the COVINHOOD™ (including its design and functionality) is certifiable in any manner whatsoever.

To the extent permitted by law, in no event shall the maximum aggregate liability of the Pledgor under this Agreement exceed \$100 Canadian dollars.

#### **7. GOVERNING LAW**

This Agreement shall be governed by the laws applicable in the Province of Quebec. The Parties elect domicile in the judicial district of Montreal, to the exclusion of any other court that may have jurisdiction.

# Appendix A

## The COVINHOOD™

**Disclaimer:**

**!!NOT AN APPROVED MEDICAL DEVICE!!**

**Use at your own risk.**

The COVINHOOD™ (U.S Patent Pending) is a protective device against oral bioaerosols for use by dental patients.

This device is made from an 18.9L clear water bottle, designed to assist dentists and dental hygienists with significant needs for additional protection against oral bioaerosols during a pandemic, with a shortage of Personal Protective Equipment (PPE).

The COVINHOOD™ is equipped with four openings: one for the patient's head (orange filter glasses); two others, one on each side for the hands and instruments of the dentist or dental hygienist; and the last, the normal bottle opening, for the connection of the antistatic hose associated with the suction and filtration system with HEPA (0.3 micrometer).

Photographs and graphic representations of the COVINHOOD™ are reproduced below:







