

Copyright License Agreement

This Copyright License Agreement (this "Agreement") is made effective as of is entered into by and between:

- (i) Matusz Dyrda, residing;
Konrad Klepacki, residing;
(the "Licensor"); and
- (ii), having its principal place of business at
(the "Licensee").

Recitals

Licensor wishes to support the international community in the fight against the coronavirus pandemic. Thus, Licensor decided to create the digital project of a laser cut medical shield (**the "Project"**) as described in Appendix A. Licensor has the exclusive right to license to others the right to produce, copy or sell the Project and wishes to grant the Licensee the right to use the Project to the extent described in this Agreement. Licensee hereby accepts and agrees to be bound by the terms and conditions of this Agreement. Licensor disclaims all liability for damages resulting from the use of a Project to the fullest extent possible.

NOW IT IS HEREBY AGREED as follows:

1. Grant of License

(a) Licensor hereby grants to Licensee, in accordance with the terms and conditions of this Agreement, a worldwide, royalty-free, non-sublicenseable, non-exclusive license to use the Project in the course of its business and to otherwise copy, print, make, use, produce, reproduce, modify, sell and distribute the Project for non- commercial and commercial use. Licensor authorizes Licensee to exercise the rights granted herein in all media and formats and to make technical modifications necessary to do so. Licensor authorize Licensee to use the Project in accordance with terms and conditions of this Agreement for advertising purposes.

(b) Notwithstanding the foregoing, Licensee cannot sell the Project and products derived from or based upon the Project in any way, at prices above the reasonable price. Reasonable price shall mean price that does not exploit potential buyers due to their forced position in connection with a coronavirus pandemic by grossly inflating sales margin.

(c) Licensee hereby accepts such license and agrees that Licensee shall not use the Project except in accordance with the terms and conditions of this Agreement. Licensee acknowledges and agrees that the license granted herein is non-exclusive and that Licensor may license others to use the Project.

2. Ownership of Project

Licensee acknowledges that Licensor is the sole and exclusive owner of the Project. Licensee further agrees that it will not claim ownership rights to the Project. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Project other than the right to use the Project in accordance with terms and conditions of this Agreement.

3. Term and Termination

(a) This Agreement shall commence as of the Effective Date and shall continue in full force and effect for a period of one year. Notwithstanding the foregoing, Licensee may provide written request of renewal to the Licensor, not less than seven days prior to the expiration of one year term, and Licensor may agree on such renewal.

(b) In the event of breach of the terms and conditions of this Agreement by the Licensee, this Agreement shall be immediately terminated without prior notice from the Licensor.

(c) Upon termination or expiration of the license granted under this Agreement by operation of law or otherwise, all rights, including the right to use the Project, privileges and obligations arising from this Agreement shall cease to exist.

4. Fees

Licensor waives any right to collect royalties from Licensee arising out of or in connection with this Agreement.

5. Use of the Project

(a) For avoidance of doubt, moral rights are not licensed under this Agreement.

(b) Each time the Project is made available to the public by any means or process, such as reproduction, public display, distribution, dissemination, communication, or importation, and each time the Project is made available to the public including in ways that members of the public may access the material from a place and at a time individually chosen by them, Licensee must identify the Licensor, in any reasonable manner requested by the Licensor

6. Disclaimer of Warranties and Limitation of Liability

(a) Licensor offers the Project as-is and as-available, and makes no representations or warranties of any kind concerning the Project, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable. Where disclaimers of warranties are not allowed in full or in part, this disclaimer may not apply to Licensee.

(b) To the extent possible, in no event will the Licensor be liable to Licensee (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary damages, or other losses, costs, expenses, or damages arising out of this Agreement or use of the Project, even if the Licensor has been advised of the possibility of such losses, costs, expenses, or damages. Where a limitation of liability is not allowed in full or in part, this limitation may not apply to Licensee.

7. Miscellaneous

(a) Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

(b) This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

(c) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

(d) If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

[signature page immediately follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

LICENSOR

[NAME] [DATE]

LICENSEE

[NAME] [DATE]

Appendix A

Description of the Project