

LIMITED LICENSE AGREEMENT

between

Mestel Safety s.r.l., a company incorporated under the laws of Italy, with a principal place of business located at via Morozzo della Rocca 6, Milano, Italy, Italian tax registration number 01674650997, represented by Sergio Gamberini (“**Licensor**”)

and Licensee

(Licensor and Licensee hereinafter jointly referred to as “**Parties**” or, when individually and generally referred to, “**Party**”)

WHEREAS

- A. Licensor is specialized in developing and producing equipment for snorkeling and scuba diving, Personal Protection Equipment, and OEM manufacturing, as well as in the research and development in molding, electronics and engineering related to these areas;
- B. Licensor is a part of The Ocean Reef Group whose products are distributed worldwide and which known for offering innovative solutions to customers;
- C. The Ocean Reef Group developed full face snorkeling masks marketed under the brand Aria (“**Products**”);
- D. In response to the outbreak of the health crisis related to the Covid-19, Licensor carried out research and development activities in an effort to modify the Products for out-of-water uses as personal protection devices or for medical uses (“**Project**”);
- E. Within the context of the Project, Licensor has developed a device, which can be installed on the top of the Products (or other full face snorkeling masks manufactured by other companies) and which creates an insert for filters, as well as a connection point for other devices which will render the mask suitable for protective or medical use (the “**Device**”);
- F. The Device may be installed in Products to adapt the Products for out-of-water safety needs and uses, including but not limited to connecting masks to respirators/breathing aid products, other medical equipment, filters of any sort and kind, valves and other connections as inlets or outlets (“**Applications**”);
- G. The Device is still under development. The Device and the Applications have not been fully tested, and has not been certified by the FDA, OSHA, NIOSH or any administrative, governmental or other regulatory body;

- H. On March 16, 2020, Licensor has filed an application for a patent concerning the Device with the offices of the Italian Patent Offices under application no. 102020000005569 (the “**Patent**”);
- I. However, in response to the humanitarian crisis created by Covid-19, Licensor is willing to make available the Device for further research and development in furtherance of the Project and the Applications; and
- J. Licensee would like to obtain from Licensor, and Licensor is willing to grant to Licensee, a limited license in and to the Device and its related intellectual property, for purposes of, and under the terms and conditions of, this agreement (“**Agreement**”).

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree:

1 License

- 1.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, upon and subject to all the terms and conditions of this Agreement, a limited, revocable, non-exclusive, non-transferable, non-sublicensable license in and to the technical specifications, design, know-how and software relating to the Device (the “**Device IP**”) for the limited purposes of further design, testing and development of the Device for the Applications, and to make, use and distribute (not for profit) the Device to combat the Covid-19.
- 1.2 Except as expressly provided for herein, nothing in this Agreement is intended to confer or otherwise grant any license, rights or interests in any other patent, trademark, trade secrets or other intellectual property of Licensor.
- 1.3 Licensee expressly recognizes, agrees and stipulates to Licensor’s sole authorship and ownership of the Device IP, the Device and/or the Project. Licensee will expressly identify any Device printed by it as “*A project by The Ocean Reef Group*” in any case of (a) distribution (not for profit) of the Device and/or Applications, (b) publishing of reports or press releases, and (c) communications otherwise conveyed to the public regarding Device IP, the Device and/or the Project. For greater clarity, no other use of the term “The Ocean Reef Group” is permitted to Licensee and no license is granted to Licensee in any trademark of Licensor or The Ocean Reef Group.
- 1.4 Licensee will not seek any patent, trademark, copyright or any other intellectual property right in the Device IP or the Applications, or any matter similar thereto.
- 1.5 Except as explicitly provided herein, Licensee shall not: (1) make available or distribute all or part of Device IP or the Device to any third party by assignment, sublicense, or by any other means; (2) copy, adapt, reverse engineer, decompile, disassemble, or modify, in

whole or in part, any of the Device IP or related Documentation provided by Licensor; or (3) use the Device IP to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the Device IP, except for uses aimed at fighting Covid-19 outbreak.

- 1.6 Licensor can assign this Agreement or any right herein to any of the Ocean Reef Group Companies and Licensee hereby consents to such transfer.
- 1.7 Licensee is responsible for all testing and development of the Devise for use in the Applications, as well as for obtaining any necessary approvals or other certifications of the FDA, OSHA, NIOSH or any administrative, governmental or other regulatory body.
- 1.8 It is expressly recognized and agreed by Licensee that the sole purpose of this Agreement is for humanitarian purposes to fight the Covid-19 outbreak. Licensee may only recover its actual costs to manufacture and distribute Devises. Licensee may not recover any other costs, fees or expenses, including but not limited to research, development or testing costs, or the costs to obtain any necessary certifications of the FDA, OSHA, NIOSH or any administrative, governmental or other regulatory body.

2 Reports

- 2.1 Licensee will keep and maintain accurate and detailed records of the activities related to the Devise and the Applications carried out under this Agreement, including but not limited to production volume and distribution. LICENSOR shall have the right, upon reasonable notice, to inspect LICENSEE's books and records and all other documents and material in LICENSEE's possession or control with respect to the subject matter of this Agreement. LICENSOR shall have free and full access thereto for such purposes and may make copies thereof. All books and records relative to LICENSEE's obligations hereunder shall be maintained and made accessible to LICENSOR for inspection at a location in the United States for at least three (3) years after termination of this Agreement
- 2.2 Licensee undertakes to timely report to Licensor, without undue delay, upon completion of any Application and/or commencement of manufacturing or distribution of any Devise and/or on any refinements or development of the Device IP.
- 2.3 On a weekly basis, Licensee shall provide a detailed report to Licensor about the Devices which have been manufactured and distributed.

3 Intellectual property rights

- 3.1 Licensor shall be granted with a non-revocable, transferable, perpetual, royalty free license in and to all intellectual property rights in any refinements, advancements, improvements or further development of the Device IP and/or Applications, including but not limited to patents, trade secrets, methods of doing business, utility models, designs, copyrighted works (including computer software), know-how, and all other intellectual

property of a similar nature. All improvement made by the Licensee shall be promptly disclosed to Licensor and shall hereinafter be licensed to Licensor. Licensee hereby agrees to execute any and all documents necessary to perfect Licensor's rights in such improvements.

4 Representations and warranties

- 4.1 Licensee represents and warrants it has the necessary skills, resources, experience, and ability to design, develop, test, manufacture, obtain any necessary approvals for and distribute the Device or Applications and perform the activities contemplated hereunder in a professional and competent manner in accordance with the generally applicable industry standards and all applicable laws, and that it will do so.
- 4.2 The Device IP and the relevant technical specifications are provided "as is" without warranty of any kind. **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE, BY STATUTE OR OTHERWISE, IS EXPRESSLY EXCLUDED. LICENSOR SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING ALSO *DIRECT DAMAGES OR LOSS OF PROFITS*) ASSOCIATED WITH THE USE OF THE EQUIPMENT, THE DEVICE, THE DEVICE IP, THE APPLICATIONS OR THE DOCUMENTATION PROVIDED BY THE LICENSOR OR A CLAIM UNDER THIS AGREEMENT, WHETHER THE CLAIM IS BASED ON CONTRACT, TORT/*NON CONTRACTUAL LIABILITY* OR OTHERWISE.** Licensee will perform any necessary testing and certification activities, and/or seek any necessary approvals of any regulatory agency which might be required from time to time in order to make, use or distribute the Device and the Applications, inclusive of the Products.
- 4.3 Notwithstanding anything that may be to the contrary, nothing contained in this Agreement shall be construed as:
- (a) a warranty or representation by Licensor as to the validity, enforceability, scope, or patentability of the Device
 - (b) a warranty or representation by Licensor that anything made, used or sold or otherwise disposed of with the Device IP or otherwise under any license or right granted in this Agreement is or will be free from infringement, misappropriation or other violation of patents, trademarks, copyrights or other intellectual property rights of any third party.
- 4.4 Licensee shall bear any and all risks arising out of or related to any use, directly or indirectly, of the Device IP, Applications or the Device. Licensee agrees that Licensor and its directors, officers, employees, suppliers, licensors and agents will have no liability arising out of or related to any manufacture, use, distribution, storage, or disposal of the Device IP, Device or Applications by Licensee.

5 Proprietary rights

- 5.1 Licensee acknowledges and agrees that any and all copyright, patent, trademark, trade secret, and/or all other intellectual property rights of whatever kind or nature in the Device IP, Device, and/or Applications and Products are and shall remain the property of Licensor, and nothing in this Agreement should be construed as transferring any aspects of such rights to Licensee or any third party.

6 Confidentiality

- 6.1 **Confidential Information** “Confidential Information,” shall mean any information relating to the Device IP, the Device, or other information marked “Confidential”, transmitted by Licensor or other Ocean Reef Group Companies to Licensee. Licensee acknowledges the confidential and proprietary nature of the Confidential Information and agrees that it shall not reveal, disclose, or sell any Confidential Information for any purpose to any other person, firm, corporation, or other entity, other than Licensee’s employees with a need to know such Confidential Information to perform employment responsibilities consistent with Licensee’s rights under this Agreement. Licensee shall safeguard and protect the Confidential Information from theft, piracy, or unauthorized access in a manner at least consistent with the protections Licensee uses to protect its own most confidential information. Licensee shall inform its employees of their obligations under this Agreement, and shall take such steps as may be reasonable in the circumstances, or as may be reasonably requested by Licensor, to prevent any unauthorized disclosure, copying, use, or sale of the Confidential Information. Licensee acknowledges and agrees that in the event of the Licensee’s breach of this Agreement, Licensor will suffer irreparable harm that may be difficult to quantify, not compensated by money damages and therefore shall not have an adequate remedy at law. Accordingly, Licensor shall be entitled to a preliminary and final injunction without the necessity of posting any bond or undertaking in connection therewith to prevent any further breach of these confidentiality obligations or further unauthorized use of Confidential Information. In addition, Licensor shall be entitled to liquidated damages, and not as a penalty, in the total amount of \$100,000, as well as any other damages to which Licensor may be entitled. The term Confidential Information shall not apply to the information that Licensee can prove that, in that precise and specific configuration and combination of elements, was already public domain at the date of signature of this Agreement, or become public domain thereafter without Licensee’s fault. This remedy is separate and apart from any other remedy Licensor may have.

- 6.2 Notwithstanding the foregoing, Confidential Information includes any and all information communicated to the Licensee before or after the date of signature of this Agreement as well as the information developed or otherwise originated by Licensee in the performance of this Agreement.

- 6.3 All Confidential Information remains the property of Licensor. Licensee shall: (a) treat as confidential, and protect the Confidential Information of the Discloser from all unauthorized use or disclosure; (b) use such Confidential Information solely for the

purposes of this Agreement; (c) not disclose the Confidential Information to any persons, except those who strictly need to know it for the purposes of performing this Agreement; (d) immediately notify Licensor upon discovery of any loss, unauthorized use, disclosure or sale of the Confidential Information and use all reasonable efforts to retrieve it.

- 6.4** Upon request by Licensor, and in any case upon termination or expiration of this Agreement, Licensee shall deliver to Licensor all documents, files and materials incorporating the Confidential Information without keeping any copy of it.
- 6.5** Without Licensor's written consent, Licensee shall not use the tradenames, trademarks, service marks, brand names, designs or logos, domain names and any other similar intellectual property of any company from the Ocean Reef Group companies.
- 6.6** Notwithstanding the above, either Party shall have the right to publicly communicate the existence of this Agreement and the engagement of Licensee in the Project.
- 6.7** Licensee shall notify Licensor immediately upon discovery of any prohibited use, disclosure, or sale of the Confidential Information, or any other breach of these confidentiality obligations by Licensee, and shall fully cooperate with Licensor to help Licensor regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

7 Royalties

7.1 Non-Commercial Use

7.1.1. As long as the Device IP, Devices and Applications are printed, manufactured and distributed for use (at no profit) by any hospital or other health care provider for its own use, or otherwise used to fight the Covid-19, then there shall be no royalty or other payment due to Licensor under this Agreement.

7.2.2. In any case of commercial and/or for-profit use of the Device IP, Device or Applications this license shall be terminated with immediate effect.

8 Indemnity

- 8.1** To the fullest extent permitted by law, the Licensee will defend, indemnify and hold harmless Licensor (as well as any and all of its past, present and future individual or collective successors; assigns; licensees; joint venture partners; shareholders; representatives; agents; employees; owners; officers; directors; partners; servants; and any other affiliated, parent, subsidiary or predecessor persons; partnerships; firms; importers; distributors; retailers; companies; corporations; divisions) from and against any and all claims, demands, actions, expenses, judgments, fines, settlements, costs, and other amounts (including attorneys fees) incurred by Licensor arising out of or related to the Device IP, the Device, the Applications, or any other matter arising out of or related to this Agreement, including but not limited to any claims for infringement of any patent,

trademark or other intellectual property rights of any third party, breach of warranty, claims for personal injury or actions founded on product liability.

- 8.2. Licensor shall not defend, indemnify or hold harmless Licensee from or against any claims arising out of or related to the Device IP, the Devise, the Applications, or any other matter arising out of or related to this Agreement, including but not limited to any claims for infringement of patent, trademark or other intellectual property rights of any third party, breach of warranty, claims for personal injury or actions founded on product liability

9 Term and termination

- 9.1 This Agreement will begin on the date of execution and will continue to be effective until September 1, 2020, unless sooner terminated by either party upon fifteen (15) days prior written notice. See also paragraph 7.2.2.

- 9.2 Upon termination or expiration of this Agreement all licenses granted by Licensor to Licensee under this Agreement will be immediately terminated and revoked.

- 9.3 **Cessation of Use** Upon termination of this Agreement, Licensee shall cease using the Devise IP and all rights granted to Licensee under this Agreement shall forthwith terminate and immediately revert to Licensor. Licensee shall return any information provided pursuant to this Agreement or developed as a result of this Agreement and shall promptly return all copies of the Devise IP, Documentation, and all other Confidential Information in its possession or control. Licensee shall delete all copies of such materials residing in- on- or off-line computer memory, and destroy all copies of such materials which also incorporate Licensee's Confidential Information. Licensor shall be entitled to enter the Location(s) to repossess and remove the Device IP, Documentation, and any other Confidential Information. Licensee shall, within thirty (30) days from the effective date of the termination, certify in writing by an officer or director of the party that all copies of the Device IP and Documentation have been returned, deleted and destroyed.

10. Continuing Obligation Upon Termination

- 10.1 Licensee's obligations of Confidentiality (Paragraph 6) shall continue for five (5) years after termination of this Agreement. Licensee's obligations to defend indemnify and hold harmless Licensor Paragraph 8) shall continue in perpetuity.

11. No Joint Venture

- 11.1 Nothing contained herein shall constitute this arrangement to be employment, a joint venture or a partnership.

12. Good Will

12.1 Licensee recognizes the value of the good will associated with the Trademarks and acknowledges that the Trademarks and all rights therein including the good will pertaining thereto, belong exclusively to Licensor.

13 Headings

13.1 The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

14 Validity

14.1 If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

15 Binding Agreement

15.1 This Agreement will be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Licensee may not assign its rights or obligations under this Agreement without the prior written consent of Licensor.


16 Governing Law - Jurisdiction

16.1 This Agreement shall be deemed to have been negotiated and executed in Milan, Italy and will be governed by and construed in accordance with the laws of the Italy. The parties consent to the exclusive jurisdiction of the courts of Milan, Italy. Any dispute arising out of this Agreement shall be governed by the laws of Italy, and shall be decided solely and exclusively by the courts located in Milan, Italy.

LICENSEE



Authorized signature



Print name and title

LICENSOR

Mestel Safety Srl



Authorized signature

Sergio Gamberini, President.
Print name and title

For the purpose of art. 1341 and 1342 Italian Civil Code, Licensee expressly accepts the following provisions:
1.8 (limitation of ability to contract with third parties) 4.2-4-4 (limitation of liability), 7.1 (no commercial use limitation of ability to contract with third parties), 8(indemnity) 9.1 (withdrawal), 16 (jurisdiction).