

PERSONAL DOOR OPENER

Date: 1st April 2020



RELEASE, WAIVER OF LIABILITY, DEFENSE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

You acknowledge that you understand that HP Inc. ("HP") is acting as a good samaritan and an independent volunteer providing dissemination of a 3D design for the manufacture of a component for a "COVERED COUNTERMEASURE" to be made by a "COVERED PERSON" as defined in the United States' Public Readiness and Emergency Preparedness Act (Prep Act), Public Law 109-148, Division C, Section 2 and other similar laws. This product is solely for professional use and the following purposes: To diagnose, mitigate, prevent, treat, cure, or limit the harm of SARS-COV-2 or a virus mutating therefrom and the resulting disease, COVID-19. This product may not be used for any unlawful purposes and that use is expressly prohibited under the terms and conditions of its use. Given the exigent circumstances under which this product is being made, HP makes no representation as to the safety and efficacy of this product. HP does not certify the design or components operate properly or satisfy any regulatory requirements. This Release, Waiver of Liability, Defense, Indemnification and Hold Harmless Agreement ("Agreement") is meant to reflect the fact that HP offers the design as an experimental device, without warranty of any kind. The person signing below ("You") is either the individual recipient of the design if the individual recipient is an adult under the laws of the relevant jurisdiction or the parent or legal guardian of the child if the individual recipient is a child under the laws of the relevant jurisdiction.

You agree that the design provided to You by HP or by any individual associated with HP is provided "AS IS" and without representations or warranties of any kind, express or implied. By selecting the "I agree" button, you further acknowledge that such design has not been evaluated or approved by any regulatory authority. HP does not promote, encourage, or condone the inappropriate use of any intellectual property. In response to the COVID-19 pandemic, HP grants a limited non-exclusive license to HP owned content provided on this site. This license does not include any right to use any HP trademarks, and you may not use any HP trademark without specific written permission from HP prior to such use. HP retains all rights and privileges and may retract this limited non-exclusive license at any time and at HP's sole discretion.

You understand that the design furnished by HP is meant to benefit society, and is not intended, and shall not be used, for commercial use. If You are an adult under the laws of the relevant jurisdiction and are the individual recipient, you acknowledge that You understand the potential risks of the use of the design and expressly assume such risks. If the individual recipient is a child under the laws of the relevant jurisdiction, You represent that You are the parent or legal guardian of the child and that You understand the potential risks of the use of the design and expressly assume such risks on behalf of the individual recipient.

FURTHERMORE, YOU (EITHER FOR YOURSELF OR YOUR CHILD) RELEASE AND FOREVER DISCHARGE HP FROM ANY AND ALL LIABILITY FOR ACTS OR OMISSIONS— INCLUDING NEGLIGENT ACTS OR OMISSIONS—CAUSING DAMAGE, LOSS, INJURY, OR DEATH TO THE INDIVIDUAL RECIPIENT OR OTHERS FROM THE USE OF THE DESIGN. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HP HARMLESS FROM ANY AND ALL LIABILITY OR LOSS— INCLUDING LIABILITY FOR NEGLIGENCE— ARISING IN CONJUNCTION WITH OR RESULTING FROM THE INDIVIDUAL RECIPIENT'S USE OF THE DESIGN (INCLUDING ALL ATTORNEY'S FEES AND EXPENSES INCURRED BY HP).

You further understand and agree that HP and any individual associated with HP shall not be liable for any injuries or damages, including any consequential, incidental, indirect, punitive or special damages, resulting from or arising out of the use of the design provided by HP or any individual associated with HP.

Any information provided by HP and any individual associated with HP is not intended to be relied upon to protect from, diagnose or treat a health problem or disease, and HP makes no claims regarding the design or the components. You should consider consultation with a qualified safety professional prior to providing face shields manufactured pursuant to the design. Any statements made by HP are for informational purposes

only and are not meant to replace the services or recommendations of a physician or other qualified health care practitioner.

You acknowledge that this Agreement is governed by the laws of the State of California (without reference to its conflict of law provisions) and the parties intend that this Agreement be interpreted as broadly and inclusively as permitted by law. If any portion of this Agreement is found to be invalid for any reason, the remainder of the Agreement shall continue to remain in full force and effect and shall continue to be binding.

By accessing the design, You acknowledge that You have carefully read the foregoing provisions, understand their contents, and agree with and to each and every provision herein.