

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

The equipment provided by or on behalf of Lowell Makes, Inc. and/or any individual associated with Lowell Makes, Inc. (collectively, "LM") to the individual, organization or entity identified below ("Recipient") including but not limited to 3D-printed masks, face shields, and any open source files used to create such equipment (the "Equipment") is intended solely for use in connection with the public health and medical response to the COVID-19 Pandemic and should not be used as replacements for conventional and approved Personal Protective Equipment ("PPE"). The Equipment has not been industry tested, has not been NIOSH approved, has not been otherwise certified to provide any level of personal protection, and has not been cleared or approved by the FDA. LM 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 LM offers the Equipment as experimental devices **WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND** and by its use of the Equipment, the Recipient understands, accepts and agrees to same and as follows:

- The Equipment is provided by LM **"AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND**, including express or implied warranties of merchantability or fitness for a particular purpose, or that the use of these technologies will not infringe any patent, copyright, trademark, or other proprietary rights;
- The Equipment has not been evaluated or approved by any regulatory authority;
- The Equipment furnished by LM is not intended, and shall not be used, for commercial use;
- Any information provided by LM is not intended to be relied upon to protect from, diagnose, or treat a health problem or disease, and LM makes no claims regarding the design or the components of the Equipment;
- Any statements made by LM are for informational purposes only and are not meant to replace the services or recommendations of a physician or other qualified health care practitioner; and
- The potential risks of the use of the Equipment (including, but not limited to, injury or death of individuals using the Equipment or exposed to individuals using the Equipment) and expressly assumes such risks and all related liability and expense resulting therefrom.

Limitation of Liability: LM does not assume any liability and has no responsibility for and Recipient agrees that LM will not be liable for any damages of any kind whether direct, indirect, incidental, special, exemplary, or consequential damages arising out of the use of

the Equipment or inability to use the Equipment whether or not LM has been advised of the possibility of any such liability or damages regardless of the basis of the claim or theory of liability including, but not limited to, negligence, product liability, strict liability, failure to warn, warranty, or contract.

Release: The Recipient releases and forever discharges LM and its officers, members, representatives, agents, employees, contractors, attorneys, successors and assigns, from any and all liabilities, losses, damages, costs and expenses (including, but not limited to, fees and charges of attorneys and court and arbitration costs) of any kind and nature whatsoever, known and unknown, that Recipient may suffer arising out of the use of the Equipment or the inability to use the Equipment.

Indemnification: To the fullest extent permitted by law, the Recipient agrees to defend, indemnify and hold LM and its officers, members, representatives, agents, employees, contractors, attorneys, successors and assigns harmless from and against any and all claims, demands, actions, right of action (at law or in equity) because of any injury (including death) or damage to person or property arising out of Recipient's use of the Equipment or the inability to use the Equipment including, but not limited to, any negligent act or omission of LM.

The Recipient acknowledges that this Agreement is governed by the laws of the Commonwealth of Massachusetts (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 accepting the Equipment, the undersigned represents (and acknowledges that LM will rely upon the representations in providing the Equipment) that he/she has carefully read the foregoing provisions, understands their contents, agrees with and to each and every provision, and that he/she is duly authorized to enter into, execute and deliver this Agreement on behalf of and bind Recipient to the terms hereof.

Organization:

By:

Title: