

DISCLAIMER OF WARRANTIES AND LIABILITY

This face shield design, including design specifications and technical information, if any, (the "Product/Plans") is being provided by the University of Massachusetts ("University") as a service to the community during this COVID-19 public health emergency. Use of the Product/Plans indicates the user's agreement to the terms below. If you do not agree to these terms, you may not use the Product/Plans.

The University grants you a non-exclusive, royalty-free, worldwide, fully paid-up license to fully use, practice and exploit all patent, copyright and other intellectual and industrial property rights (other than trademarks and trade secrets) that the University has the right to license to the Products/Plans for the sole purpose of addressing the "covid-19 pandemic" and minimizing the impact of the disease, including without limitation the diagnosis, prevention, containment, and treatment of the covid-19 pandemic.

Individuals or organizations that use Product/Plans are responsible for any federal or state regulatory requirements that apply to the manufacture or use of the Product/Plans. THE Product/Plans ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY. IN NO EVENT SHALL THE UNIVERSITY BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE FACE SHIELD DESIGN AND SPECIFICATIONS OR THE USE THEREOF.

Users of the Product/Plans shall indemnify, defend, and hold harmless the University, its trustees, officers, faculty, employees, students and agents, from and against any and all actions, suits, claims, demands, prosecutions, liabilities, costs, expenses, damages, deficiencies, losses or obligations (including attorneys' fees) arising out of or relating to use of the Product/Plans. Users shall reimburse the University for the actual fees, costs, and expenses (including attorneys' fees) that it may incur in enforcing this provision."

THE UNIVERSITY WILL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES SUFFERED BY USERS OF THE PRODUCT/PLANS OR ANY OTHERS RESULTING FROM THE USE OF PRODUCT/PLANS. IN NO EVENT WILL THE UNIVERSITY'S LIABILITY EXCEED THE LIMITS OF THE MASSACHUSETTS TORTS CLAIMS ACT.

Nothing in this Agreement shall be construed as a waiver of the University's sovereign immunity rights.

Users will not use the name, seal, insignia, or symbols of University, its faculties or departments, or any variation or combination thereof, or the name of any trustee, faculty member, another employee, or student of UMass for any purpose whatsoever.

These terms and use of the Product/Plans is governed by and construed under the internal substantive laws of the Commonwealth of Massachusetts as is applicable to agreements made and wholly performed within the Commonwealth of Massachusetts, and without reference to the conflict or choice of laws principles of any jurisdiction. The parties agree that any and all claims arising under this Agreement or relating thereto shall be heard and determined either in the state courts of the Commonwealth of Massachusetts located in Suffolk County of Commonwealth of Massachusetts, and the parties agree to submit themselves to the personal jurisdiction of those Courts and to waive any objections as to the convenience of the forum.