

Fujitsu Open COVID Pledge of Non-Assertion

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Having made the Open COVID Pledge, we (the “Pledgor”), in order to speed the development and dissemination of the technologies needed to end the COVID-19 Pandemic and mitigate the effects of the disease, covenant not to assert any claim of infringement as described below.

Our intent in doing so is to advance the shared cause of ending the COVID-19 Pandemic, and we do so without any expectation of consideration or compensation.

1. GRANT AND SCOPE

The Pledgor covenants not to assert Pledgor’s patents, utility models, and designs (the “Covered IP”ⁱ) against every person and entity under the Covered IP to make, have made, use, sell, and import any patented invention, solely for the purpose of diagnosing, preventing, containing, and treating COVID-19.ⁱⁱ

2. TIME LIMITATION

This covenant is effective as of December 1, 2019 and lasts until one year after the World Health Organization declares the COVID-19 Pandemic to have ended, but in any event not beyond January 1, 2023, unless otherwise extended by the Pledgor.

3. REGULATORY EXCLUSIVITY

The Pledgor will not assert any regulatory exclusivity against any entity or individual for use of the Covered IP in accordance with the non-assertion

covenant specified in Section 1, and we will not seek injunctive or regulatory relief to prevent any entity or individual from doing so.

4. DEFENSIVE SUSPENSION

The non-assertion covenant specified above shall automatically be suspended, and the Pledgor shall be free to assert the Covered IP against the entity, if such entity or its affiliates threatens or initiates a suit or legal proceeding alleging the infringement of any patent or other intellectual property right against the Pledgor or any entity affiliated with the Pledgor.

5. NO WARRANTY

The non-assertion covenant specified herein is “AS IS” without any warranties, express or implied.

ⁱ The Covered IP shall exclude any rights under which there exists contractual restrictions with a third party, or which require payment to a third party.

ⁱⁱ If there is any existing agreement with the Pledgor, such agreement shall take precedence over this Pledge.