

## **TERMS AND CONDITIONS**

### **Website Terms and Conditions of Use Relating to TheLazarusProjectUS.com**

These Terms and Conditions (“the Terms and Conditions”) govern your (“the User”) use of **The Lazarus Project, LLC** (“Provider”) website located at the domain name **www.thelazarusprojectus.com** (“the Website”). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. The User may not access, display, use, download, and/or otherwise copy or distribute Content obtained on the website for marketing and other purposes without the consent of the Provider.

### **Electronic Communications**

By using this Website or communicating with the Provider by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

### **E-Commerce & Privacy**

The Website [www.thelazarusprojectus.com](http://www.thelazarusprojectus.com) sells long lasting, high quality plates with an engraved QR code which link to a stored video online. The use of any product or service bought from this Website is at the purchaser’s risk. The purchaser/ user indemnifies and holds the Provider harmless against any loss, injury or damages which may be sustained as a result of using the products sold on the Website.

The private information required for executing the orders placed through the e-commerce facility, namely the User’s personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by the Provider and not be sold or made known to third parties. Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering the product. Credit card details are not kept by the Provider under any circumstances.

The Provider cannot be held responsible for security breaches occurring on the User’s electronic device (Personal Computer or other electronic device used to browse the Website), which may result due to the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.

The Provider will supply all goods to the delivery company in good order. The Provider will not be held liable for the condition of goods arriving at the User’s chosen delivery address.

### **Refund and Return Policy**

The provision of goods and services is subject to availability. In cases of unavailability, the provider will refund the client in full within 30 days. Cancellation of orders by the client will attract a 10% charge for administration costs.

The Provider reserves the right to cancel an order for which payment has already been received. This may occur if stock is insufficient or the quality of goods ordered does not meet the Provider’s standards. Should the Provider exercise this right, the User will receive a full refund with no deductions. In the event that the User is found to be using said order in a manner which is deemed illegal, pornographic in nature, or otherwise, the account will be canceled by the Provider with no notice to the User and no refund will be provided back to the User.

Any complaints regarding the standard and quality of the product or products bought by consumers through the e-commerce facility should be directed to [support@thelazarusprojectus.com](mailto:support@thelazarusprojectus.com).

### **Updating of these Terms and Conditions**

Provider reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

### **Copyright and Intellectual Property Rights**

Provider provides certain information at the Website. Content currently or anticipated to be displayed at this Website is provided by Provider, its affiliates and/or subsidiary, or any other third party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs ("the Content"). All such proprietary works, and the compilation of the proprietary works, are copyright the Provider, its affiliates or subsidiary, or any other third party owner of such rights ("the Owners"), and is protected by U.S. and international copyright laws. The Providers reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

### **Limitation of liability**

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Provider nor any holding company, affiliate or subsidiary of Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

### **Subscription Services**

#### **Provision of Subscription Services**

The Lazarus Project, LLC will make the Subscription Services available to Customer pursuant to this Agreement, the Documentation and the relevant Order Form during the Subscription Term, solely for Customer's internal business purposes. The Lazarus Project, LLC's Affiliates and its Authorized Contractors may perform certain aspects of the Services and access Customer Data and Customer Applications provided that The Lazarus Project, LLC remain fully liable for same and responsible for ensuring that any of The Lazarus Project, LLC's obligations under this Agreement performed by its Affiliates and its Authorized Contractors are carried out in accordance with this Agreement. Customer's Affiliates and its Authorized Contractors may access certain aspects of the Services hosted or provided through such Services provided that Customer remain fully liable for same and responsible for ensuring that any of Customer's obligations under this Agreement performed by its Affiliates and its Authorized Contractors are carried out in accordance with this Agreement. Customer's use of the Subscription Services includes the right to access all functionality available in the Subscription Services during the Subscription Term. So long as The Lazarus Project, LLC does not materially degrade the functionality, as described in the Documentation, of the Subscription Services during the applicable Subscription Term (i) The

Lazarus Project, LLC may modify the systems and environment used to provide the Subscription Services to reflect changes in technology, industry practices and patterns of system use, and (ii) update the Documentation accordingly. Subsequent updates, upgrades, enhancements to the Subscription Services made generally available to all subscribing customers will be made available to Customer at no additional charge, but the purchase of Subscription Services is not contingent on the delivery of any future functionality or features. New features, functionality or enhancements to the Subscription Services may be marketed separately by The Lazarus Project, LLC and may require the payment of additional fees. Subscription fees are subject to increase, based on the capability and potential expansion of server capabilities, data limits, data caps, new features, additional features, or any cost which may be incurred by The Lazarus Project, LLC which affects overhead capital and/or causes increased expenditures. The Lazarus Project, LLC will determine, in its sole discretion, whether access to such new features, functionality or enhancements will require an additional fee.

As part of the Subscription Services, The Lazarus Project, LLC may provide Customer with access to upload digital media for use with the Subscription Services. The Lazarus Project, LLC grants Customer during the Subscription Term a non-exclusive, non-transferable non-assignable, limited licensed to use such Ancillary Programs in object code (machine readable) format on an online server managed by The Lazarus Project, LLC under an Order for Subscription Service to facilitate Customer access to, operation of, and/or use of the Subscription Services subject to the terms of this Agreement. Access shall only be used to upload, download and synchronize files between Customer's computers or other Customer owned or controlled devices and the Subscription Services.

Customers shall not (i) license, sublicense, sell, resell, rent, lease, transfer, distribute or otherwise similarly exploit the Subscription Services, (ii) use or permit others to use any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Subscription Services, (iii) copy, create a derivative work of reverse engineer, reverse assemble, disassemble, or decompile the Subscription Services, or any part thereof or otherwise attempt to discover any source code or modify the Subscription Services or the Ancillary Programs), (iv) create a competitive offering based on the Subscription Services, and (v) disclose any benchmark or performance tests of the Subscription Services.

### **Payments and Fees**

Customer shall pay all fees specified in each Order and SOW and any applicable additional fees if Customer exceeds the allotted capacity or other applicable limits specified in the Order. Except as otherwise specified herein or in an Order or SOW (i) fees are payable in United States dollars, (ii) fees are based on Services purchased, regardless of usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, (iv) all Services shall be deemed accepted upon delivery, and (v) the Subscription Services purchased cannot be decreased during the relevant Subscription Term. Customer shall reimburse The Lazarus Project, LLC for out-of-pocket expenses incurred by The Lazarus Project, LLC in connection with its performance of Services. The Lazarus Project, LLC will provide Customer with reasonably detailed invoices for such expenses. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding.

### **Invoicing and Payment**

Unless otherwise specified in an Order, fees for Subscription Services specified in an Order will be invoiced annually in advance, fees for overages will be calculated and invoiced monthly in arrears, and, unless otherwise set forth in an SOW, all fees and expenses for standard Professional Services as described in Section 5.1 shall be invoiced upon completion, and all fees and expenses for non-standard Professional Services as described in 5.2

will be invoiced monthly in arrears on a time and materials basis. Except as otherwise stated in the applicable Order or SOW, Customer agrees to pay all invoiced amounts within thirty (30) days of invoice date. If Customer fails to pay any amounts due under this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of law (i) The Lazarus Project, LLC reserves the right to suspend the Subscription Services upon thirty (30) days' notice, until such amounts are paid in full, and (ii) The Lazarus Project, LLC will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law until Customer pays all amounts due, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by The Lazarus Project, LLC in collecting such overdue amounts or otherwise enforcing The Lazarus Project, LLC's rights hereunder; provided that The Lazarus Project, LLC will not exercise its right to charge interest if the applicable charges are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue.

6.3. Taxes. Fees for Services exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any product or Services covered hereby. Unless Customer provides a valid, signed certificate or letter of exemption for each respective jurisdiction of its tax exempt status, Customer is responsible for payment of all taxes, levies, duties, assessments, including but not limited to value-added, sales, use or withholding taxes, assessed or collected by any governmental body (collectively, "Taxes") arising from The Lazarus Project, LLC's provision of the Services hereunder, except any taxes assessed on The Lazarus Project, LLC's net income. If The Lazarus Project, LLC is required to directly pay or collect Taxes related to Customer's use or receipt of the Services hereunder, Customer agrees to promptly reimburse The Lazarus Project, LLC for any amounts paid by The Lazarus Project, LLC.

### **Renewal of Subscription Services**

Except as otherwise specified in the applicable Order, the Subscription Services shall automatically renew for successive one-year periods, unless and until terminated by either party in accordance herewith or unless either party provides written notice of nonrenewal to the other party at least thirty (30) days prior to the end of the then-current Subscription Term. Any cancellations occurring midway through the billing cycle will retroactively bill for the previous accessible dates.

### **Manner of Giving Notice**

Except as otherwise specified in this Agreement, all legal notices of default, breach or termination ("Legal Notices") hereunder shall be in writing and shall be deemed to have been given upon (i) personal delivery, (ii) the fifth business day after being sent by certified mail return receipt requested, or (iii) the first business day after sending by a generally recognized international guaranteed overnight delivery service. Each party shall send all Legal Notices to the other party at the address set forth in the applicable Order Form or SOW, as such party may update such information from time to time, with, in the case of notices sent by Customer, a copy sent to The Lazarus Project, LLC Legal Department at the address first set forth above. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer on the applicable Order United States and their re-export from other countries. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit users to access or use Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation. 14.2. Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other party's employees or agents in connection with this Agreement. If a party learns of any violation of the above restriction, such party will use reasonable efforts to promptly notify the other party.

Federal Government End Use Provisions (only applicable for the U.S.). If the Services are being or have been acquired with U.S. Federal Government funds, or Customer is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure or transfer of the Services, or any related documentation of any kind, including technical data, manuals or The Lazarus Project, LLC Property is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995), as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the software and Services with only those rights set forth in this Agreement and any amendment hereto.

### **Subscription Service Analyses**

The Lazarus Project, LLC may (i) compile statistical and other information related to the performance, operation and use of the Subscription Services, and (ii) use, and share data from the Subscription Services environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as 'Subscription Service Analyses'). Subscription Service Analyses will not incorporate any information, including Customer Data, in a form that could serve to identify Customer or an individual. The Lazarus Project, LLC retains all intellectual property rights in Subscription Service Analyses.

### **Relationship of the Parties**

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the parties.

### **General Provisions**

#### **Import and Export Compliance**

Each party shall comply with all applicable import, re-import, and export and re-export control laws, treaties, agreements, and regulations. Export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (EAR), the Department of State International Traffic in Arms Regulations (ITAR), and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control (OFAC), which may restrict or require licenses for the export of Items from the Non-Solicitation Customer agrees that during the term of each Order Form and/or SOW and for twelve (12) months thereafter, it will not recruit or otherwise solicit for employment any person employed by The Lazarus Project, LLC who participated in the performance of Services under the applicable Order Form and/or SOW. Nothing in this clause shall be construed to prohibit individual The Lazarus Project, LLC employees from responding to public employment advertisements, postings or job fairs of Customer, provided such response is not prompted by Customer intentionally circumventing the restrictions of this Section.

### **No Third-Party Beneficiaries**

There are no third-party beneficiaries to this Agreement.

### **Public Relations**

Customer agrees that The Lazarus Project, LLC may identify Customer as The Lazarus Project, LLC customer in advertising, media relations, trade shows, the website, and other similar promotional activities, using

Customer's name and trademarks in accordance with Customer's trademark guidelines. Customer shall also assist The Lazarus Project, LLC in preparing a press release announcing Customer as a new The Lazarus Project, LLC Customer, with the view to publishing within 60 days following the Effective Date and in preparing a case study for external use that details Customer's use of the Services within 6 months following the Effective Date. The Lazarus Project, LLC shall not publish such press release or case study without Customer's prior, written approval as to its contents. 14.9. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

### **Force Majeure**

Neither party shall be liable under this Agreement for delays or failures to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, natural catastrophe, government legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. The delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. If the force majeure event continues for more than thirty (30) calendar days, then either party may terminate the Agreement upon written notice to the other party.

### **Severability**

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

### **Assignment**

Neither party may assign its rights and obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms and SOWs), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

### **Entire Agreement**

This Agreement constitutes the entire agreement between the parties as it relates to the subject matter and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning or relating to the same. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. To the extent of any conflict or inconsistency between the provisions of this Agreement, the Documentation, any Order Form or SOW, the terms of such Order Form or SOW shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a PO, payment system, other order documentation or otherwise (excluding Order Forms and/or SOWs) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.