**Alza4 LLC.**

**TERMS OF SERVICE**Agreement last revised May 5, 2025.

Welcome to Alza4, which is owned and operated by Alza4 LLC, a Pennsylvania company with its principal place of business at 631 Harts Ridge Rd, Conshohocken, PA, 19428. (**“Alza4”** or **“we”**). This Terms of Service (“Terms”), dated as of last signature date below is made and entered into between Alza4 and you (“you” or “your” or “Customer”) and governs your access to and use of the Alza4 website, Alza4.com and the Alza4 platform (the “Site”) and the products and services that are offered by Alza4 through the Site, including accessing and ordering of Alza4’s manufacturing services (“Services”).

THESE TERMS CONSTITUTE A LEGALLY ENFORCEABLE AGREEMENT BY AND BETWEEN YOU AND ALZA4.   BY ACCESSING OR USING THE “SITE”, CLICKING ON THE “AGREE AND CONTINUE” BUTTON, UPLOADING ANY INFORMATION, BY SIGNING THIS AGREEMENT, OR BY COMPLETING ALZA4’S CUSTOMER APPLICATION (“APPLICATION”), YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TERMS, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH ALZA4, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY OR ON BEHALF OF THE COMPANY YOU HAVE NAMED AS THE USER, AND TO BIND YOUR COMPANY TO THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OR A MASTER SERVICES AGREEMENT EXECUTED BY YOU AND ALZA4, YOU MAY NOT USE THE SITE OR OBTAIN SERVICES FROM ALZA4.

**1. Changes and Updates to the Terms**

Alza4 may modify these Terms at any time, and such modifications shall be effective immediately upon posting of the modified version on the Site for orders placed after such modifications have been posted. Alza4 will also update the “Last Updated” date at the top of these Terms. If Alza4 makes any material changes, and you have registered with Alza4 to create an Account (as defined in Section 2), Alza4 may also send you an email to the last email address you provided to Alza4. Any changes to these Terms will be effective immediately for new users of the Site or Services and will be effective thirty (30) days after posting or providing notice of such changes on the Site for existing users (whichever is earlier). Alza4 may require you to provide consent to the updated Terms in a specified manner before further use of the Site or Services is permitted. If you do not agree to any changes after receiving a notice of such changes, you shall stop using the Site and Services. Otherwise, your continued use of the Site or Services shall be deemed your conclusive acceptance of the modified Terms.

**2. Register for an Account**

You are required to register for an account (“Account”) to use our Services on the Site. By creating an Account, you agree to (a) provide true, accurate, current and complete information about you as prompted in the Site account details section (“Account Information”) and (b) maintain and promptly update your Account Information to keep it true, accurate, current and complete. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to (a) notify Alza4 immediately of any unauthorized use of your password or any other breach of security and (b) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Alza4 has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Alza4 has the right to suspend or terminate your Account and refuse any and all current or future use of the Site and Services.

**3. Request for Quote**

Once you have registered, before we can accept an Order (as defined in Section 5) for us to manufacture a product based on your Specifications (as defined below) (collectively, the “Product”), you must submit a request for a quote through the Site (“Request for Quote”). Your Request for Quote must include: (a) a description of your product and detailed product specifications, and uploaded drawings or models related to your product (“Specifications”), (b) the desired quantity of Products to be produced, (c) the preferred delivery date and (d) any other special instructions that may affect price, lead times\*, regulatory matters and delivery. Specifications included with your Request for Quote must be accurate and complete. Alza4, in its sole and absolute discretion, may accept or reject any Specifications or Request for Quote.  Any Product that requires special tooling or equipment to manufacture the Product is not permitted under these Terms. You may, however, submit such a request under our Manufacturing Services and Supply Agreement, which may be provided upon your request.

\*Production Holidays: Production days (and related lead times) do not account for Alza4 production holidays (unless otherwise specified).

**4. Quote**

If Alza4 accepts your Request for Quote, we will provide a Quote which will be accessible through your Account on the Site. Each quote includes an estimate of (a) the Fees (as defined in Section 9) to manufacture your Product, the quantity of Products to be produced, the delivery date (“Delivery Date”), the shipping terms, and taxes (“Quote”). Alza4 will respond to your Request for Quote by posting in your Account or emailing you (a) a Quote, (b) a notice rejecting the Specifications or request to revise your Request for Quote (i.e., to make an adjustment to your Specifications), or (c) a notice that rejects the Request for Quote or states that Alza4 is unable to manufacture your Product. Unless otherwise explicitly stated on the Quote, the Quote expires 30 days after the date of issuance.  Alza4 will not be deemed to have accepted any Request for Quote or entered into any binding commitment with you unless and until Alza4 issues a Quote which is accepted by you within the time required, without revision.

**5. Work Order**

Alza4 will not manufacture your Product until you have paid the Fees for us to manufacture the Product. Your acceptance of the Quote automatically creates an order as soon as you have paid the Fees pursuant to the payment terms in Section 9 (“Order”). You are solely responsible for ensuring that your Order is entirely correct and complete (including correct Specifications and/or correct implementation of Design for Manufacturability feedback). Upon acceptance of the Quote, Alza4 will, subject to the terms herein, manufacture, or have manufactured, Products in accordance with the Specifications. You are solely responsible for ensuring that the Specifications in the Quote and other information you submit in your Order is accurate and complete before paying for it.   YOU MAY NOT AMEND OR MODIFY THE SPECIFICATIONS AFTER YOU HAVE PLACED YOUR ORDER OR ACCEPTED THE QUOTE.

**6. Cancellation of Order**

SINCE EACH ORDER IS CUSTOM MANUFACTURED, YOU MAY NOT CANCEL AN ORDER ONCE IT HAS BEEN PLACED. Alza4 does not issue any refunds after you have accepted the Quote. If you have not paid the Fees, you are still obligated to pay such Fees in accordance with the payment terms set forth in Section 9. Alza4 reserves the right to cancel your Order, in part or in whole, after it has been issued. Cancellation may be due to (a) a defective file which contains the Specifications, (b) some or all of the Product(s) ordered is not manufacturable, as determined by Alza4, (c) that there are no Manufacturing Partners available to fulfill your Order, or (iv) other reasonable reasons, as determined by Alza4. In the event Alza4 cancels your entire Order, Alza4 will notify you through your Account, and you will be refunded for such cancellation. In the event Alza4 partially cancels your Order, Alza4 will notify you through your Account, and you will be refunded for such line-item Product(s) cancellation.

**7. Changes to the Order**

We reserve the right to alter, modify or change the Specifications in the event we determine that the manufacture of the Product is impossible, economically impracticable, or otherwise is likely to have an adverse impact on the resulting Product. If Alza4 makes a request to change the Order or Specifications (“Change Order”), you must use best efforts to accommodate our request. You agree to respond to the Change Order request within one (1) business day of the date of the Change Order request. Otherwise, we will cancel the Order.

**8. Delivery**

Alza4 will use commercially reasonable efforts to deliver the Product on or before the Delivery Date specified in the Order. Methods of delivery may be by: (a) courier, or (b) one-day shipping. All Products will be delivered or mailed to the delivery destination identified in the Order. Alza4 shall not be liable for any costs, expenses or damages incurred as a result of any Force Majeure Event (as defined in Section 19), including any delay caused by the shipper or any other cause beyond Alza4’s reasonable control. Additional fees may apply for any alternate shipping methods and/or shipping insurance. Alza4 will give you notice if the Product cannot be shipped by the Delivery Date. Such notice shall specify a new Delivery Date.

You agree to promptly provide any and all relevant customs documentation information and descriptions, including HTS (Harmonized Tariff Schedule) designations, and end buyer, destination, and intended use of goods information, when placing your order on the Platform or upon Alza4’s request.

If the parts in your order are for commercial use and valued greater than $800, then you must act as the importer of record. You will be responsible for the payment of any duties imposed on imported merchandise and will be required to provide all customs clearance information, including HTS code(s) and part description(s), as required by Customs and Border Protection, to avoid delays upon importation to the United States. If the parts in your order are prototypes, Alza4 may, at its sole and exclusive discretion, act as the Importer of Record (IOR) subject to you providing detailed information to Alza4 regarding: (a) a description of your part and its functionality; and (b) if your part is a component of a larger product, a description of finished product’s functionality & description of consumer end use. If the information provided is determined to be insufficient to classify your part (subject to Alza4’s sole and exclusive discretion), the order will remain as Ex Works (EXW), you will be listed as the Importer of Record, and shall be solely and exclusively liable for any and all consequences related to providing (or failing to provide) Customs and Border Protection with sufficient information to process your goods’ entry. You shall be solely and exclusively liable for any and all consequences and liabilities related to providing (or failing to provide) such information to Alza4 or USCBP (as applicable).

**9. Fees, Payment Terms and Taxes**

You agree to pay Alza4 the fees and charges set forth in the Quote together with applicable shipping and handling fees (together, the “Fees”). Payment for Orders under these Terms must be made by credit card or debit card before Alza4 issues an Order. You hereby (a) authorize Alza4 (or its authorized payment processor) to charge the credit/debit card number you provide via the Site, and (b) represent and warrant that you are authorized to use and have Fees charged to the credit/debit card number you provide on the Site. It is your responsibility to keep your payment information up to date. Any additional fees related to the Order, Change Order, shipping and handling fees or any other additional fees incurred after the Order date will be collectively referred to herein as “Fees” and payment terms shall be the same, as set forth above in this Section 9. Customer will pay all invoices in U.S. Dollars.

If your payment is not timely received by Alza4, we may (a) stop production and all Services under these Terms until payment, or assurances of payment satisfactory to Alza4, are received, (b) delay shipments, and (c) to the extent that Alza4’s personnel cannot be reassigned to other billable work during such stoppage, or restart costs are incurred, charge you for additional fees before the Services can resume (provided we will use reasonable efforts to notify you of such charges in advance). Interest on any late payments shall accrue at the rate of one percent (1%) per month or partial month during which any sums under any such payment invoices were owed and unpaid, or the highest rate permitted by law, whichever is lower, from the date such amount is due until finally paid.

In the event of a significant change in material costs (i.e., 3% or more) to manufacture the Product after a Quote has been issued, you and Alza4 will negotiate in good faith the price increase. If we are not able to agree to a price increase, Alza4 shall have the right to cancel your order without liability for any costs, any expenses or any damage incurred as a result of Alza4’s inability to manufacture your Product at the price initially quoted.

All costs, taxes, duties, tariffs and charges related to fulfilling any Order, shall be paid by you, unless otherwise agreed to by Alza4 in writing, including value added taxes, duties, tariffs or other governmental or regulatory charges in any country resulting from the performance of the Services, except for taxes related to Alza4’s income for which Alza4 is directly responsible.

**10. Subcontracting and Manufacturing Partners**

When you upload your Specifications for a Quote, Alza4 will either manufacture, or subcontract with one or more of its manufacturing partners to have the Products manufactured.  You expressly consent to Alza4’s use of any manufacturing partners or subcontractors (“Manufacturing Partner(s)”) that Alza4 deems necessary and appropriate in connection with the performance of Alza4’s obligations hereunder. As such, you acknowledge and agree that Alza4 may share your Specifications and all information provided by you with our Manufacturing Partners in order to process your Order, manufacture your Products or perform the Services.  Except for the obligations set forth below in Section 11 (Returns) and Section 13 (Representations and Limited Warranties) Alza4 will not be responsible for the acts, omissions, performance or lack of performance of its Manufacturing Partners.

**11. Returns**

Upon receipt of the delivery of your Product, it is your responsibility to inspect the Product carefully. If you believe the Product does not materially comply with your Specifications (“Defective”), please let us know as soon as possible and obtain a return merchandise authorization (“RMA”) from us. You must return such Product to us within seventy-two (72) hours of the Delivery Date of such Product together with an applicable RMA, we will inspect such Product. If we reasonably believe such Product is Defective, we will either (a) repair or remanufacture the Product and deliver the repaired or remanufactured Product to you at no additional charge, or (b) refund you all payments received for Defective Product. If, however, we reasonably determine that the Product is not Defective, you must reimburse us for any and all costs, fees, and expenses required to inspect such Product.

If a Product is designated as a “High Risk Product” in the Order, Alza4 cannot guarantee that Alza4 will be able to manufacture the Product to the Specifications. The limited warranty set forth in Section 13 will not apply to High-Risk Products. “High Risk Products” include but are not limited to Products designed for use or integration into medical devices, weaponry (including firearms), automobiles, aircraft, aeronautics or for such Products that require any special federal, state, local or country specific licenses to manufacture or sell. You are required to accept and pay for High-Risk Products even if such Products do not materially conform with the Specifications. Without the express written approval of the CEO of Alza4, Products are not authorized for use as critical components in life support devices or systems. As used herein: (a) life support devices or systems are devices or systems which, (i) are intended for surgical implant into the body, or (ii) support or sustain life and whose failure to perform can be reasonably expected to result in a significant injury to the user; and, (b) a critical component is any component of a life support device or system whose failure to perform can be reasonably expected to cause the failure of the life support device or system, or to affect its safety or effectiveness.

If you request changes to or remanufacture of a Product that is not Defective or beyond the warranty period, you will reimburse us for all costs, fees, and expenses to change or remanufacture the Product, including the any expenses to ship the Product to and from the Manufacturing Partner.

**12. Ownership of Intellectual Property Rights and Limited Purpose License**

Each party will retain all rights, title and interest in and to all Intellectual Property that it owns or controls prior to the effective date of these Terms, and any Intellectual Property independently developed by a party thereafter.  For purposes of these Terms, “Intellectual Property” means all past, present, and future idea, design, concept, creation, invention, technique, information, data, expression, device, method, process, discovery, proprietary information, patent, copyright, trademark, trade secret, industrial right, mask work, utility model, and/or design regardless of whether protection is sought or available, that may exist or be created under the laws of any jurisdiction in the world, including, but not limited to rights associated with any works of authorship, exploitation rights, computer software and related computer code or documentation, or other proprietary rights in know-how and Confidential Information, including any modifications, derivatives, improvements, registrations, renewals, extensions, combinations, divisions, and reissues of, and applications thereto.  As between you and Alza4, you own all right, title, and interest in and to your Specifications, including the copyrights, moral rights, trademark rights, patent rights, trade secret rights, and any other form of Intellectual Property recognized in any jurisdiction, including applications, continuations and registrations for any of the foregoing relating to your Specifications. As between you and Alza4, Alza4 owns and retains all rights, title, and interest in and to, including Intellectual Property therein to the Site, its manufacturing processes, techniques and best-known methods developed, discovered or reduced to practice by Alza4, solely or jointly with any third party, excluding your Specifications.

Subject to the Terms herein, Alza4 grants you a limited, revocable, non-exclusive license to use the Site for your personal, internal business purposes only.

Subject to the Terms, you hereby grant to Alza4 a non-exclusive (with a right to sublicense), royalty-free, fully paid-up, worldwide right and license to (a) use your Specifications, including your Intellectual Property Rights, to manufacture your Product and to disclose your Specifications and Intellectual Property Rights to a Manufacturing Partner within the Alza4 network solely to enable such Manufacturing Partner to manufacture the Product, and (b) grant one or more Manufacturing Partner within the Alza4 network the right and license to use and modify your Specifications and Intellectual Property Rights to perform the obligations set forth in the Order.

Alza4 provides the Services described herein to multiple customers. You acknowledge that existing, planned or future products that are developed or manufactured by Alza4 may be competitive with your Products. You agree that nothing (including, but not limited to, accepting these Terms or obtaining your Specifications) will preclude Alza4 (by implication or otherwise) from developing or manufacturing, or from licensing, marketing, promoting, or distributing, any other products (“Alza4 Products and Services”), whether or not such Alza4 Products and Services are substantially similar to or competitive with your Products and the Services we perform for you.

Customer shall not remove, alter or obscure any proprietary rights notices of Alza4 (or its licensors) including copyright trademark or service mark, trade secret, domain name, patent notice or markings or any other indicia of Alza4’s (or its licensors’) rights or contribution, in any manner.  which may be published, posted, affixed to or contained within the Seller Technology.  Except for the express limited rights set forth in these Terms, no right, title or interest in any Alza4 Intellectual Property is granted to Buyer.

**13. Representations and Limited Warranties**

During the warranty period, we warrant that your Product will materially comply with your Specifications.  Unless otherwise set forth in Quote, the applicable warranty period shall be seventy-two (72) hours from the date the Products are delivered to you.  If, upon a warranty claim and Alza4’s inspection of such Product, Alza4 determines (in its sole reasonable judgment) that such item does not comply, with the express limited warranty set forth herein, Alza4 will (at its sole option) either (i) repair, replace or remanufacture the non-conforming Product and deliver the repaired, replaced or remanufactured item to you free of charge, or (ii) refund to you all Fees or payments paid to Alza4 for the non-conforming Product. If, upon Alza4’s inspection, Alza4 determines that the Product complies with the limited express warranty set forth herein, you will reimburse Alza4 for all reasonable and documented costs and expenses required to inspect the conforming Product.

Notwithstanding anything else in these Terms, (a) this express limited warranty does not apply to any defects non-conformance or defects occurring as a result of (i) any specifications, designs, intellectual property, instructions or directions provided by you or your agents to Alza4; (ii) the Specifications of the Products, in general; (iii) Products that have been abused, damaged, altered or misused by any person or entity after risk of loss passes to you; (iv) the Product being a first article, prototype, pre-production unit, test unit or other similar product; or (v) tooling produced or supplied by you, if any, and (b) Alza4 makes no representations or warranties whatsoever of the foregoing defects. You are liable for all costs or expenses incurred by Alza4 related to the foregoing exclusions to Alza4’s express limited warranty. No returns will be accepted by Alza4 unless you have notified Alza4 within the warranty period.  If you fail to contact Alza4 within the warranty period, Alza4 shall have no further obligations with respect to such Products and ALL SALES WILL BE DEEMED FINAL AND SUCH PRODUCTS MAY NOT BE RETURNED TO ALZA4.

IN ADDITION, ALZA4 DOES NOT REPRESENT OR WARRANT THAT USE OF ANY PRODUCT OR SERVICE WILL BE ACCURATE, COMPLETE, RELIABLE UNINTERRUPTED OR ERROR-FREE, NOR DOES ALZA4 WARRANT THAT IT WILL REVIEW YOUR DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN YOUR DATA WITHOUT LOSS. WHILE ALZA4 ATTEMPTS TO MAKE YOUR USE OF OUR SERVICES AND ANY CONTENT THEREIN SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT OUR SERVICES OR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ALZA4 SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN ACCESS OR USE OF THE INTERNET AND/OR ELECTRONIC COMMUNICATIONS. ALZA4 DOES NOT MAKE ANY WARRANTIES AND SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THIRD PARTY PRODUCTS, SERVICES OR APPLICATIONS.

You assume the entire risk as to the quality and performance of the Services. Alza4 assumes no responsibility for the Specifications and materials selected by you for the Products. You are solely responsible for the Specifications and performance of the Products and all liability arising therefrom. Further, as you understand and agree that you are solely and exclusively responsible for providing Alza4 (by way of platform upload or other Alza4 approved method) with a complete Specification(s) which is manufacturing ready as Alza4 does not provide any product design, development, engineering or validation services. Alza4 will bear no liability whatsoever as a result of your failure to provide Alza4 (or its Manufacturing Partners) with complete and manufacturing ready Specification(s).

Disclaimer.  EXCEPT AS EXPRESSLY OTHERWISE PROVIDED HEREIN, THE SITE AND ANY AND ALL FEATURES AND SERVICES PROVIDED THEREUNDER (INCLUDING ACCESS AND USE OF A ALZA4 PREMIUM SUBSCRIPTION), THE ALZA4 INTELLECTUAL PROPERTY, THE PRODUCTS MANUFACTURED BY ALZA4 PURSUANT TO AN ORDER, QUOTE OR SOW AND ALL SERVICES, AND ALL INFORMATION AND CONTENT THEREIN, ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completion of any such content on the Site, and of the Site itself.  THIS SECTION 13 SETS OUT YOUR EXCLUSIVE REMEDIES AND ALZA4’S SOLE OBLIGATION FOR CLAIMS BASED ON DEFECTS IN OR FAILURE OF ANY PRODUCT OR ANY SERVICES PROVIDED BY ALZA4 OR THE SUBJECT MATTER OF ANY PRODUCT OR SERVICE AND ARE IN LIEU OF AND REPLACE ALL OTHER REMEDIES, RIGHTS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF PERFORMANCE, A COURSE OF DEALING, OR TRADE USAGE. UNDER NO CIRCUMSTANCE SHALL ALZA4 HAVE ANY LIABILITY TO YOU FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF ACCESS OR USE OF THE SITE OR RELIANCE ON ANY INFORMATION PROVIDED ON THE SITE. YOUR USE OF THE SITE AND YOUR RELIANCE ON ANY INFORMATION ON THE SITE IS SOLELY AT YOUR OWN RISK. PROVIDED ALWAYS THAT ALZA4 DOES NOT EXCLUDE OR LIMIT ITS LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING TO THE EXTENT A COURT OF COMPETENT JURISDICTION FINDS WAS DIRECTLY CAUSED BY ALZA4’S GROSS NEGLIGENCE OR INTENTIONAL LIABILITY THAT CANNOT BY LAW BE LIMITED OR EXCLUDED.

You represent and warrant the following (i) you have full authority to enter into and to carry out the obligations under these Terms, and bind your organization hereto (ii) you own all right, title, and interest in and to Specifications, content, information and all Intellectual Property Rights that you upload unto the Site (or otherwise make available to Alza4), (iii) the Specifications and all intellectual property provided by you does not infringe upon any rights of any third parties, (iv) you have conducted, and will conduct, all patent, trademark and copyright searches necessary to identify and evaluate any potential infringement claims with respect to the Products and Services performed under this Agreement; and Alza4’s or its Manufacturing Partner’s use and making of the Product does not violate or misappropriate any third-party’s intellectual property rights.  You are responsible for notifying Alza4 in writing of the specific materials declaration requirements that you determine to be applicable to the Products and shall be solely liable for the adequacy and sufficiency of such determination and information. Alza4 assumes no responsibility for the design and materials selected by you for the Products that are the subject of this Agreement or any Order or SOW.  You retain sole legal responsibility for the Specifications, including design, condition, safety, suitability, merchantability, operability and performance of the Products and all liability arising therefrom.

You represent and warrant that you shall comply, at your own sole cost and expense, with all applicable statutes, regulations, rules, ordinances, codes and standards (collectively, “Laws”) governing the manufacture, assembly, transportation, import, export, or sale of Products and provision of the Services. Without limiting the foregoing Laws, this includes but is not limited to all applicable commerce, transportation, environmental, occupational safety, securities, export, employment and labor Laws, including the Export Compliance obligations set forth in Section 17 Below.

**14. Limitations of Liability**

Alza4 does not and will not (a) perform development or design related manufacturing services, or assess the viability of your Specifications (or the Intellectual Property Rights with respect to Specifications), (b) bear any responsibility or liability with respect to the Specifications and Products created by you or any Manufacturing Partner, except as otherwise expressly agreed herein, or (c) bear any liability associated with the proposed modification to your Specifications on the Site by way of the drawing annotations feature or other provision of DFM Feedback, whether such modifications are proposed by Alza4, Customer, any Manufacturing Partner, or otherwise. Therefore, you acknowledge and agree that your use of our Site and Services is at your sole risk.

This Section sets out our sole obligation and your exclusive remedy for claims arising from use of the Site or based on defects in or failure of any Product or any Services provided by Alza4 or the subject matter of any Product or Service.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALZA4 WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU IN CONNECTION WITH THE SITE, THE SERVICES, YOUR SPECIFICATIONS, ANY PRODUCTS CREATED FROM YOUR SPECIFICATIONS, ANY THIRD-PARTY MATERIALS, ANY ALZA4 MATERIALS AND/OR THESE TERMS, WHETHER OR NOT ALZA4 OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALZA4’S TOTAL LIABILITY IN CONNECTION WITH THE SITE, THE SERVICES, YOUR SPECIFICATIONS, ANY PRODUCTS CREATED FROM YOUR SPECIFICATIONS, ANY THIRD PARTY MATERIALS, ANY ALZA4 MATERIALS, AND/OR THESE TERMS WILL NOT EXCEED THE PRICE THAT YOU ACTUALLY PAID TO HAVE THE PRODUCT(S) PRODUCED FROM THE SPECIFICATIONS YOU SUBMITTED VIA THE SITE UNDER YOUR NAME, YOUR COMPANY’S NAME, AND/OR THE ALZA4 ACCOUNT ASSOCIATED WITH SUCH SPECIFICATIONS.

YOU AGREE THAT UNDER NO CIRCUMSTANCE WILL ALZA4 BE LIABLE FOR ANY DAMAGE, LOSS OR LIABILITY RESULTING FROM ANY PRODUCT, INCLUDING ANY PRODUCT DEFECT RESULTING FROM THE MANUFACTURE OF A PRODUCT IN ACCORDANCE WITH THE SPECIFICATIONS.

To the fullest extent permitted by law, you hereby release Alza4 and its affiliates and subsidiaries, and their officers, directors, employees, agents, and consultants and their successors from and against any and all claims, demands, losses, damages (actual and consequential), rights, liabilities and actions of any kind, including but not limited to any and all causes of action related to or arising from the obligations set forth in Sections 13, 14, 15, 16, 17  and 18 of these Terms, that relate to or arises from the Services or your Products.  If you are a Pennsylvania resident, you acknowledge and agree that this release is intended to cover all claims, whether known or unknown, suspected or unsuspected, and you waive any legal protections under Pennsylvania law that might otherwise limit the scope of this release to known claims only.

**15. Indemnity**

You agree, at your sole expense, to defend, indemnify and hold Alza4 (and its directors, officers, employees, consultants, agents, successors, assigns and Manufacturing Partners) from and against any and all liabilities, damages, settlements, claims, actions, suits, awards, costs and/or expenses (including, without limitation, reasonable attorneys’ fees and other reasonable expenses of litigation) threatened, suffered or incurred by Alza4 Indemnities,  arising directly or indirectly from: (a) any breach by Customer of any undertaking, warranty, representation or agreement contained herein, (b) any Products or any Specifications (whether arising out of product liability, strict liability, negligence or otherwise), including claims related to any injury, death or damage to any person or property caused by the Product; (c) failure of the Products, by reason of their design, to comply with any Laws; or (d) an allegation that any Specification or the Products or manufacture, import, service, support, distribution, use or sale thereof infringes upon, misappropriates or violates any patent, trade secret, copyright, trademark, service mark, right of publicity or other right of any third party; (e) failure of Customer to comply with or inform Alza4 of any applicable laws, including the export restrictions referenced in Section 17 below. Alza4 may in its sole discretion employ separate independent counsel, at its own expense, to assist in the defense of any claim, suit or proceeding.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, YOU SHALL BE LIABLE FOR ALL DAMAGES, LOSSES, AND LIABILITIES INCURRED BY EITHER PARTY AS A RESULT OF YOUR NON-COMPLIANCE WITH ANY APPLICABLE LAWS, INCLUDING EXPORT LAWS OR FAILURE TO ACCURATELY IDENTIFY APPLICABLE EXPORT LAWS OR FAILURE TO PROVIDE REQUESTED EXPORT INFORMATION, WHETHER SUCH INFORMATION WAS REQUESTED BY ALZA4 OR U.S. CUSTOMS AND BORDER PROTECTION (CBP).

**16. Site Restrictions**

You agree that you will not violate any applicable law, contract, intellectual property right or other third party right or commit a tort, and you are solely responsible for your conduct while using our Site and Services.

You will not or permit any third party to: (a) engage in any harassing, threatening, intimidating, predatory or stalking conduct; (b) use or attempt to use any manual or automated software devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Site or use another user’s account without authorization from that user and Alza4; (c) impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity; (d) reverse engineer, disassemble or decompile the Site, the pricing and matching algorithms of Alza4, or Alza4’s geometry parsing engine; (e) access the Site in order to build a similar or competitive website, application or service; (f) copy, reproduce, distribute, publicly perform or publicly display all or portions of our Services, except as expressly permitted by us or our licensors; (g) modify our Site or Services, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon our Site or Services; (h) use our Services other than for their intended purpose and in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner; (i) reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services; (j) use any data mining, robots or similar data gathering or extraction methods designed to scrape or extract data from our Services; (k) develop or use any applications that interact with our Services without our prior written consent; (l) send, distribute or post spam, unsolicited or bulk commercial electronic communications, chain letters, or pyramid schemes; (m) bypass or ignore instructions contained in our robots.txt file; or (n) use our Services for any illegal, illicit or unauthorized purpose, including to manufacture any products, components, goods or tools designed or intended for use in firearms, weapons or engage in, encourage or promote any activity that violates these Terms.

You may share Specifications and other content with us only if such content is nonconfidential and you have all necessary rights to disclose. You may not create, post, store or share any Specifications or other content that: (a) is unlawful, or would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law; (b) may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party; (c) impersonates, or misrepresents your affiliation with, any person or entity; (d) contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or (e) in our sole judgment, is objectionable, restricts or inhibits any other person from using or enjoying our Services, or may expose Alza4 or others to any harm or liability of any type.

Enforcement of these Site Restrictions is solely at our discretion, and failure to enforce this Section 15 in some instances does not constitute a waiver of our right to enforce it in other instances. In addition, the terms of this Section 16 do not create any private right of action on the part of any third party or any reasonable expectation that the Services will not contain any content that is prohibited by such rules.

**17. Export Compliance**

You are hereby on notice that the Export Administration Regulations (“EAR”) (15 CFR. § 730 et seq.) and the International Traffic in Arms Regulations (“ITAR”) (22 CFR § 120-130) impose restrictions on the export of certain technology or technical data listed on the Commerce Control List (“CCL”) or U.S. Munitions List (“USML”).  Any data uploaded to the Site (e.g., Requests for Quote, Specifications) may be accessed by certain non-U.S. parties, including non-U.S. Manufacturing Partners.  You agree not to upload, or direct Alza4 to upload, to the Site any technology or technical data that is listed or otherwise controlled on the CCL or USML.  By uploading technology or technical data to the Site you represent and warrant that the uploaded data is not listed or otherwise controlled on CCL or USML. Per this Section and Section 15, you agree to indemnify and hold Alza4 harmless for all liabilities or losses in connection with your failure to comply with this Section.

For all Quotes and Orders, Customer agrees to provide both ship-to address(es) and (for international Quotes and Orders) all customs information required by Alza4 to process your Order, including but not limited to: (a) Prototype or commercial end-use certification, (b) Detailed description of each part in your order, (c) Detailed description of the application, parent end-use of the parts (single application for the entire order), (d) the HTS code classification for each part in your shipment. By accepting a Quote and/or placing an Order with Alza4, Customer agrees to pay Alza4 for any and all shipping cost(s) and duty cost(s) (as applicable for international Orders) incurred by Alza4 in the fulfillment of such Quote and/or Order.

Alza4 expressly reserves the right to suspend your access to the Site in the event of a suspected or actual violation of this Section.  You shall promptly notify Alza4 of any actual or suspected violation of this Section.

**18. Production Restrictions**

You agree that you will not violate any applicable law, contract, intellectual property right or other third party right or commit a tort, and you are solely responsible for your conduct while using our Site and Services.

Alza4, in its sole discretion, reserves the right to refuse to manufacture any products which are illegal to produce. This includes, without limitation: (a) Counterfeit parts or parts that violate another company’s IP; (b) Products for illegal weapons (ex. Assault weapon parts, switchblades, firearms not legal in the state of Pennsylvania, etc.); and (c) Products that would otherwise violate any US federal or Pennsylvania state laws.

Alza4, in its sole discretion, reserves the right to refuse to manufacture any products that are intended to be used for the development of a device that could be used to cause harm or property damage. This includes, without limitation: (a) Any parts that could be a prototype of a firearm, bladed or bludgeoning weapon, explosive, or other implement of harm (ex. 3D printed prototypes, non-functional machined prototypes, etc.); (b) Any parts that could be used in the production of a firearm, bladed or bludgeoning weapon, explosive, or other implement of harm (ex. fixtures, rough machined blanks, etc.); and (c) Products for prototype or production of military weapons.

Notwithstanding the foregoing limitations, Alza4, at its sole discretion, will manufacture parts that can be used in the production of non-weapon military systems. This includes, without limitation, parts for military vehicles (guidance systems, sensors, etc.).

Notwithstanding the foregoing limitations, Alza4, at its sole discretion, will manufacture parts that are non-functional look-alikes to weapon parts, provided the customer can reasonably prove by documentary evidence that they will not be used in the production of an actual weapon (ex. props, toys, etc.).

Enforcement of these Production Restrictions is solely at our discretion, and failure to enforce this Section 18 in some instances does not constitute a waiver of our right to enforce it in other instances. In addition, the terms of this Section 18 do not create any private right of action on the part of any third party or any reasonable expectation that the Services will not contain any content that is prohibited by such rules.

**19. Alza4 Trademarks**

Alza4’s name, Alza4™, Alza4 logos and any other Alza4 product or service name or slogan included in the Services (collectively, “Alza4”) are trademarks of Alza4 and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Alza4. You may not use any metatags or any other “hidden text” utilizing “Alza4” or any other Alza4 Mark without our prior written permission.

All other trademarks, registered trademarks, product names and company names or logos mentioned in the Services are the property of their respective owners. Reference to any other products, services, processes, or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply Alza4’s endorsement, sponsorship or recommendation.

Subject to the grants expressly set forth in these Terms, Alza4 and its licensors own all right, title, and interest in and to the Site, the Alza4 Marks, the look and feel of the Site (including, but not limited to, all page headers, custom graphics, button icons, and scripts) and all content and other materials contained on the Site (including, but not limited to, all designs, text, graphics, pictures, information and data) (collectively, the “Alza4 Materials”) together with any and all intellectual property rights embodied therein or related thereto. Subject to your compliance with these Terms, you are granted a personal, limited, non-sublicensable, non-transferable, non-exclusive, revocable license to access and use the Alza4 Materials in accordance with these Terms for the sole purpose of enabling you to use and enjoy the Site and the Services.

**20. Hyperlinks and Third-Party Materials**

You may create a hyperlink to the Services for noncommercial purposes, but you may not use, frame or utilize framing techniques to enclose any Alza4 Materials (including any Alza4 Marks) without Alza4’s prior written consent.

Alza4 may make third-party content or services available on or through the Services (collectively, the “Third-Party Materials”) solely as a convenience to its users (e.g., links to third-party websites, advertisements and promotions from third parties, and the ability to use social media and other tools provided by third parties). YOUR USE OF ANY THIRD-PARTY MATERIALS IS SOLELY AT YOUR OWN RISK AND SUBJECT TO THE APPLICABLE TERMS AND CONDITIONS AND PRIVACY POLICIES APPLICABLE TO SUCH THIRD-PARTY MATERIALS. Alza4 does not control, endorse, or adopt any Third-Party Materials and makes no representation or warranties of any kind regarding the Third-Party Materials, including without limitation regarding the accuracy or completeness of such Third-Party Materials. Your business dealings or correspondence with such third-party, and any terms, conditions, warranties, or representations applicable to the Third-Party Materials, are solely between you and such third-party. When you leave our Site, these Terms and all other Alza4 policies no longer govern your use of such websites and services, or any content contained thereon.

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**21. Injection Molding Terms**

a. Customer-Supplied Materials. If Customer is supplying plastic, resin, inserts or other materials for the production of Customer’s Product(s) under this Agreement (“Customer-Supplied Materials”), Customer is responsible for delivering the material: (1) on time, to the location specified by Alza4; (2) in good condition suitable for manufacture, as determined by Alza4; and (3) with the sufficient amount of material needed for production, including allowances for loss, waste or scrap.

Customer is responsible for all delivery costs, including but not limited to shipping, customs fees, taxes and insurance related to Customer-Supplied Materials. The parties agree that no cost, of any kind, related to Customer-Supplied Materials, shall be borne by Alza4.

After producing Customer’s Product(s) pursuant to an applicable Quote or other order document, excess Product(s) and/or excess materials over the order quantity amount specified in an applicable Quote or other order document may remain in Alza4’s possession (“Excess Materials”). Neither Alza4 nor Alza4’s Manufacturing Partners shall be liable for storage of Excess Material(s). Alza4 makes no warranties, express or implied, regarding the future condition or availability of Excess Materials, unless otherwise agreed upon in a mutually signed writing. Alza4 shall promptly notify Customer of any Excess Inventory in Alza4 or its Manufacturing Partner(s) possession upon completing your Order. Within 14 days of receipt of such notice of Excess Material(s) from Alza4, Customer shall arrange for transport and take possession of Excess Materials at Customer’s designated location at Customer’s sole cost and expense. At Alza4’s sole and exclusive discretion, any Excess Materials remaining in Alza4 or its Manufacturing Partner(s)’ possession 30 days after may be shipped to the Customer’s primary address, at the Customer’s expense.

b. Vendor Managed Inventory.  If Alza4 is engaged by Customer to perform Vendor Managed Inventory services via a separate Agreement or Statement of Work, Alza4 shall store all Customer-Supplied Materials and Excess Materials subject to the terms and conditions of such agreement. Upon termination of any Vendor Managed Inventory agreement(s) or services provided to Customer by Alza4, Customer shall ensure that all Customer-Supplied Materials and Excess Materials are transferred to Customer’s designated location (which may include a new supplier location) within 60 days of termination, or as otherwise agreed by the Parties.

c. Injection Mold Asset and Ownership. “Custom Tooling” means injection tooling and molds developed specifically for the Customer, including the components of an A-side (cavity) block or insert, a B-side (core) block or insert, custom ejection components, side actions, inserts, and other custom injection tooling and mold components. “Common Components” are reusable components including mold base components, ejection plates, and cooling line connectors. Unless otherwise agreed upon in a mutually signed writing, all “Custom Tooling” components are the property of Customer, and reusable “Common-use Components” are the property of Alza4.

d. Tooling Transfer. Due to the proprietary nature of Alza4’s offering, “Custom Tooling” is generally not compatible with or transferable to other equipment outside of Alza4’s Manufacturing Partner location (“Non-Export Tooling”). Customer may instruct Alza4 to transfer such tooling to a location specified by Customer upon request, at Customer’s sole discretion, liability, and expense. Customer expressly agrees that tooling shall be transferred “AS-IS.” Alza4 makes no warranty of any kind, express or implied, regarding Customer’s Custom, Non-Export Tooling functionality or mold life, if removed from a Alza4 or Alza4 Manufacturing Partner location. Alza4 expressly disclaims any and all express or implied warranties and liabilities related to Customer’s Custom Tooling upon such tooling being transferred from a Alza4 or Alza4 Manufacturing Partner facility.

e. Mold Life Warranty. Alza4 warrants tooling mold life to be the agreed upon number of parts or shots listed on the Quote. Alza4 will repair or replace worn or damaged tooling, at its own expense, within the agreed upon tooling life.  Tool life may extend beyond the guaranteed number of parts in any Quote. At customer request, Alza4 will communicate to the customer the estimated remaining life (if any) of the tool beyond the tool life specified in any related Quote. Such an estimation of remaining life is not a guarantee or warranty that the tool will function or produce Product(s) as intended beyond the listed tool life. Customer expressly understands and agrees that Product(s) manufactured on a tool which is beyond the guaranteed tooling life shall be “AS-IS”, and without warranty of any kind, express or implied. If your tool has exceeded its guaranteed mold life but is deemed eligible to repair or refurbish to extend the life, the costs for such repairs shall be borne by Customer, and the extended mold life will be on a best-effort basis. If such attempt to repair or refurbish tooling is unsuccessful, Customer shall be entitled to an account credit equal to the amount spent to repair or refurbishment.

f. Tooling Storage. Alza4 will store your inactive tooling at Alza4 or Manufacturing Partner facility for up to two years. If your tool remains inactive for a period of two-year period, without part reorders, Alza4 may either: (1) destroy the inactive tooling upon Customer’s written approval, or (2) continue to store the tooling at Alza4 or a Alza4 Manufacturing Partner location, at a cost to Customer of $500 per year, payable Net 0 from receipt of invoice for tooling storage.

g. IM Tooling Payment Terms. If a customer is eligible and approved by Alza4 to pay via Purchase Order (“Purchase Order onboarded”), Customer’s payment obligations for Tooling-related Orders shall be as follows: 50% tooling deposit before order placement, and 50% tooling invoiced upon shipment of T1 samples, or 6 months after kickoff, whichever is earlier; or as otherwise expressly approved in writing by Alza4’s Finance Team prior to Order. If a customer is not approved by Alza4 to pay via Purchase Order (“Purchase Order onboarded”), Customer’s payment obligations for Tooling-related Orders shall be as follows: 100% tooling deposit before order placement.

Any deviation from the above listed payment terms must be pre-approved by Alza4’s Finance Team in writing, and captured in the Quote provided to Customer, prior to purchase. The customer understands and expressly agrees that, absent prior express written approval from the Alza4 Finance Team, the above payment terms shall control all IM Tooling-related payment obligations regardless of any additional or different terms contained on any Quote, purchase order, or other order document

**22. Use of the Site, Alza4 Premium, and Trial/Beta Access**

a. Individual Signing on Behalf of Company. IF YOU ARE AN INDIVIDUAL ACCEPTING THESE TERMS ON BEHALF OF CORPORATION, AN ENTERPRISE OR OTHER SIMILAR LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH CORPORATION, ENTERPRISE AND ANY AFFILIATE OR SUBSIDIARY ACCESSING OR USING THE SITE AND/OR SERVICES.  IN ALL SUCH INSTANCES, THE TERM “CUSTOMER” SHALL REFER TO SUCH CORPORATION, ENTERPRISE AND RELEVANT AFFILIATES ACCESSING OR USING THE SITE OR SERVICES.

b. Individual Not Authorized to Sign on Behalf of Company. IF YOU DO NOT HAVE AUTHORITY TO BIND YOUR CORPORATION OR ENTERPRISE, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU SHALL NOT ACCESS OR USE THE SITE, SERVICES AND/OR SOFTWARE.

c. Individual Signing on Behalf of Individual but Using Company Email. IF YOU ARE ACCEPTING THESE TERMS YOUR OWN BEHALF BUT USING AN ENTERPRISE EMAIL ADDRESS TO DO SO, YOU ACKNOWLEDGE AND AGREE THAT USE OF SUCH ENTERPRISE EMAIL ADDRESS WILL ESTABLISH A ALZA4 ACCOUNT THAT WILL BE ASSOCIATED WITH THE APPLICABLE ENTERPRISE, AND CAN AND WILL BE DISCLOSED ENTIRELY (BOTH CONTROL AND DATA/INFORMATION WITHIN THE ACCOUNT) TO SUCH ENTERPRISE UPON SUCH ENTERPRISE’S REQUEST WITHOUT NOTICE TO YOU ANY ALZA4 SHALL HAVE NO LIABILITY TO YOU ARISING FROM DISCLOSURE.

d. Trial/Beta Access. Alza4 and Customer acknowledge and agree that any beta, trial or freely available software (including the Alza4 Premium Platform known as “Alza4 Premium”), or trial/beta access to Alza4 Premium software features, may be: (i) modified and/or updated, without notice, and (ii) limited in functionality, features, maintenance, support and contain other limitations. Alza4 reserves the right to discontinue Customer trial/beta access and use Alza4 Premium, in whole or in part, including any features at any time in its sole discretion, and for any reason. Customers with Alza4 Premium beta/trial access shall not be permitted to access Preferred Pricing features unless and until their account is converted to a paid subscription to Alza4 Premium.

e. Preferred Pricing. Upon subscription to Alza4 Premium, and payment of applicable subscription fees, Customer shall be entitled to receive a Preferred Pricing discount (as set forth in an applicable Quote or Order, which shall be fully incorporated here by reference) on applicable Orders which are placed by Business Account users. Customer must request that any user(s) be added to the appropriate Business Account by Alza4 in order to access any Preferred Pricing Discounts applicable to such user’s Order(s). Preferred Pricing discount(s) will be applied to the following: Customer parts or Products (core services: 3d printing, CNC, and injection molding), new tooling Orders, standard and select custom finishes, and additional requirements (including but not limited to certificate(s) of conformity, material certification(s), and inspection reports). Preferred Pricing discounts shall not be applied to: Non-core services and offerings (including but not limited to die casting and related cutting/tooling, progressive die(s), sheet metal and related tooling, extrusion and related tooling, compression molding, welding, selective laser melting, investment casting, vacuum casting and finishing, kitting, waterjet, RTV, thermoforming and related tooling, sheet metal coatings, and select materials and related finishing including but not limited to Nylon 30% Glass-Filled, P20 Tool Steel, PA12, Rubber-like material (Shore 27A Black), and SOMOS Waterclear Ultra (Clear)), commercial off-the-shelf parts, fixturing, Shipping / carrier and broker expenses, taxes or tariffs, other applicable Alza4 Discount(s) (may not be combined with any other offer or discount), NRE (Non-reoccurring Engineering), consulting fees, Engineering Change Orders, expedite fee(s), Alza4 sample part Shipping expenses, material sourcing fees (including material cost), set-up fees or expenses, professional Services, inspection Services (including advanced inspection reports), Customer requested rework (non-warranty related) including Tool modifications, assembly, scrap charge(s), finishing process changes (post-order), and/or material selection changes (post-order). Alza4 reserves the right to modify any Preferred Pricing discount upon renewal (subject to no less than 30 days advance notification of revised Preferred Pricing discount rate prior to Renewal).

f. Alza4 Business Account / Teams. To access Business Account and Teams collaboration tools and features, Customer must request Alza4 convert its standard account to a Business Account associated with Customer’s organization and/or Team (following email verification to confirm Business Account membership), and Customer is solely liable for failure to provide Alza4 information sufficient to properly associate Customer’s account with the appropriate Business Account or Team. Customer understands and agrees that Teams members within Business Account(s) can: (i) share all existing Quotes and Orders with the Team profile (and associated accounts), (ii) create, access, configure, modify, purchase, reorder, and otherwise transact on the Quotes and Orders created for or placed by the Team. If you agree to create a Business Account with Alza4, anyone who joins the Business Account will have access to tax-exempt status of the Teams account and ability and authority to issue binding Orders using purchase orders associated with the assigned Business Account.

g. Lead Time Optimization. Alza4 shall not be liable (directly or indirectly) as a result of Lead Time Optimization order modification selections by Customer (including to the extent Alza4 makes Lead Time Optimization related modifications on behalf of customer, or “OBO”). Customer understands and agrees that delivery obligations align with shipping Quotes or Orders (quote and deliver to the terms as set forth in the Quote). Notwithstanding anything to the foregoing in these Terms, (i) Customer accepts all liability (whether direct or for OBO) associated with any Orders facilitated through its Teams account, and (ii) the parties expressly understand and agree that Lead Time Optimization features shall not constitute design advice, and that Customer is solely responsible for the Specifications and performance of the Products and all liability arising therefrom – including any decision to incorporate Lead Time Optimization feedback.

h. Customer agrees that Alza4 Premium features (excluding Preferred Pricing), including access to Teams feature(s), Lead Time Optimization feature(s), and any other feature(s) that Alza4 may make available to Alza4 Premium subscription account holders, may be added, modified, and/or removed at Alza4’s sole discretion.

i. Alza4 Premium Term and Renewal. Alza4 Premium subscriptions(s), subject to the terms in Section 12 above, shall run for the annual Term set forth in your Alza4 Premium Quote and/or Order (which shall be incorporated by reference herein). Payment shall be due immediately upon acceptance of your Alza4 Premium Quote and these Terms. Alza4 Premium features shall be applicable only to the specific entity or Company registering for a Alza4 Premium subscription (excluding affiliates), unless otherwise agreed by Alza4 in a mutually signed writing. Upon expiration of the initial Term as specified in your Alza4 Premium Quote or Order, your Term will automatically renew for periods of equal duration as the initial Term (each a “Renewal Term”) until either Party notifies the other Party in writing of its election not to renew at least thirty (30) days prior to the expiration of the then-current term. Customers’ payment obligations for any Renewal Term will be automatically adjusted to account for an annual increase on the prior list price, subject to no less than 30 days prior written notice specifying any such increase in fees before Renewal, and shall not include any discounts applied (if any) to the preceding Term or Renewal Term. Alza4 reserves the right in its sole discretion to immediately discontinue your access to Alza4 Premium features (including Preferred Pricing) for failure to remit Renewal Term payment as of the date of renewal, including on any Quote(s) not yet ordered as of the date of failure to remit payment, until such breach is remedied.

j. Termination of Alza4 Premium. Any Alza4 Premium subscription will commence on the date set forth in the Quote or Order and will apply until terminated hereunder or by operation of law.

Alza4 may immediately terminate any Alza4 Premium subscription executed between the parties, and/or access to or use of the Site, and any component thereto, upon your breach of any of the Terms or if you or the Company you are binding to these Terms becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Customer may terminate these Terms as applied to Alza4 Premium software features, upon providing written notice of breach to Alza4 in accordance with these Terms. If Customer materially breaches any of its duties or obligations hereunder and such breach is not immediately cured by Customer, then Alza4 may immediately terminate the applicable Order adversely affected by such breach without any liability of any kind. If Alza4 materially breaches any of its duties or obligations hereunder and such breach is not cured by Alza4, within thirty (30) calendar day(s) after notice of breach is provided by Customer, then Customer may immediately terminate its Alza4 Premium subscription.

Regarding access to Premium Subscription features, these Terms shall remain in full force and effect until the expiration of the then-current Term or Renewal Term, except as otherwise set forth in these Terms. In the event these Terms are terminated by Customer in accordance with this Section 23 for failure of Alza4 to cure a material breach, Customer’s sole and exclusive remedy is for Alza4 to refund Customer any prepaid Fees for the prorated portion of the unused Alza4 Premium Term or Renewal Term. If these Terms are terminated by Alza4 in accordance with this Section 23, the Customer shall immediately pay (if applicable) any unpaid Fees for the remainder of the subscription Term or Renewal Term (for Alza4 Premium accounts), and any open Orders for Products, to the extent permitted by applicable law. For the avoidance of doubt, in no event will termination relieve Customer of its obligation to pay any Fees payable to Alza4 for the period prior to the effective date of termination. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply. Notwithstanding anything else in these Terms, your continued use and/or access of and to the Site, the Platform, or Alza4’s Services shall be deemed your conclusive acceptance and desire to be bound by these Terms.

**23. Miscellaneous Terms**

a.  Entire Agreement. These Terms (together with any terms and conditions incorporated by reference) set forth the entire agreement and understanding of the Parties relating to the subject matter hereof and supersede any and all prior or contemporaneous agreements, proposals, negotiations, conversations, discussions and understandings, written or oral, with respect to such subject matter and all past dealing or industry custom.

b.  Governing Law and Venue. These Terms will be governed by and construed in accordance with the laws of the State of Pennsylvania applicable to agreements made and to be entirely performed within the State of Pennsylvania, without resort to its conflict of law provisions. The state or federal court in Montgomery County, Pennsylvania will be the jurisdiction in which any suits should be filed if they relate to these Terms. Prior to the filing or initiation of any action or proceeding relating to these Terms, the Parties will participate in good faith mediation in Montgomery County, Pennsylvania. If a Party initiates any proceeding regarding these Terms, the prevailing Party to such proceeding is entitled to reasonable attorneys’ fees and costs for claims arising out of these Terms. The Parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods.

c.  Waiver. The waiver by either Party of a breach of any provision of the Terms shall not constitute a waiver of any succeeding breach of the same or any other provision. The failure by either Party to require performance by the other Party of any provision of the Terms shall not affect the right of the other Party to require such performance in the future.

d.  Publicity. You consent to Alza4’s use of your name and logo (and, if applicable, your company’s name and logo) on the Site and our publicly available printed materials, identifying you (and, if applicable, your company) as a user of the Services. Accordingly, you hereby grant to Alza4 a non-exclusive, royalty-free, fully paid, irrevocable, worldwide, perpetual license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and display your name, logo, trademarks and service marks in all media formats and channels now known or later developed without compensation to you to the extent necessary or convenient for us to exercise the rights granted herein.

e.  Severability. If any provision of the Terms is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of the Terms will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by the Terms is not affected in any manner adverse to any Party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the Parties will negotiate in good faith to modify the Terms so as to affect the original intent of the Parties as closely as possible, in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

f.  Electronic Communications. Alza4 may choose to electronically deliver all communications with you, which may include email to the email address you provide to us. Alza4’s electronic communications to you may transmit or convey information about action taken on your Request for Quote, portions of your Request for Quote that may be incomplete or require additional explanation, any notices required under applicable law and any other notices. You agree to do business electronically with Alza4, and to receive electronically all current and future notices, disclosures, communications, and information, and that the foregoing electronic communications satisfy any legal requirement that such communications be in writing. An electronic notice will be deemed to have been received on the day of receipt as evidenced by such email.

g. No solicitation. From the date of the earliest Request for Quote made by you until the latest actual Delivery Date for your Products, and for 12 months thereafter, you will not directly or indirectly, without the prior written consent of Alza4, solicit, recruit or hire Alza4’s employees, Manufacturing Partners, suppliers, partners or other third parties that Alza4 uses to provide the Services, or in any manner attempt to persuade, encourage or induce any such persons to discontinue their relationship with Alza4.

h.  Assignment. You do not have the right to assign or otherwise to transfer such rights or obligations under these Terms without Alza4’s the prior written consent of Alza4. Notwithstanding the foregoing, we may assign some or all of our rights and obligations under these Terms to an affiliated Alza4 entity or an entity resulting from merger, reorganization or in connection with a sale of all or substantially all of the assets of Alza4. These Terms shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and legal representatives.

i.  Relationships of the Parties. The relationship of the Parties under these Terms will be and at all times remain one of independent contractors, and neither Party will at any time nor in any way represent itself as being a joint-venturer, partner, dealer, agent, or other representative of the other Party or as having authority to assume or create obligations or otherwise act in any manner on behalf of the other Party. Unless expressly provided, no provisions of these Terms are intended or shall be construed to confer upon or give to any person or entity other than you or us any rights, remedies, or other benefits hereunder.

j.  Force Majeure. Except for each Parties’ payment obligations, neither Party shall be in default of the Terms if such action is due to a natural calamity, epidemic or pandemic, acts of governments, wars, riots, strikes or other labor disputes, delays or failures caused by subcontractors or Manufacturing Partners, Carrier or customs broker delay, shortages of transportation, facilities, fuel, energy, labor or materials or other causes beyond the reasonable control of the non-performing or delayed Party (“Force Majeure Event”). Upon any Force Majeure Event, Alza4 may allocate Manufacturing Partners, materials and supplies among its customers in such manner as Alza4 may determine in its sole discretion and shall have no liability to you because of any delay or cancellation with respect thereto.

k.  Severability. If any provision of these Terms is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of these Terms will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by these Terms is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify these Terms so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

l.  Order of Precedence. (a) In the event of any conflict between these Terms and a Quote, the Quote issued by Alza4 shall supersede and control to the extent of any such conflict. (b) In the event of any conflict between these Terms and a Master Service Agreement (or its contractual equivalent) between you and Alza4, the Master Service Agreement shall supersede and control to the extent of any such conflict unless otherwise expressly stated in such Master Service Agreement.

m.    Privacy. Please see Alza4’s Privacy Policy <https://www.Alza4.com/privacy-cookies-policy> for information about how Alza4 collects, uses, and discloses information about users of the Site. Alza4’s Privacy Policy is incorporated herein by reference and is a part of these Terms.

n.    Feedback, Questions, Claims. If you have any questions or claims with respect to the Site, please contact us at: mailto:info@alza4.com. We will make a good effort to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation. In the event you elect to provide any suggestions, comments, or other feedback with respect to Alza4, the Services or the Site (collectively, “Feedback”), such Feedback will constitute confidential information of Alza4. Further, you acknowledge and agree that Alza4 will be free to use, disclose, reproduce, license, and otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise. **Pennsylvania Residents:** If you have a consumer complaint, you may contact the Pennsylvania Office of Attorney General, Bureau of Consumer Protection, in writing at 15th Floor, Strawberry Square, Harrisburg, PA 17120, or by telephone at 1-800-441-2555. Additional information is available at <https://www.attorneygeneral.gov>.