

TERMS AND CONDITIONS

MAKERS LAB USE

A. GENERAL

1. The purpose of these Terms and Conditions is to lay the ground rules for the use of services of the Makers Lab.
2. These Terms and Conditions are applicable to all users of the Makers Lab's services, which may include, the students, staff, faculty, and alumni of LUMS, as well as the incubated startups or the startups currently being incubated at NICL at LUMS, and any other external individuals or entities who wish to use the services of Makers Lab (collectively to be referred to as "Users").
3. Makers Lab is a set of 5 labs, built to create a nurturing environment for innovators. Makers space is laying the foundation for some groundbreaking cultural changes by striving to spawn makers culture in Pakistan. The labs help researchers, students and startups to empathize towards problems and rapidly prototype solutions. Various types of facilities including machining, building electronic circuits, 3D printing, wood and metal power tools are available under one roof to cater to the users' prototyping needs.
4. All Users must read these Terms and Conditions in its entirety, since it contains legally binding important information about the Users rights and obligations, as well as limitations and exclusions that apply to their use of the Makers Lab.

B. BOOKING

Procedure

1. Individuals or entities who wish to avail the services of the Makers Lab may submit a request for such services by emailing the NICL team.
2. The users may request the use of any services from any five labs as detailed in Annexure A below.
3. Once a request for services has been received by the staff members / technicians of the Makers Lab, they may request a consultation with the user, following which they shall assess such a request and shall convey to the user, the acceptance or rejection (with or without reason) of such a request. If accepted, an estimate of turnaround time shall be provided to the user within the context of workload across the service requested. The turnaround time may be subject to change at the discretion of the technicians of the Makers Lab.
4. Services of the Makers Lab are offered on a first-come, first-served basis. However, in case multiple requests are received, priority shall be given to the current NICL incubates, then the paying customers within LUMS community, followed by the Plug N Play users, then the partners and non-paying customers within LUMS community. Notwithstanding the above, the NICL team shall always have the sole discretion to prioritize any requests.
5. The Makers Lab administration reserves the right to refuse any requests deemed inconsistent with LUMS policies and procedures.
6. Once a requested product has been produced by a technician at the Makers Lab, it is the obligation of the user to pick such a product within 14 days and in case any such product is not picked by a user within 14 days, it shall become the property of the Makers Lab / LUMS and may be disposed of accordingly at discretion of Makers Lab staff and in such a case, no refund shall be provided to the user.

Prohibited Use

1. All services and products requested by the users must be used for lawful purposes only. Users must abide by all applicable local, state, and federal laws as well as LUMS policies. At the discretion of the Makers Lab administration, it is not permitted to use Makers Lab to create products which are:
 - a) Prohibited by local, state or federal law;
 - b) Prohibited by LUMS policies;
 - c) Unsafe, harmful, dangerous or considered to pose an immediate threat to the well-being of others;
 - d) Considered to be hostile, obscene or otherwise inappropriate for the environment;
 - e) Considered sexually explicit or otherwise offensive; or
 - f) In violation of another's intellectual property rights. For example, the services of Makers Lab shall not be used to reproduce material subject to copyright, patent, or trademark protection.
2. Any products formed at the Makers lab can only to be used as prototypes / samples. However, such products may be sold commercially.

Cost

1. The cost of using the services of the Makers Lab is specified in Annexure A below. Such costs and pricing shall be applicable to all users except the startups incubating/incubated at NICL. These startups shall be offered the services of the Makers Lab free of cost, however, their use of the Makers lab services and products shall be subject to a fair and a reasonable use and shall also be subject to the amount of resources available at Makers Lab.
2. The users may be offered a discount at the sole discretion of Makers lab administration.
3. The costs specified in Annexure A may be subject to change from time to time due to the nature of new services and equipment at Makers Lab or for any other reason at the discretion of LUMS.
4. The mode and manner of payment by the user for the services shall be communicated by the Makers lab administration to the user when requesting such services.

C. WAIVER AND RELEASE OF LIABILITY

1. Makers Lab / LUMS /NICL shall not be responsible for the subsequent safety of any products made at Makers Lab.
2. All Makers Lab users assume risk and are responsible for knowing the Makers Lab and any applicable LUMS policies when requesting services. Failure to do so can result in but is not limited to: termination of services for a user, being banned indefinitely, and potential legal action if necessary. Consequences for breaking the Makers Lab and LUMS Policies are at the sole discretion of LUMS.
3. By using the products manufactured in the Makers lab the users understand and agree to any potential risks involved in using such products and hereby accept any and all risks, including but not limited to property damage, personal injury, disability, and death. To the fullest extent permitted by law, the users agree to indemnify, defend and hold harmless LUMS from and against any and all claims arising out of or resulting from the products of the Makers lab.
4. Makers Lab / LUMS assumes no responsibility for any products that are defective, destroyed, do not function as expected, or are not collected by users.
5. User understand and acknowledge that there may be potential risks involved related to their use of the Makers Lab, and they assume all such risks, known and unknown, in any way connected with their use of the Makers Lab. They accept full responsibility for any liability, illness, injury, death, loss, or damage to them or their

property in any way connected with their use of the Makers Lab. They acknowledge that they shall use the Makers Lab at their sole risk and that such risks and dangers may be caused by the participants at the Makers Lab. Finally, such injury, illness, death or damage to the participants or their personal property, may arise from foreseeable or unforeseeable causes including, without limitation, electrocution, burns, impalement, or slip and fall injuries. User and its participants hereby fully assume all risks that may arise because of their use of the Makers Lab.

6. User gives NICL and LUMS right and permission to take photographs and videos of the User, its team, guests, etc., and further always NICL and LUMS to use such photographs and/or videos for promotional purposes, including but not limited to, advertising, publicity, commercial or display of use, on social media platform, websites, print media, or otherwise as deemed necessary by NICL and/or LUMS.
7. User and its participants release LUMS, its employees, officers, agents, volunteers and directors and assigns, from any and all liability whatsoever arising out of any damage, loss, illness or injury to the participants, or their property due to use of the Makers Lab and/or by using any equipment owned by LUMS or another member or guest of LUMS regardless of whether such loss or injury is as a result of negligence of LUMS or its employees, members, guests, agents, volunteers, and assigns, or is a result of some other cause.
8. User and its participants agrees that they will not, under any circumstances, initiate any legal action against LUMS, its employees, members, volunteers, guests, agents, and assigns, nor will they assist in the prosecution of any such legal action filed by another, arising out of an injury to them or their property or to another due to their use of Makers Lab or participating in any activities contemplated by LUMS. This covenant extends to include heirs, executors, administrators or assigns of Users and its participants.
9. User and its participants indemnify, save and hold harmless LUMS, its employees, members, volunteers, agents and assigns from any and all losses, claims, actions or proceedings of every kind and character which may be initiated by any other persons or organizations and which arise directly or indirectly from the participants' actions while using the Makers Lab or being engaged in the activities contemplated by LUMS.
10. The User hereby agrees and undertakes to fully and effectively indemnify and keep indemnified LUMS, its management, and NICL management from and against all damages, losses, claims, proceedings, notices, demands, expenses (including legal and professional expenses), costs and liabilities which LUMS may at any time incur as a result of any and all negligent or intentional acts or omissions of the Users, its officers, agents, employees or independent contractors of the Users, in regards to the obligations set out in these Terms and Conditions.

D. GENERAL PROVISIONS

1. The Users will comply with all policies and procedures applicable and updated from time to time on the discretion of LUMS at LUMS and / or NICL.
2. LUMS may, at any time, in its sole discretion, close down the Makers Lab at any time or for any reason and/or terminate, amend, suspend or modify this Terms and Conditions.
3. The Users are under a legal obligation to strictly adhere to these Terms and Conditions and any other applicable rules, regulations, or policies of LUMS. Any violation of the same gives LUMS the right to, impose fine, evict and / ban the User from the Makers Lab and terminate their use immediately without notice.
4. User shall not use directly or by implication the, Intellectual Property, logos, names or trademarks of LUMS/NICL, nor any of LUMS'/NICL's affiliates or contractors, nor any abbreviations thereof, or of any staff member, faculty member, student, or employee of LUMS/NICL in connection with any products, publicity, promotion, financing, marketing, advertising, or other social media or public disclosure without the prior written permission of LUMS/NICL. The User shall not, either themselves or through a group or a union, at any time during or after their booking term, make, publish, or communicate to any person or entity or in any public

- forum or social media any defamatory or disparaging remarks, comments, or statements concerning NICL, LUMS, or its respective businesses, or any of LUMS' employees, officers, and other associated third parties.
5. The User irrevocably undertake: (i) to keep confidential all Confidential Information; (ii) not to use Confidential Information or LUMS' or NICL's Intellectual Property except for the purposes of these Terms and Conditions; and (iii) not to use Confidential Information or LUMS' or NICL's Intellectual Property to the detriment of LUMS, and the NICL. The User shall not disclose Confidential Information or certain Intellectual Property Rights owned by LUMS/NICL to any third party unless the disclosure has been approved by LUMS/NICL. The User may disclose Confidential Information in, and only in, the following circumstances: (i) with the prior written consent of LUMS/NICL and upon the terms stipulated in writing by LUMS/NICL; (ii) to their authorized employees and advisers who need to know such information for the purposes of carrying out their obligations under these Terms and Conditions (and it shall ensure that its employees or advisers to whom it discloses the Confidential Information comply with this term); (iii) if the information is or has become public knowledge other than as a result of a breach of this Agreement; or (iv) if and to the extent required by law, by a court of competent jurisdiction, or by a government agency or regulatory body lawfully requesting the information.
 6. The User authorizes NICL / LUMS to keep the User's provided information, data and documents in its records and further authorizes NICL / LUMS to disclose such information to the parties as deemed appropriate by LUMS / NICL.
 7. NICL / LUMS reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete any of these Terms and Conditions at any time, without the consent of the Users. The User agrees to be legally bound by the revised terms and conditions of these Terms and Conditions.
 8. Under no circumstances shall LUMS or NICL be held liable for any delay or failure to fulfil its obligations or disruptions resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, internet failures, computer, telecommunications or any other equipment failures, electrical power failures, epidemics, pandemics, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of god, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.
 9. Neither these Terms and Conditions nor any of the rights, interests or obligations hereunder shall be assigned by the User (whether by operation of law or otherwise) without the prior written consent of LUMS. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
 10. Nothing contained in these Terms and Conditions shall constitute or to be deemed to constitute a partnership, joint venture, consortium or a principal / agent, employee / employer relationship between any User and LUMS / NICL.
 11. These Terms and Conditions are governed by the laws of Pakistan. The Pakistani courts in Lahore shall have the exclusive jurisdiction and venue over any dispute arising out of or relating to these Terms and Conditions. If any provision of these Terms and Conditions is found to be invalid in any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of its remaining provisions, which shall remain in full force and effect.
 12. Where the parties wish to seek such an amicable settlement through mediation, the mediation shall take place at the level of the User and Vice Chancellor LUMS or their nominees within a time frame of fifteen (15) days after the dispute or controversy arises or such extended date as the parties may mutually agree to in writing. Any dispute, controversy or claim arising out of or relating to these Terms and Conditions, or the breach, termination or invalidity thereof, which has not been successfully resolved by conciliation in accordance with this term, shall be settled by arbitration in accordance with the Pakistan Arbitration Act, 1940, subject to the exclusive jurisdiction of the Courts of Lahore. The arbitration shall be conducted by three (3) arbitrators whose

award shall be by majority and the Parties agree to be finally bound by such award. One (1) arbitrator shall be appointed by each of the Parties and the third arbitrator shall be appointed by the two (2) arbitrators so appointed. The language of the arbitral proceeding shall be English. The place of arbitration shall be Lahore, Pakistan.

The User hereby acknowledge that they have carefully read all of the terms of these Terms and Conditions, they fully understand the same, and are voluntarily entering into these Terms and Conditions at free will, and with the full intention to be legally bound by the same.

ANNEXURE A
Details of Makers Lab and Costs

Lab Names	Machines	Cost per hour (PKR)
CNC	CNC Machining Center 3axis	1,215
	CNC 4+1	1,215
Wood Lab	Wood Lab Machines	451
3D Printing	DLP -3D Printer Flash Forge Hunter	940 Per hour 8.2 ml x 120 = 984
	FFM-3D Printer Craft Bot XL	480 Per hour 12 gm x Rs. 40 = 480
	3D scanner- EinScan-SP Desktop	400
	Vinyl Cutter	400
PCB Lab	Single Side PCB Fabrication Process	84
	Double Side PCB Fabrication Process	117
	<u>Support Machines:</u>	
	Soldering & Desolring Station	388
	Oscilloscope	389
	Function Generator	390
	Dual Chanel Ver Power Supply	389
	NE-CUT for PCB Cutting (NIC Lahore)	392
	Handheld Digital Multi-Meter for PCB Lab - NIC	389
	RO Plant 200G for Makers Lab (NIC)	389
	<u>PCB Wet Etching Process (PTH) Without Consumables (Cost Per Sq. Inch.):</u>	
	Single sided	78
	Double Sided	104
	<u>Photo plotter Flim Development (Cost Per Sq. Inch.):</u>	
	Film	23
	FIX Consumables/Sheet(12X8)	664

Metal Lab	Manual Lathe	709
	Welding Plant	869
	<u>Support Machines:</u>	
	Drill Press	516
	Angle Grinder	515
	Cutoff Machine	515
	Tool Grinding Machine	516
	Tool Box	513
	Machine Vise (Baang) Local for Markers Lab - NIC	515
	Tube Bender	513