

Workbox Membership Terms and Conditions

These Membership Terms and Conditions (“**Terms and Conditions**”) are incorporated into and made part of the Membership Agreement (“**Agreement**”) entered into by and between the member (“**Member**”) and the Workbox entity identified in the Agreement (“**Workbox**”). Each of Member and Workbox shall be a “**Party**”, and together, shall be the “**Parties**”. Any capitalized terms used but not defined in these Terms and Conditions shall have the meaning provided to them in the Agreement.

Section 1. Office Space and Services

(a) Office Space.

- (i) **Office Space and Premises.** Subject to these Terms and Conditions and timely payment in full of all applicable fees, Workbox shall permit Member to access and use the Office Number or Dedicated Desk specified in the Agreement (the “**Office Space**”) located at the property, building, or space owned, leased, or otherwise controlled by Workbox indicated on the cover page of the Agreement (the “**Premises**”). Workbox shall also permit Member to access and use any furniture identified in the addendum to this Agreement (the “**Addendum**”). The Addendum contains an inventory list verifying all accommodations and the condition of the Office Space at the License Start Date.
- (ii) **License Only.** This Agreement is a revocable license to access the Office Space and receive certain Services, upon the terms and conditions set forth herein. The relationship between Workbox and Member is that of a licensor (Workbox) and licensee (Member) only. It is not a landlord-tenant or lessor-lessee relationship. This Agreement does not and shall not be construed to grant Member any other right, title, interest, easement, or lien in or to Workbox’s business, the Office Space, the Premises, or anything contained therein, nor will this Agreement be interpreted or construed as a lease or sublease of any kind. Member acknowledges that this Agreement creates no tenancy interest, leasehold estate, or other real property interest in Member’s favor.
- (iii) **Business Hours.** Business hours for the Premises may vary by location. The hours of operation in effect for any location will be posted at the Premises or otherwise made available to Member. They are subject to change in Workbox’s sole discretion. Workbox reserves the right to close the Premises on national holidays and on days with inclement weather, natural disasters or other emergencies at Workbox’s sole discretion. Certain Services may be available only during regular business hours, excluding holidays. Notwithstanding the foregoing, Member will have 24-hour access to the Premises using the key and/or access cards assigned to Member. Such access shall include electricity, phone, and internet services.
- (iv) **Maintenance.** Workbox will use commercially reasonable efforts to maintain the Premises in good functional condition; provided that Member is and will remain responsible for, and will indemnify, defend and hold harmless Workbox, Landlord (as defined herein), and each of their respective affiliates and agents for any and all damage to the Office Space, Premises and/or the building in which the Premises is located (the “**Building**”), including any equipment, fixtures and furnishings, exceeding normal wear and tear, caused by Member or any of Member’s owners, officers, employees, agents, or invitees (any such owner, officer, employee, agent, or invitee, a “**Member Party**”) and for the acts and omissions of Member and its Member Parties. Member shall take good care of all parts of the Office Space, Premises and/or the Building, including any equipment, fixtures and furnishings, which Member is permitted to use hereunder. Member shall not alter any part of the Office Space, Premises and/or Building or Workbox’s equipment, fixtures or furnishings.
- (v) **Keys and Access Cards.** Workbox shall provide Member with entry access, including all required keys and security access cards. Member is responsible for all keys and access cards issued to Member or any Member Party, and is required to return to Workbox (A) any keys or access cards held by any Member Party who is thereafter terminated by or disassociated with Member, immediately upon such termination or disassociation; and (B) all keys or access cards issued to Member or any Member Parties upon termination or expiration of this Agreement. Member shall provide Workbox with a list of all its Member Parties (along with such Member Party’s contact information, including email address), which Member agrees to update from time to time. If Member or any Member Party loses a key or access card (whether by theft or otherwise), Member must notify Workbox immediately and pay for a new key or access card.
- (vi) **Workbox Access to Office Space.** Workbox will use commercially reasonable efforts not to disrupt Member’s business in or use of the Office Space. Member nevertheless acknowledges that Workbox and its designees will at all times have access to the Office Space, upon at least 24 hours’ notice to Member (except in case of an emergency, which shall be determined in Workbox’s sole discretion, and for routine janitorial or similar access), for purposes including but not limited to maintenance, safety, or any other reason, as determined by Workbox in its sole discretion. In addition, Workbox may temporarily move and/or replace parts and components of the Office Space in Workbox’s sole discretion.

(b) Services.

- (i) **Services.** The Premises will include standard power outlets, common area restrooms and a common area kitchen. For common use within the Premises, Workbox will use commercially reasonable efforts to provide certain services (collectively, the “**Services**”), such as access to and use of shared internet connection and printers/scanners, all subject to the Terms and Conditions.

Any or all of the Services may be provided by Workbox, an affiliate of Workbox, or any third party service provider designated by Workbox from time to time in Workbox's sole discretion. All Services that may be provided by or on behalf of Workbox (other than shared internet connection and printers/scanners (subject to paragraph (v) below)) may be added, deleted, or changed at any time at the sole discretion of Workbox, with or without prior notice to Member.

- (ii) Phone and Internet. Notwithstanding the forgoing, Member acknowledges that any phone and internet services provided or facilitated by Workbox are being provided exclusively through third-party service providers, and such Services are contingent upon performance by such third-party providers. Such Services may include, but are not limited to internet access, internet speeds, data protection, phone services and call rates. Member may procure and use additional Services provided by other third parties, provided that (A) such usage must be pre-approved in writing by Workbox, and (B) Member shall reimburse Workbox for any costs, expenses, or damages incurred by Workbox in connection with Member's use of such other third-party Services.
- (iii) Mail and Related Service. Private Office and Dedicated Desk Members have the right to use the address of the Premises as such Member's business address, for mail receipt, and for business registration purposes. Workbox will accept mail on behalf of Private Office and Dedicated Desk Members, provided that Workbox will not be responsible for any items received at the Building or the Premises on behalf of Member. If Member expects a special delivery or package, Member shall provide Workbox with reasonable notice and instructions in order for Workbox to accept such delivery.
- (iv) Conference Room Use. Private Office and Dedicated Desk Members shall receive a total of 10 credit hours per month per company for conference room use at the Premises, unless otherwise specified in the Addendum. At the end of each calendar month, any unused credit hours shall expire, and shall not roll over from month to month. An hourly rate, determined by Workbox, applies after all credits have been used for the month. This hourly rate is automatically populated in the Office RnD billing platform once credits are depleted and is subject to change at any time, at the sole discretion of Workbox. Member agrees to follow all Workbox-location specific protocols for the reservation and use of conference rooms, which Workbox may change from time to time in its sole discretion.
- (v) Printing Use. Private Office and Dedicated Desk Members shall receive access to printers in the ordinary course at no additional charge; provided that (A) Workbox reserves the right, in its sole discretion, to charge Members \$.10 per page for any printer use that exceeds 1,000 pages during any 30-day day period; and (B) such threshold and pricing is subject to change by Workbox, at its sole discretion, at any time. Any additional printing charges shall be invoiced to Member and paid by Member upon receipt of the invoice.
- (v) Software. In order to receive certain Services (including but not limited to access to the network, shared printing, etc.), Member may be required to install on Member's computer device certain drivers or software tools (collectively, "**Software**"). Member acknowledges and agrees that Software may be owned, controlled, or provided by third parties, and that the installation or use of any Software may be subject to separate licenses, terms, conditions, or restrictions. Workbox provides no representations or warranties with respect to the Software (even if provided by or through Workbox), and as a condition of use of the Software, Member, on behalf of itself and its Member Parties, waives any and all claims against Workbox, its affiliates, and any person acting on behalf of Workbox or its affiliates arising from or in conjunction with the installation or use of such Software by Member or any Member Parties.

Section 2. Term, Termination, and Effect of Termination

(a) Term.

- (i) Initial Term. The Initial Term of this Agreement is set forth in the Agreement. The Initial Term, together with any renewals thereof, shall be the "**Term**".
- (ii) License Start Date. Workbox will use commercially reasonable efforts to make the Office Space available to Member as of the date specified in the Agreement as the Start Date ("License Start Date"), provided that if Workbox is unable to make the Office Space available on the date specified, the term "License Start Date" will mean the date Member actually receives access to the Office Space. Member's payment obligations will begin on the License Start Date (identified in the Agreement as the "Start Date").
- (iii) Relocation. Workbox reserves the right to relocate, reduce or increase the size, number, or configuration of the Office Space from time to time, in which case the applicable fees will be proportionately reduced or increased, as determined in Workbox's sole discretion; provided that no such relocation or increase shall result in an increase of the monthly License Fee. Workbox will provide Member with reasonable advance written notice of any anticipated changes to the Office Space provided to Member. If during the Term of this Agreement, Member changes the Office Space to one(s) carrying higher License Fees, Member will deliver to Workbox the incremental increase in the Security Deposit as required by Workbox.

- (iv) Renewal(s). Except as set forth in Section 2(a)(iv), upon expiration of the Initial Term (and any renewals of the Term hereunder), the Term shall automatically renew at the Renewal Rate, without further action or notice of either Party. The “Renewal Rate” shall be the then current-pricing for such Office Space, as determined by Workbox in its sole discretion.
 - (iv) Non-Renewal Notice. Member may elect not to renew the Term by delivering to Workbox written notice of Member’s election not to renew (a “**Non-Renewal Notice**”). To be effective, Member must deliver the Non-Renewal Notice to Workbox via the Workbox Email provided at the time of the Agreement no later than sixty (60) days prior to the scheduled expiration of the then-existing Term. Any delivery of a Non-Renewal Notice after the day that is sixty (60) days prior to the expiration of the then-existing Term shall not be effective, and the Agreement will automatically renew in accordance with Section 2(a)(iv).
- (b) **Termination.**
- (i) Termination for Breach. Except as set forth in Section 2(b)(ii), Workbox may terminate this Agreement in its sole discretion, effective immediately, if Member or any Member Party breaches any provision in this Agreement (inclusive of these Terms and Conditions), or violates any Workbox rules, policies, or codes of conduct.
 - (ii) Termination for Non-Payment. If Member fails to pay any fee when due, and if it is Member’s first delinquency during the Term, Workbox will send Member written notice of the delinquency, and Member will have eight (8) days from the delivery date of such notice to cure the delinquency by paying all amounts owed (including late fees and finance charges, as applicable). If Member fails to pay all amounts due prior to the expiration of the eight (8) day window, Workbox, in its sole and absolute discretion, may elect to terminate the Agreement. For any subsequent delinquency, Workbox may terminate Member’s license and membership immediately, in Workbox’s sole discretion.
 - (iii) Termination for Other Reason. Workbox may terminate the Agreement, (A) for any other reason, or no reason, in Workbox’s sole discretion, upon thirty (30) days’ written notice to Member; or (B) immediately, in the event that Workbox’s rights in the Premises terminate or expire for any reason.
 - (iv) Member’s Employees, Agents, or Invitees. In addition to the remedies set forth in Section 2(b)(i)-(iii), Workbox, in its sole and absolute discretion, and without notice, may immediately suspend the use of the Premises by any individual Member Party if such Member Party breaches any provision in this Agreement (inclusive of these Terms and Conditions) or violates any Workbox rules, policies, or codes of conduct.
- (c) **Effect of Termination**. Upon the termination or expiration of this Agreement for any reason, Member shall have no right to continue to use and/or access the Premises, Office Space or any Services, and shall remain liable to Workbox for all amounts due or owing as of the effective date of such termination or expiration (regardless of the date Member vacates any or all of the Office Space or the Premises). In addition to any amounts owed pursuant to the preceding sentence, if this Agreement is terminated for breach pursuant to Section 2(b)(i) or non-payment pursuant to Section 2(b)(ii), Member will remain liable to Workbox for (i) all License Fees and any other fees owed through the remainder of the Term, and (ii) the full amount of any fees that Workbox paid to a broker in connection with this Agreement (“**Broker Fees**”). All such License Fees, other fees, and Broker Fees will be due and payable immediately upon such termination pursuant to Section 2(b)(i) or Section 2(b)(ii). In either instance, any sum due from Member which remains unpaid shall bear interest from the date due until the date paid at the annual rate equal to the lower of eighteen percent (18%) per annum, or the maximum rate permitted by law. If this Agreement is terminated pursuant to Section 2(b)(iii), Workbox shall, within a reasonable time following the effective date of the termination, return to Member any pre-paid License Fees or other fees applicable to the post-termination period, without interest.
- (d) **Removal of Property**. On or prior to the termination or expiration of this Agreement, Member shall immediately return all keys, and access cards to Workbox, and remove all of Member’s property and all property of any Member Party from the Office Space, Premises, and the Building, and leave the Office Space and Premises in the same condition, normal wear and tear excepted, as they were at the License Start Date. If Member fails to remove all of Member’s property (or the property of any Member Party) from the Office Space, the Premises, and the Building upon the expiration or termination of this Agreement, Workbox shall be entitled to immediately remove and dispose of any such property in any way that Workbox chooses, without notice, compensation, or reimbursement to Member, any Member Party, or any other party. In addition to any other amounts owed to Workbox under this Agreement or otherwise, or other remedies that Workbox has under this Agreement or otherwise, Member shall immediately reimburse Workbox for any costs or fees that Workbox incurs in connection with the removal of any property of Member or any Member Party, including, without limitation, any damages caused to the Premises and/or the Office Space in connection with such removal. For the avoidance of doubt, no Member, Member Party, or other person or entity shall have any right to reimbursement, compensation, or payment of any kind from Workbox, and/or any of its owners, members, affiliates, or subsidiaries, and any of their respective directors, managers, officers, partners, agents, contractors, employees, insurers, or landlords (collectively, “**Workbox Parties**”) as a result of or in connection with the removal of any property from the Office Space, Premises, or Building pursuant to this Section. For the further avoidance of doubt, no Workbox Party shall have any obligation to replace any property removed from the Office Space, Premises, or Building pursuant to this Section.
- (e) **Change of Mailing Address**. Upon termination or expiration of the Term, Member shall provide Workbox with an updated mailing address. For thirty (30) days following termination or expiration of the Term, Workbox will hold mail for the former Member on site,

which former Member shall have the right to retrieve during business hours. Upon the expiration of such 30-day window, Workbox shall return to sender any mail that former Member has not retrieved, or that thereafter arrives for former Member.

Section 3. Fees and Payment.

(a) Fees & Security Deposit.

- (i) Initial Payment. Upon the execution of this Agreement by Member, Member shall pay Workbox the initial setup fee in the amount identified in the Agreement (“**Setup Fee**”), the security deposit to Workbox in the amount identified in the Agreement (“**Security Deposit**”), and the License Fee for the first full month of the Term (such amounts collectively, the “**Initial Payment**”). Member acknowledges and agrees that the Office Number and/or Dedicated Desk Number identified in the Agreement shall not be reserved for Member unless and until Member has signed the Agreement and paid the Initial Payment in full. Member further acknowledges and agrees that the Setup Fee and the first month License Fee are non-refundable.
- (ii) Monthly License Fees. Beginning on the License Start Date, and continuing during the Term of this Agreement, Member will pay, in advance, the full amount of the monthly license fee specified in the Agreement (“**License Fee**”). The License Fee is due on or before the first (1st) of each month during the Term, provided that if the License Start Date falls on a date that is not the first (1st) day of the month, then the License Fee for the first month will be the pro rata portion of the monthly License Fee for the remainder of that month.
- (iii) Other Fees. Member acknowledges and agrees that in addition to License Fees, all other set recurring fees, including but not limited to conference room bookings and phone connections, will be billed monthly at the rates stated in the Addendum. Additional Services may be utilized by Member, when available, at an additional cost, and all associated fees will be invoiced monthly to Member based on usage, and Member agrees to pay for such additional Services upon receipt of an invoice. The pricing for additional Services is subject to change by Workbox at any time in its sole discretion.
- (iv) Security Deposit. The Security Deposit must be paid in the amount and at the time set forth in the Agreement. The Security Deposit will be refunded to Member within sixty (60) days after the termination or expiration of this Agreement, subject to the complete satisfaction of Member’s obligations under this Agreement (as determined by Workbox in its sole discretion), as well as any potential deductions from the Security Deposit as provided in these Terms and Conditions. The Security Deposit will be held by Workbox, without liability for interest, as security for the performance by Member of Member’s covenants and obligations under this Agreement. Member acknowledges and agrees that the Security Deposit will not be considered an advance payment of the License Fee or a measure of Member’s liability for damages in case of a default or breach by Member or any Member Party. Workbox may, from time to time and without prejudice to any other remedy, use the Security Deposit to the extent necessary to satisfy in whole or in part any arrearages of the License Fee or to satisfy in whole or in part any other covenant or obligation of Member hereunder. Following any such application of the Security Deposit, Member will pay to Workbox on demand the amount so applied in order to restore the Security Deposit to its full original amount. To the extent of any unapplied Security Deposit after the termination or expiration of this Agreement, Workbox will only refund the same to Member, unless an authorized representative of Member directs Workbox in writing to send the refund to another person or location. Workbox reserves the right to require Member to submit a completed W-9 before Workbox returns the Security Deposit to Member.

(b) Payment.

- (i) Form of Payment. All fees must be paid in U.S. dollars, and must be made either via direct debit, electronic funds transfer, or credit card. Any fees paid by credit card may be subject to additional processing fees. All amounts paid under this Agreement are nonrefundable and noncancellable, except as expressly provided herein. When Workbox receives funds from Member, such funds will be applied first to any past-due balances (interest followed by principal), oldest to newest, then to any current monthly fees due and owing.
- (ii) Invoicing. License Fees and fixed monthly fees shall be billed in advance on a monthly basis, and include, but are not limited to, additional phone connections, internet connections and extra office furniture. All variable monthly fees, including but not limited to additional Setup Fees, Replacement key card fees, extra printing, and long- distance phone calls, will be billed on a pay as you go and per-usage basis and included in the monthly invoice. Any failure to include any variable monthly fee on the next monthly invoice shall not restrict Workbox from including such fee on any future monthly invoice. Any applicable taxes will be billed to Member at local, State, and Federally mandated rates. Workbox will provide all invoices electronically to the email address provided by Member on the Agreement. If billing contact is different from signor from Agreement, please inform Workbox.
- (iii) Late Fees. If Member does not pay the balance in full within seven (7) days of the payment due date, Member will be subject to a late payment fee of five percent (5%). If any attempted payment by a Member is rejected due to insufficient funds or for any other reason, Member will be subject to a late payment fee of five percent (5%). In either instance, any sum due from Member which remains unpaid shall bear interest from the date due until the date paid at the annual rate equal to the lower of eighteen percent (18%) per annum, or the maximum rate permitted by law.

- (iv) Suspension of Services. In addition to the termination remedies set forth in Section 2(b), Workbox may withhold or suspend any Services and/or access to the Office Space and the Premises while there are any outstanding amounts due from Member or any Member Party is otherwise in breach of this Agreement, in addition to any other rights and remedies Workbox may have under this Agreement or at law or in equity. In the event that Workbox withholds Services from Member pursuant to the foregoing, Workbox shall not be liable for any claim of business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of such actions.

Section 4. Security

- (a) General. No Workbox Party makes any warranty or representation to Member with respect to any security services or systems. The Workbox Parties expressly disclaim any liability related to the wrongful access, use or disclosure of any data or information that is processed, stored or transmitted through or by the Services, which includes without limitation, the Software. Member shall be fully responsible for the safety and security of its personal property brought into the Office Space, Premises and/or Building. As between Workbox and Member, Member shall also be fully responsible for any liability related to the wrongful access, use or disclosure of any data or information that is processed, stored or transmitted through or by the Services, which includes without limitation, the Software. No Workbox Party shall be liable to Member or any Member Party on account of any loss, injury, liability, damage or theft to any business or personal property of Member or any Member Party. Member acknowledges that all keys, key cards, key fobs, and other such items used to gain physical access to the building, Premises and/or the Office Space remain the property of Workbox, or its landlord or the owner of the Premises or each of their respective affiliates (as applicable, "**Landlord**"). Member will not attempt to (or allow others to) gain unauthorized access to any computer systems located at or serving the Premises or any content or data of Workbox, other members, or any other person. Neither Member nor any of its Member Parties are permitted to enter any other office space in the Premises. Member will use and will cause its Member Parties to use its best efforts to safeguard the Premises and Workbox's property and will be liable for all costs and expenses should any such property be lost or damaged as a result of Member's and/or its Member Parties' acts or omissions. Member is solely responsible for maintaining all necessary security and control of any and all user names, passwords, or any other credentials issued to or used by Member or Member Parties for use with Workbox's computer systems, networks, or other Services provided under this Agreement. Member will not allow (and will instruct its Member Parties not to allow) a party unknown to them to enter the Office Space, the Premises, or the Building, and acknowledges that such action may result in the termination of this Agreement. Member is and will remain responsible for the actions or omissions of all persons that Member or its Member Parties allow or invite to enter the Office Space, the Premises, or the Building.
- (b) Background Checks. Workbox reserves the right to conduct a criminal and OFAC background check on any or all of Member's owners, officers, employees and agents who will be granted access to the Premises. Member agrees to use good faith efforts to assist Workbox with the same, at no cost of Member. Workbox reserves the right, in its sole and absolute discretion, to restrict after-hours access to those persons who do not pass such background check to Workbox's sole and absolute satisfaction.
- (c) OFAC. Member represents and warrants that neither Member, nor any of its owners, officers, employees or agents has been or will be: (i) designated as a "blocked person" as such term is described in Executive Order 13224, issued September 23, 2001 or (ii) a person or entity described either as a Specially Designated Global Terrorist or a Specially Designated Nationals and Blocked Persons by the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of the Treasury. The continued accuracy throughout the Term of this Agreement of the foregoing representation and warranty is an ongoing material condition to this Agreement and, accordingly, Member has the obligation during the Term to immediately notify Workbox by written notice if the foregoing representation and warranty should ever become false.

Section 5. Member Conduct

- (a) General Conduct
 - (i) Rules, Policies. Member agrees to abide by all rules and policies as determined by Workbox from time to time, whether communicated to Member verbally, by email, other written notice or public posting. Certain rules are set forth below. Additional rules may be set forth in the Member Orientation or other policy documents applicable to each Workbox location, which are subject to change from time to time in Workbox's sole discretion.
 - (ii) Member Parties. Member accepts full responsibility for behavior and conduct of its Member Parties, including, without limitation, any Member Party's purchase and/or consumption of alcohol on the Premises. Member shall ensure that all Member Parties comply with these Terms and Conditions as if such Member Party were a Party hereto.
 - (iii) Other Members. Member agrees and shall cause all Member Parties to be respectful of all other Workbox members. Member shall not obstruct or interfere with the general business of any other Member. Member shall not canvass or solicit any other Member for business. Member and its Member Parties shall conduct themselves in a businesslike manner, dress in appropriate attire, and keep noise at a respectful level at all times. Member acknowledges that the services rendered by Workbox employees, agents, or strategic partners are shared services that may be offered to other members. No Member or Member Party may interfere with or obstruct such services provided to other members.

- (iv) Workbox Employees. Member agrees and shall cause all Member Parties to be respectful of all Workbox Employees and agents. Member and Member Parties shall not abuse, mistreat, or harass any Workbox employee, or any guest or agent of Workbox. For the avoidance of doubt, Workbox Employees are employees of Workbox and/or its affiliates. They are not administrative support staff for any Member or Member Party. No Member or Member Party shall request any Workbox Employee to assist in the productivity of a Member Party, whether by requesting administrative support for such Member's business, event planning, or otherwise.
 - (v) Workbox Property. Member agrees and shall cause all Member Parties to be respectful of all Workbox property, including the Office Space, common areas within the Premises, and all office furniture, fixtures and equipment. Member shall be fully liable for damage to any such property caused by Member or any Member Party.
 - (vi) Animals. Unless otherwise expressly permitted at a particular Workbox location, or as required by law, no animals shall be permitted on the Premises or within the Office Space. For avoidance of doubt, this prohibition shall not apply to service animals, which shall be permitted on the Premises or in the Office Space in accordance with the Americans with Disabilities Act, the Service Animal Access Act and White Cane Law, or any other applicable law or regulation.
- (b) Prohibited Conduct.
- (i) No Assignment or Sublicense. Member may not sell, lease, license, distribute or grant any interest in the Office Space or any of the Services to any third party. Further, Member may not assign this Agreement in whole or in part, or otherwise transfer, sublicense or otherwise delegate any of Member's rights or obligations under this Agreement, to any third party.
 - (ii) No Alterations. The Office Space and Premises are provided in "as is" condition. Member may not alter the Office Space or Premises in any manner or attach or affix any items to the walls, floors or windows, without Workbox's prior written consent, which Workbox may grant or deny in its sole discretion. Member may not add to, change, or alter the any locks or bolts to the windows of the Office Space or Premises.
 - (iii) Use as General Office Space. Member shall use the Office Space solely as general office space in the conduct of Member's business and for no other use whatsoever. Use of the Office Space for retail, medical or other type of business involving frequent visits by members of the public is prohibited. Member shall not use the Premises or the Office Space to conduct auctions. Manufacturing, or any other use prohibited by the Member Orientation is prohibited. Member shall not use the Premises or the Office Space for the manufacture, distribution or sale of liquor, narcotics, tobacco, cannabis, or any kind of illegal substances. Neither Member nor any Member Party shall sleep or live within the Premises or the Office Space.
 - (iv) No Unapproved Items. Member may not store any of its property or materials in any area of the Premises, except the Office Space. Member may not bring any additional furniture, furnishings or decorations into the Premises or Office Space or install any satellite or microwave antennas, dishes, cabling or telecommunications lines in the Premises or Office Space without the prior written consent of Workbox, which Workbox may grant or deny in its sole discretion. Member shall not store or operate any large machine or equipment within the Office Space. This includes but is not limited to heaters, stoves, coffee makers, vending machines, copiers, refrigerators, grills, servers, or other equipment without express prior written consent from Workbox, which Workbox may grant or deny in its sole discretion. The electrical current that Workbox provides to Member within the Office Space shall be used for ordinary lighting, personal computers and office equipment provided by Workbox. If Member requires special installation or wiring, it will be at Member's sole expense and only after express written consent from Workbox, which Workbox may grant or deny in its sole discretion.
 - (v) No Illegal or Immoral Activities. Member and/or its Member Parties may not use the Premises, the Office Space, any Services, or any Workbox computer systems or networks to conduct or pursue any illegal activities, including but not limited to, downloading, distributing or viewing any illegal content, engaging in any activity in violation of OFAC regulations, and/or illegally downloading any copyrighted content, or any other activity that violates any intellectual property rights. Member and its Member Parties shall comply with all local, state and Federal governing laws and regulations. Member and/or its Member Parties shall not use the Premises or the Office Space for any illegal or immoral purposes, as determined by Workbox in its sole discretion. Immoral purposes include but are not limited to anything that can be interpreted as harming a company or person financially, emotionally, physically or that is otherwise distracting to the work environment for other members or Workbox employees.
 - (vi) No Offensive Behavior. Member and/or its Member Parties may not conduct any activity in the Office Space, Premises and/or the Building that is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise generally regarded as offensive to other people, including but not limited to, involvement in hate groups or activities involving pornographic or sexually explicit materials or obscenities, whether written, oral, or in any form or medium. Member and its Member Parties will refrain from any activities that may be disruptive, a nuisance or an annoyance, including but not limited to, acts of disorderly nature or excessive noise. Member and/or its Member Parties may not conduct any activity which may be hazardous to other persons in the Premises or in the Building. Workbox may determine, at its sole discretion, which activities may be deemed offensive, disruptive or hazardous.

- (vii) No Smoking. Smoking and/or vaping in any form is prohibited in the entirety of the Premises and the Office Space.
- (viii) No Malware, Spamming. Member and/or Member Parties may not upload any files that Member or Member Parties knows or suspects to contain or may contain viruses, Trojan Horses, worms, time bombs, corrupted files, or any other malicious code, whether known or unknown that may damage or disrupt Workbox's or any other person's computer systems or networks. Member and its Member Parties will take precautions to prevent the spread of viruses, including but not limited to, using up-to-date anti-virus software, enacting policies to avoid opening suspicious emails, and avoiding suspicious websites. Spamming other members or any other persons is strictly prohibited.
- (ix) No Weapons. Workbox prohibits the use, possession, or storage of Dangerous Weapons throughout the entirety of the Premises (including all Office Spaces). No Member or Member Party may use, possess, or store any Dangerous Weapons on the Premises or in any Office Space. Workbox may immediately terminate this Agreement if any Member or Member Party violates this policy. "**Dangerous Weapons**" shall include firearms, explosives, knives, and other weapons that might be considered dangerous or that could cause harm. Workbox reserves the right at any time, without notice, and at its discretion to search all Office Spaces for the purposes of determining compliance with this policy.
- (x) Non-Solicitation. Member agrees that during the Term and for a period of one year after the termination or expiration of the Agreement, no Member or Member Party shall: (A) employ or otherwise directly or indirectly recruit, encourage, solicit, or induce any Workbox employee, contractor, or subcontractor to leave Workbox's employment or cease providing services to Workbox, a Workbox affiliate, or the other members; (B) employ or otherwise directly or indirectly recruit, encourage, or solicit any employee, contractor, or subcontractor of another member (or such member's affiliates) to leave such other member's (or such other member's affiliate's) employment or to cease providing services to such other member (or such other member's affiliate); or (C) solicit, induce or attempt to solicit or induce, directly or indirectly, any customer (including other members), client, supplier, or licensee of Workbox or any affiliate of Workbox to cease doing business with Workbox (or its affiliates) or to use the services of a competitor of Workbox (or its affiliates). If Member or any Member Party violates part (A) or this provision, Member shall pay to Workbox the equivalent of fifty percent (50%) of the annual salary or fees paid by Workbox to such employee, contractor, or subcontractor, in addition to any other remedies available at law in equity. If Member or any Member Party violates part (C) or this provision, Member shall pay to Workbox not less than the equivalent of fifty percent (50%) of the fees that would have otherwise been paid to Workbox or the Workbox affiliate by such customer, client, supplier, or licensee of Workbox for the year following Member's or such Member Party's violation of part (A). For purposes of this Agreement, the term "solicit" means to have contact with (regardless of who initiates the contact) any member, customer, or prospective member or customer of Workbox for the purpose of promoting, requesting, or advertising any services or products competitive with any services or products offered or provided by Workbox or its affiliates, including without limitation, contacting (regardless of who initiates the contact) such members, customers, prospective members or customers, or referral sources by telephone, e-mail, text message, social media, direct mail, facsimile or any other direct means of communication. Additionally, for purposes of this Agreement, the term "indirectly" means that Member or any Member Party will not ask, encourage, condone, or ratify another person or entity engaging in any solicitation activity on behalf of Member that Member otherwise would personally be prohibited in engaging in under the terms of this Agreement.

Section 6. Intellectual Property and Confidentiality

- (a) Trademarks. Member may not use Workbox's name, logo, trademarks, service marks or domain names (collectively, "**Workbox Marks**") in any way in connection with Member's business, without the express prior written consent of Workbox, which Workbox may grant or deny in its sole discretion. Member hereby acknowledges and agrees that all rights, title, and interest in and to the Workbox Marks belong to Workbox, and not Member or any Member Party, and that all usage and goodwill of the Workbox Marks will inure exclusively to the benefit of Workbox. Member will not use, register, or attempt to register any trademarks or domain names that are confusingly similar to the Workbox Marks, nor use the Workbox Marks in any manner that would indicate that Member has any rights thereto. If consent to use the Workbox Marks is granted as set forth above, Workbox reserves the right to revoke Member's rights to use the Workbox Marks at any time in Workbox's sole discretion.
- (b) Confidential Information. Member and its Member Parties may receive or learn certain confidential information about Workbox or its affiliates or Workbox's other members, including without limitation, information regarding its or their business operations, business and marketing plans, pricing, technology, finances and methods (collectively, "**Confidential Information**"). Member agrees to, and to cause its Member Parties to, hold all Confidential Information, whether belonging to Workbox or its other members, in strict confidence and to take all reasonable precautions to protect such Confidential Information. The Agreement and these Terms and Conditions are Confidential Information. Member acknowledges that any disclosure or unauthorized use of Workbox's Confidential Information will constitute a material breach of this Agreement and cause substantial harm to Workbox for which damages would not be a fully adequate remedy. In the event of any such breach, Workbox will have, in addition to any other available rights and remedies, the right to injunctive relief (without being required to post any bond or security).
- (c) Publicity. Member may not use photos or illustrations of the Premises or the Office Space, or any Workbox Marks, in any of Member's marketing materials or in any other manner without the express prior written consent of Workbox, which Workbox may grant or deny in its sole discretion. Further, no press release, advertising, sales literature or other publicity statements relating to the existence or

substance of this Agreement or the relationship of the Parties may be made by Member without the prior written approval of Workbox, which Workbox may grant or deny in its sole discretion. Member grants Workbox and its affiliates the right to use Member's trade name(s), logos and/or trademarks in Workbox's materials prepared for its shareholders or members, or prospective shareholders or members.

- (d) **Promotions.** Member acknowledges that promotional photography and/or video recording (a "**Promotion**") may occur in the Premises from time to time. Workbox will endeavor to provide Member with reasonable advance notice of any such Promotion, and at such time Member may request that Workbox endeavor to avoid capturing Member's name, likeness, image, voice and/or appearance in the background of any such recordings. Workbox will use commercially reasonable efforts to comply with Member's request. Subject to the foregoing, by entering that portion of the Premises in which a Promotion is taking place, Member, on behalf of itself and all Member Parties, consents to such photography and/or video recording and the release, publication, exhibition or reproduction of such recordings in which they may appear for promotional purposes by Workbox and its affiliates and representatives. Subject to the foregoing, Member and its Member Parties each hereby releases and discharges Workbox and its agents, representatives, and assignees from any and all claims and demands arising out of or in connection with the use of the name, likeness, image, voice, or appearance of Member or its Member Parties, including any and all claims for invasion of privacy, right of publicity, misappropriation, misuse, and defamation. Member represents and warrants to Workbox that its Member Parties will have been informed of and agreed to this consent, waiver of liability, and release before they enter that portion of the Premises in which a Promotion is taking place.

Section 7. Liability

- (a) **Insurance.** Member, at its expense, will maintain at all times during the Term the following insurance policies: (i) personal property insurance covering any and all personal property of Member and its Member Parties from time to time, within the Office Space, the Premises and/or the building in which the Premises is located, (ii) workers' compensation insurance in the minimum amounts required under applicable state law, and (iii) commercial general liability insurance covering personal injury, bodily injury and property damage of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. All insurance policy(ies) required to be carried by Member must (x) name, as additional insureds, Workbox and its Landlord(s), or other persons with responsibility for the Premises whom Workbox may designate in writing to Member, and (y) be endorsed to waive all rights of subrogation against Workbox, all other Workbox Parties, and its Landlord(s). Upon request from Workbox, Member will promptly provide proof of insurance required to be carried above, and in the form required above, including without limitation, the inclusion of the required additional insureds and waivers of subrogation. If Member fails to purchase the insurance required under this Section, Workbox reserves the right, but will not be obligated, to purchase any required insurance on behalf of Member, at Member's expense. If Member fails to carry any required insurance and a Claim occurs that would otherwise be covered by Member's insurance, Workbox, without imposing any liability on Workbox or waiving any rights Workbox has with regard to Member's breach, may, but will not be obligated to, make a claim under any insurance policy carried by Workbox to cover such Claim, in which event Member will be liable to Workbox for all costs and expenses of Workbox to cover such Claim, including, but not limited to, the applicable deductible and a reasonable portion of the premium as determined by Workbox in its sole discretion.
- (b) **Waiver of Claims.** To the maximum extent permitted by law, Member, on behalf itself and its Member Parties, hereby assumes in full the risk of any and all claims, losses, damages, diminutions in value, liabilities, deficiencies, actions, judgments, settlement, interest, awards, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that may be incurred or asserted, arising out of or relating to (i) any act or omission relating to performance or non-performance under the Agreement; (ii) any damage, injury, destruction, theft, or loss of any property (whether tangible or intangible) located at the Premises; (iii) any personal injury, bodily injury or property damage occurring in or at the Office Space, the Premises or the Building; (iv) the wrongful access or use of any information; (v) any loss of use or interruption of Member's business or any loss or stoppage of any Services; (vi) the Services provided by Workbox; or (vii) services provided to or received by a Member or a Member Party by another member, a third party service provider, or any other strategic party or vendor used by Member or Member Party ("**Claims**"). Member, on behalf of itself and all Member Parties, to the maximum extent permitted by law, hereby waives any and all Claims against Workbox, any other Workbox Party, and/or the Landlord. This section shall survive the termination or expiration of this Agreement.
- (c) **Disclaimer of Warranties.** Workbox expressly disclaims and excludes all warranties, whether express, implied or statutory, with respect to the Office Space, the Premises, the Services, or any goods or services provided by any other Member or any third party, including but not limited to, any warranty of merchantability, habitability, fitness for a particular purpose, non-infringement, quiet enjoyment, or any warranties that may have arisen or may arise from course of performance or course of dealing.
- (d) **Limitation of Liability.** Neither Workbox, any other Workbox Party, nor the Landlord shall be liable to Member or any Member Party to any extent whatsoever for indirect, special, exemplary, punitive, or consequential damages, including, but not limited to other expenditures or loss of profits or prospective profits of any kind or nature, sustained or arising out of, or alleged to have been sustained or to have arisen out of this Agreement or the termination or expiration of this Agreement. Workbox's liability (whether in contract, tort, negligence, strict liability, by statute, or otherwise) to Member and all Member Parties shall in the aggregate be limited to direct and actual damages not to exceed the lesser of \$10,000 or the total License Fees paid to Workbox during the six (6) months prior to the date such cause of action against Workbox accrued. This section shall survive the termination or expiration of this Agreement.

- (e) Indemnity. Member agrees to indemnify and hold Workbox and all other Workbox Parties (collectively, the “**Indemnified Persons**”), harmless from and against any and all claims, actions, suits, proceedings, damages, liabilities, and expenses incurred by any of them (including but not limited to fees and expenses of counsel) (i) which are related to or arise out of Member’s breach or violation of this Agreement; or (ii) which are otherwise related to or arise out of Member’s or any Member Party’s actions, errors, omissions, negligence, gross negligence, intentional misconduct, or fraud. Member shall reimburse any Indemnified Person for all expenses (including, but not limited to, fees and expenses of counsel) incurred by any Indemnified Person in connection with investigating, preparing or defending any of those claims, actions, suits or proceedings, whether or not in connection with pending or threatened litigation in which any Indemnified Person is a party. Member will defend the Claim at Member’s expense, upon written notice from Workbox. This section shall survive the termination or expiration of this Agreement.

Section 8. Miscellaneous

- (a) Entire Agreement. The Agreement, together with these Terms and Conditions, the Addendum, any schedules referred to herein, shall constitute the entire agreement, understanding, representations and warranties of the Parties hereto and supersede all prior agreements, understandings, representations and warranties of the Parties hereto, whether written or oral, regarding the matters addressed herein.
- (b) Time of the Essence. Time is of the essence with respect to Member’s obligations under this Agreement.
- (c) Severability. If any provision of Agreement (inclusive of the Terms and Conditions) shall be held invalid, illegal or unenforceable by any arbitrator any or court of competent jurisdiction: (i) the validity, legality and enforceability of the remaining provisions of this Agreement (inclusive of the Terms and Conditions) will remain in full force and effect; and (ii) the application of such provision to any other party or to any other circumstance shall not be affected or impaired thereby.
- (d) Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by electronic mail shall constitute effective execution and delivery of this Agreement as to the Parties hereto and may be used in lieu of the original for all purposes.
- (e) Waivers. Any term or condition in this Agreement may be waived in writing at any time by the Party to whom the benefit of such term or condition abound. Neither the failure nor any delay by any Party in exercising any right, power or privilege under the Agreement or the Terms and Conditions shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.
- (f) Relationship of Parties. The Agreement does not create any employment, franchise, joint employer, agency, joint venture or partnership between the Parties. Each Party will conduct its business at its own initiative, responsibility, and expense. Individuals employed by each Party are not employees of the other, and the employing Party assumes full responsibility for the acts and omissions of its own employees acting in the course and scope of employment. Each Party has and retains the right to exercise full control of and supervision over employment, direction, compensation, and discharge of its employees, including compliance with Social Security, withholding, Workers’ Compensation, unemployment, payroll taxes, and all other taxes and regulations governing such matters. Member shall notify the community manager in writing of any and all changes made to such Member’s employees before such employee shall be permitted to use or occupy the Premises. Setup Fees will be applied for all new employees of Member and Workbox shall charge Member for any unreturned keys or key cards of Member’s former employees.
- (g) Subordination. Notwithstanding anything herein to the contrary, the Agreement (inclusive of these Terms and Conditions) shall at all times be subject and subordinate to any lease, management agreement, or other agreement with the Landlord (any such agreement, a “**Landlord Agreement**”), and to any other agreements to which the Landlord Agreement is subject or subordinate. Member acknowledges that Member has no rights under any Landlord Agreement. Member further agrees that neither it nor any Member Party shall contact Landlord directly.
- (h) Updates to Terms and Conditions. Notwithstanding any other provision in the Agreement or these Terms and Conditions, Workbox may from time to time update the terms of the Agreement and these Terms and Conditions by providing at least thirty (30) days’ notice to Member; provided that such updates shall not materially interfere with Member’s rights under this Agreement or impose any additional material obligations on Member. Member acknowledges that Member’s continued use of the Premises, Office Space and/or Services beyond such thirty (30)-day period will constitute acceptance of such updated Agreement and Terms and Conditions.
- (i) Successor and Assigns. Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned by Member without the prior written approval of Workbox, which Workbox may grant or deny in its sole discretion. Any attempted assignment in violation of this Section will be void and without effect. Workbox may assign this Agreement without the notice or consent of Member. In the event of any transfer of Workbox’s interest in the Premises, Workbox will automatically be relieved of any and all respective obligations accruing from and after the date of such transfer. Following any such transfer(s), all rights, obligations and interests of Workbox under this Agreement will apply to, inure to the benefit of, and be binding on any such successors and assigns of Workbox.
- (j) Governing Law; Venue. This Agreement is governed by the laws of Illinois, without giving effect to any conflict of law principle that

would result in the laws of any other jurisdiction governing this Agreement. Any claim between the Parties that cannot be resolved amicably by mutual agreement shall be finally settled by confidential and binding arbitration in accordance with the arbitration rules of JAMS then in force by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Chicago, Illinois. In any action, suit or proceeding between Workbox and Member, including any appellate or alternative dispute resolution proceeding, to enforce rights under this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party, in addition to any other relief awarded, all of its costs and expenses in connection therewith, including, but not limited to, reasonable attorneys' fees.

- (k) Notices. Unless expressly specified otherwise herein, all notices, requests, demands and other communications to be delivered hereunder shall be in writing and delivered in person, by nationally recognized overnight carrier, or by registered or certified mail, return-receipt requested and postage prepaid, to the following addresses:

If to Workbox: Workbox Coworking Company
 Attn: notices@workboxcompany.com
 420 N Wabash Avenue #500,
 Chicago, Illinois 60611

If to Member: Either to the physical address provided by Member upon execution of this Agreement, the email address provided by Member upon execution of this Agreement, or the Office Space.

All notices will be deemed effective as of the date of confirmed delivery or refusal of receipt. In addition to the foregoing methods, Non-Renewal Notices may also be delivered by email to the Workbox email address identified in the Agreement. Delivery of notices by email hereunder will be deemed effective upon transmission. Either Party may update its respective address and/or email address from time to time upon written notice to the other Party. Member must promptly provide Workbox with any change of address, email address and other contact information (including phone number). Member agrees to accept community-wide emails sent out to all members by Workbox from time to time, which will be the responsibility of Member to review.

- (l) Class Action Waiver. Any proceeding to resolve any dispute relating to or arising under this Agreement in any forum will be conducted solely on an individual basis. Neither Party will assert any claim (including counterclaim) against the other in arbitration or litigation on a class or consolidated basis, and neither Party will pursue or participate in any claim against the other in a representative or private attorney general capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. The Parties expressly recognize and agree that this class action waiver precludes Workbox and Member from pursuing, participating in, or being represented in any class, consolidated, or representative action regarding any claim against the other.
- (m) Jury Trial Waiver. Each Party, to the fullest extent permitted by law, waives trial by jury in any action, proceeding, or counterclaim brought by either Party against the other arising out of or related to the Agreement (inclusive of these Terms and Conditions). To the fullest extent permitted by law, neither Party shall (i) seek a jury trial in any such action, proceeding, or counterclaim, or (ii) seek to consolidate any such action, proceeding, or counterclaim in which a jury trial has been waived with any other action, proceeding, or counterclaim in which a jury trial cannot be or has not been waived.
- (n) No Third-Party Beneficiaries. Except for third parties entitled to indemnity under this Agreement (inclusive of the Terms and Conditions) or third parties whose liability is specifically limited pursuant to the terms of this Agreement (inclusive of the Terms and Conditions), the Parties do not intend to confer any right or remedy on any third party.
- (o) Force Majeure. Neither Party is liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform as required by this Agreement (with the exception of Member's obligation to pay any sum due to Workbox hereunder, including without limitation, the License Fees, which obligation will remain unaffected by the provisions of this paragraph) as a result of any causes or conditions that are beyond such Party's reasonable control and which such Party is unable to overcome by the exercise of reasonable diligence, provided that the affected Party will use commercially reasonable efforts to promptly resume normal performance. For the avoidance of doubt, Member's payment obligations under this Agreement shall remain unaffected by circumstances beyond either Party's reasonable control, including without limitation public health crises (such as COVID-19 or other pandemic) and public health measures in response thereto.