

## WORKBOX MEMBERSHIP TERMS AND CONDITIONS

These Workbox Membership Terms and Conditions ("**Terms and Conditions**") are incorporated by reference into and expressly made part of the license or other agreement entered into by and between the member ("**Member**"), as licensee, and the applicable Workbox entity (together with its affiliates, "**Workbox**"), as licensor. Member and Workbox are referred to herein individually as a "**Party**" and collectively as the "**Parties**." All references herein to the "**Agreement**" shall mean such license or other agreement, together with these Terms and Conditions. Capitalized terms used but not defined in these Terms and Conditions shall have the meaning provided to them in the applicable license or other agreement.

### Section 1. Office Space and Services

#### (a) Office Space.

- (i) Office Space and Premises. Subject to these Terms and Conditions and Member's timely payment in full of all applicable fees, during the term of the Agreement, Workbox shall permit Member to access and use (A) the Office Number(s) and/or Dedicated Desk(s) specified in the Agreement (the "**Office Space**") located at the property, building, or space owned, leased, managed, or otherwise controlled by Workbox identified in the Agreement (the "**Premises**") and (B) the furniture and other personal property located in the Office Space and specified in the addendum to the Agreement (the "**Addendum**"). The condition of the Office Space and the furniture and other personal property at the License Start Date will be set forth in the Member Orientation documentation.
- (ii) License Only. The Agreement is a revocable license only to access the Office Space and receive certain Services (as defined below) from Workbox 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. The 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 shall the Agreement be interpreted or construed as a lease or sublease of any kind. Member acknowledges that the Agreement creates no tenancy interest, leasehold estate, or other real property interest in Member's favor.
- (iii) Business Hours. Business hours for the Premises will be posted at the Premises or otherwise made available to Member and are subject to change in Workbox's sole discretion. Workbox reserves the right to close the Premises for observance of local or 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 and other closures. Notwithstanding the foregoing, Member will use commercially reasonable efforts to provide 24/7 access to the Premises using the keys and/or access cards assigned to Member, subject to security measures implemented by the landlord or owner of the building in which the Premises are located ("**Landlord**"). 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. Member shall use commercially reasonable efforts to maintain the Office Space, including the furniture, fixtures, equipment and other personal property of Workbox located therein, in good repair, normal wear and tear excepted, and shall take good care of the parts of the Premises and the building in which the Premises are located ("**Building**") that Member is permitted to use under the Agreement. Member shall be responsible for, and agrees to pay, reimburse and indemnify, defend and hold harmless Workbox, Landlord and each of their respective affiliates and agents for any damage to the Office Space, Premises and/or Building caused by or arising out of the acts or omissions of Member or its affiliates, employees, agents, or invitees (any such affiliate, employee, agent, or invitee, together with Member, a "**Member Party**"). Member shall not alter or remove any part of the Office Space, Premises or Building, including the furniture, fixtures, equipment and other personal property of Workbox located therein, without Workbox's prior written consent.
- (v) Keys and Access Cards. Workbox will provide Member with entry access to the Premises and Building, including all required keys and security access cards, subject to security measures implemented by Landlord. Member shall be responsible for all keys and access cards issued to any Member Party and is required to return to Workbox (A) all keys and access cards held by any Member Party who is terminated by or disassociated with Member immediately upon such termination or disassociation and (B) all keys and access cards issued to Member Parties promptly upon termination or expiration of the Agreement. Upon execution of the Agreement, Member shall provide Workbox with a list of all Member Parties (along with each Member Party's contact information, including email address), and Member agrees to promptly notify Workbox of any changes to said list. Member must notify Workbox immediately of any damage to or loss (including by theft of otherwise) of a key or access card by any Member Party and pay for a replacement.
- (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, as determined by Workbox in its sole discretion, and for routine janitorial or similar services), for maintenance, safety and other purposes, as determined by Workbox in its sole discretion. In addition, Workbox may temporarily move and/or replace parts of the Office Space, including furniture, fixtures, equipment and other personal property of Workbox located therein, in Workbox's sole discretion.

#### (b) Services.

- (i) Services. The Premises will include standard power outlets, common area restrooms and a common area kitchen. In addition, Workbox will use commercially reasonable efforts to provide certain services for common use within the Premises (collectively, the "**Services**"), such as access to and use of shared internet connection and printers/scanners, all subject to these 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 Section 1(b)(v) below)) may be added, discontinued, or changed at any time in Workbox's sole discretion, with or without prior notice to Member.
- (ii) Phone and Internet. Without limiting the generality of the foregoing, Member acknowledges that any phone and internet Services provided by Workbox will be provided exclusively through third-party service providers and 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 additional services provided by other third parties for its own use, provided that (A) such services are preapproved in writing by Workbox, and (B) Member agrees to pay, reimburse, indemnify, defend and hold harmless 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 delivery of mail and packages on behalf of Private Office and Dedicated Desk Members, provided, however, that Workbox shall 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 advance notice and instructions regarding such delivery.
- (iv) **Conference Room Use.** Private Office and Dedicated Desk Members are entitled to a total of 10 credit hours per calendar month per company for conference room use at the Premises, unless otherwise specified in the Addendum. At the end of each month, any unused credit hours shall expire and shall not roll over to the next month. An hourly rate for conference room use applies after all available credits have been used for the month. This hourly rate, determined by Workbox in its sole discretion and subject to change from time to time, will automatically populate in Workbox's billing platform upon booking once credits are depleted. 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 will receive access to printers in the ordinary course at no additional charge, provided, however, that Workbox reserves the right, in its sole discretion, to charge an additional fee of \$0.10 per page for any printer use that exceeds 1,000 pages in any calendar month. Such fees may be subject to change at any time by Workbox in its sole discretion. Any additional printing charges will be invoiced to Member and shall be paid by Member upon receipt of the invoice.
- (vi) **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 or other 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 makes no representations or warranties with respect to the Software (even if provided by or through Workbox), and as a condition to use the Software, Member, for itself and on behalf of its Member Parties, waives any and all claims against Workbox, its affiliates and its and their respective employees and agents arising out of or resulting from or in conjunction with the installation or use of such Software by any Member Parties.

## **Section 2. Term, Termination, and Effect of Termination**

### **(a) Term.**

- (i) **Initial Term.** The Initial Term of the Agreement is set forth in the Agreement. The Initial Term, together with any renewals thereof, is referred to herein as 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 (the "**License Start Date**"), provided, however, that if Workbox is unable to make the Office Space available on the Start Date, 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.
- (iii) **Relocation.** Workbox reserves the right to relocate Member or reduce or increase the size, number or configuration of the Office Space at any time in Workbox's sole discretion; provided, however, that in the case of a reduction in size, the applicable fees will be proportionately reduced; and provided, further, that no such relocation or other change in the Office Space shall result in an increase of the monthly License Fee. Workbox will provide Member with reasonable advance written notice (but not less than 30 days, except in the case of an emergency or temporary relocation) of any anticipated relocation or changes to the Office Space. Member shall have the right at any time to request an upgrade from the Office Space, and Workbox will use commercially reasonable efforts to accommodate such request. If an upgrade is available, Member shall promptly deliver to Workbox the incremental Security Deposit, as required by Workbox, and pay the higher License Fees (as defined below) for the remainder of the Term.
- (iv) **Renewal(s).** Except as set forth in Section 2(a)(v), upon expiration of the Initial Term (and any renewals thereof), the Term shall automatically renew at the Renewal Rate, without further action or notice by either Party. The "Renewal Rate" shall be the then-current pricing for such Office Space, as determined by Workbox in its sole discretion.
- (v) **Non-Renewal Notice.** Member may elect not to renew the Term by delivering to Workbox (via the email address provided in Section 8(k)) written notice of such election (a "**Non-Renewal Notice**") not less than sixty (60) days prior to the expiration of the then-current Term. Any delivery of a Non-Renewal Notice within sixty (60) days prior to the expiration of the then-current Term shall not be effective, and the Agreement will automatically renew in accordance with Section 2(a)(iv). Upon delivery of an effective Non-Renewal Notice, the Agreement shall expire on the last day of the last month of the then-current Term.

### **(b) Termination and Suspension.**

- (i) **Termination for Breach.** Except as set forth in Section 2(b)(ii), Workbox may terminate the Agreement, effective immediately, if any Member Party breaches any material provision of the Agreement or materially violates any Workbox rules, policies or codes of conduct, as determined by Workbox in its sole and absolute discretion.
- (ii) **Termination for Non-Payment.** If Member fails to pay any fee when due and such failure constitutes 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 due (including any late fees and finance charges, as applicable). If Member fails to pay all amounts due prior to the expiration of the eight (8) day period, Workbox may elect to terminate the Agreement, effective immediately, in its sole and absolute discretion. For any subsequent delinquency, Workbox may terminate the Agreement, effective immediately, in its sole and absolute discretion.

- (iii) **Termination for Other Reason.** Workbox may terminate the Agreement, for any other reason, or no reason, in Workbox's sole and absolute discretion, upon not less than sixty (60) days prior written notice to Member. In the event that Workbox's rights in the Premises terminate or expire for any reason, Workbox may either (A) relocate Member to another Workbox location in accordance with Section 2(a)(iii) or (B) terminate the Agreement, effective immediately.
- (iv) **Suspension.** In addition to the remedies set forth in Section 2(b)(i)-(iii), Workbox may immediately suspend the use of the Premises by any individual Member Party, without notice, if such Member Party breaches any material provision of the Agreement or materially violates any Workbox rules, policies or codes of conduct, as determined by Workbox in its sole and absolute discretion.
- (c) **Effect of Termination.** Upon the termination or expiration of the Agreement for any reason, Member's right to access and use the Premises, the Office Space or any Services shall cease, and Member 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 the Agreement is terminated for breach or violation 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 the 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 any case, 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 the 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 prepaid License Fees and other fees applicable to the post-termination period, without interest. Notwithstanding the foregoing, the provisions set forth in Sections 6 and 7 of these Terms and Conditions shall survive termination or expiration of the Agreement.
- (d) **Removal of Property.** On or prior to termination or expiration of the Agreement, Member shall (i) return all keys and access cards to Workbox, (ii) remove all property of any Member Party from the Office Space, the Premises and the Building, and (iii) leave the Office Space and the Premises in the same condition, normal wear and tear excepted, as they were at the License Start Date. If Member fails to remove any property of any Member Party from the Office Space, the Premises, or the Building, Workbox shall be entitled to immediately remove and dispose of such property in any manner that Workbox chooses, without notice, compensation or reimbursement to Member, any Member Party or any other person, and, for the avoidance of doubt, Workbox shall have no obligation to determine whether any such property contains personally identifiable information and shall in no event be liable therefor. In addition to any other amounts owed to Workbox or other remedies that Workbox has under the Agreement or otherwise, Member shall immediately reimburse Workbox for any costs or fees that Workbox incurs in connection with the removal of such property, including, without limitation, any damages caused to the Office Space, the Premises or the Building in connection with such removal. For the avoidance of doubt, no Member Party or any other person shall have any right to reimbursement, compensation, or payment of any kind from Workbox or any of its directors, managers, officers, partners, agents, contractors, employees, insurers, or landlords (collectively, together with Workbox, the "**Workbox Parties**") as a result of or in connection with the removal of any property from the Office Space, the Premises, or the Building pursuant to this Section 2(d). For the further avoidance of doubt, no Workbox Party shall have any obligation to replace any property removed from the Office Space, the Premises, or the Building pursuant to this Section 2(d).
- (e) **Change of Mailing Address.** Upon termination or expiration of the Agreement, Member shall provide Workbox with an updated mailing address. For thirty (30) days following termination or expiration of the Agreement, Workbox will hold mail addressed to Member at the Premises, Member may retrieve such mail during business hours. After such 30-day period, Workbox will return to sender any mail that Member has not retrieved or that Workbox thereafter receives for Member.

### Section 3. Fees and Payment.

- (a) **Fees & Security Deposit.**
  - (i) **Initial Payment.** Upon execution of the Agreement by Member, Member shall pay to Workbox (A) the initial setup fee in the amount identified in the Agreement (the "**Setup Fee**"), (B) the security deposit in the amount identified in the Agreement (the "**Security Deposit**"), and (C) the License Fee for the first full month of the Term or prorated portion thereof (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 nonrefundable.
  - (ii) **Monthly License Fees.** Beginning on the License Start Date, and continuing during the Term, Member will pay, in advance, the monthly amounts specified in the Agreement (the "**License Fee**"). The License Fee is due on or before the first (1st) day of each month, provided that if the License Start Date falls on a date other than 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 the License Fee, all other fixed recurring fees, such as private VLAN networks, additional phone connections and extra office furniture, will be billed monthly at the rates stated in the Addendum. Additional Services, including, but not limited to, conference room bookings, when available, may be utilized by Member for an additional cost based on usage, and Member agrees to pay all associated fees for such Services upon receipt of a monthly invoice. The pricing for additional Services is subject to change by Workbox at any time in its sole discretion. In states or municipalities that impose a tax on Workbox for the lease, use or occupancy of the Premises, Workbox reserves the right to collect a proportionate share of such tax from Member.
  - (iv) **Security Deposit.** The Security Deposit must be paid at the time set forth in the Agreement. The Security Deposit will be refunded to Member, without interest, within sixty (60) days after the termination or expiration of the Agreement, subject to the complete satisfaction of Member's obligations under the Agreement (as determined by Workbox in its sole discretion), as well as any application of the Security Deposit as permitted 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 obligations under the 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 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 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 the Agreement, Workbox will refund the same only 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 Form W-9 before returning the Security Deposit in accordance with this Section 3(a)(iv).

(b) **Payment.**

- (i) Form of Payment. All fees must be paid in U.S. dollars via direct debit, electronic funds transfer or credit card, unless otherwise agreed by Workbox in advance. Any fees paid by credit card may be subject to additional processing fees. All amounts paid under the Agreement are nonrefundable and noncancellable, except as expressly provided herein. Payments received by Workbox 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 recurring fees will be billed in advance on a monthly basis. All variable fees, including, but not limited to, additional Setup Fees, replacement key and access card fees, extra printing, and long-distance phone calls, will be billed in arrears on a pay-as-you-go and per-usage basis. Any failure to include any variable fee on the next monthly invoice shall not constitute a waiver of such fee or restrict Workbox from including it on any future monthly invoice. Taxes, if any, will be billed to Member at the applicable local, state and federally mandated rates. Workbox will send all invoices by email to the address provided by Member in the Agreement. Member must inform Workbox in advance if it wishes to designate a different billing contact.
- (iii) Late Fees. Any invoice not paid in full within seven (7) days of the due date will be subject to a late payment fee of five percent (5%). In addition, if any attempted payment by a Member is rejected due to insufficient funds or for any other reason, a late payment fee of five percent (5%) may be imposed unless Member pays the invoice in full through an alternate payment method by the due date. In either instance, any sum due from Member that 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. Member agrees to pay any costs incurred by Workbox if its account is referred to a collection agency for collection.
- (iv) Suspension of Services. Without limiting Workbox's termination rights set forth in Section 2(b) or any other rights and remedies that Workbox may have under these Terms and Conditions or at law or in equity, 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 the Agreement. In the event that Workbox withholds or suspends Services pursuant to the foregoing, Workbox shall not be liable to any Member Party 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 representation or warranty 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 solely responsible for the safety and security of its personal property brought into the Office Space, the Premises and the Building. As between Workbox and Member, Member shall also be solely 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 any Member Party on account of any loss, injury, liability, damage or theft to any business or personal property of any Member Party. Member acknowledges that all keys, access cards, key fobs, and other such items used to gain physical access to the Building, the Premises and/or the Office Space remain the property of Workbox, the Landlord or their respective affiliates. 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. No Member Party shall be permitted to enter any other office space in the Premises without Workbox's or the applicable other member's express consent. Member will use, and will cause each of the other Member Parties to use, its best efforts to safeguard the Premises, the Office Space and Workbox's personal property located therein and will be liable for all damages, losses, costs and expenses arising from or as a result of any Member Party's 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 any Member Party in connection with Workbox's computer systems, networks or other Services provided under the Agreement. Member will not allow (and will instruct its other Member Parties not to allow) any person unknown to them to enter the Office Space, the Premises, or the Building; it being understood that such action may result in the termination of the Agreement. Member is and will remain responsible for the acts or omissions of all persons that any Member Party allows or invites to enter the Office Space, the Premises or the Building.
- (b) Background Checks. Workbox reserves the right to conduct criminal and OFAC background checks on any Member Party who will be granted access to the Premises. Member agrees to cooperate with and provide such information to Workbox as it may reasonably request to conduct such background checks at no cost of Member. Workbox reserves the right to restrict after-hours access to those persons who do not pass such background checks to Workbox's sole and absolute satisfaction.
- (c) OFAC. Member represents and warrants that no Member Party 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 the foregoing representation and warranty is an ongoing material condition to the Agreement and, accordingly, Member must immediately notify Workbox in writing if the foregoing representation and warranty ceases to be true and correct at any time during the Term.

**Section 5. Member Conduct**

- (a) General Conduct
  - (i) Rules, Policies and Codes of Conduct. Member agrees to abide by all rules, policies and codes of conduct as may be adopted by Workbox from time to time and communicated to Member, whether verbally, by email or 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 all Member Parties, including, without limitation, any Member Party's purchase and/or consumption of alcohol on the Premises (where permissible). Member shall ensure that all Member Parties comply with these Terms and Conditions as if each 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. No Member Party shall (A) obstruct or interfere with the general business of any other member, (B) canvass or solicit any other member for business, or (C) interfere with or obstruct any services provided by Workbox to other members. Member acknowledges that the services rendered by Workbox employees, agents, or strategic partners are shared services that may be offered to other members. All Member Parties shall conduct themselves in a businesslike manner, dress in appropriate office attire and keep noise at a respectful level at all times.
  - (iv) Workbox Employees. Member agrees, and shall cause all Member Parties, to be respectful of all Workbox Parties. Workbox employees are not administrative support staff for any Member Party, and no Member Party shall (A) abuse, mistreat or harass any Workbox Party or (B) request any Workbox Party to assist in the productivity of a Member Party, whether by requesting administrative support for the 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, other offices and common areas within the Premises, and all office furniture, fixtures and equipment. Member shall be solely liable for damage to any such property arising from or as a result of the acts or omissions of any Member Party.
  - (vi) Animals. Unless otherwise expressly permitted at a particular Workbox location, or as required by law, no animals are permitted in the Building, the Premises or the Office Space. For avoidance of doubt, this prohibition does not apply to service animals 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 the Agreement, in whole or in part, or otherwise transfer, sublicense or otherwise delegate any of Member's rights or obligations under the Agreement, to any third party.
  - (ii) No Alterations. The Office Space and the Premises are provided in "as is" condition. Member may not alter the Office Space or the 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 any locks or bolts to the doors or windows of the Office Space or the 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, or for manufacturing or any other purpose specified in the Member Orientation documentation, is strictly prohibited. Member shall not use the Premises or the Office Space to conduct auctions or to manufacture, distribute or sell liquor, narcotics, tobacco, cannabis, or any kind of illegal substances. No 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 the Office Space or install any satellite or microwave antennas, dishes, cabling or telecommunications lines in the Premises or the Office Space without Workbox's prior written consent, which Workbox may grant or deny in its sole discretion. Member shall not store or operate any large machines or equipment within the Office Space without Workbox's prior written consent, which Workbox may grant or deny in its sole discretion. This includes, but is not limited to, heaters, stoves, coffee makers, vending machines, copiers, refrigerators, grills, servers, or other equipment. 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. Member shall not bring into or store in the Premises or the Office Space any hazardous materials.
  - (v) No Illegal or Immoral Activities. No Member Party may 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, illegally downloading any copyrighted content, or any other activity that violates any intellectual property rights of another person. Member Parties shall comply with all local, state and federal governing laws and regulations. No Member Party shall use the Premises or the Office Space for any illegal or immoral purposes, as determined by Workbox in its sole and absolute discretion. Immoral purposes include, but are not limited to, anything that can be interpreted as harming a company or person financially, reputationally, emotionally, or physically or that is otherwise distracting to the work environment for other members or Workbox Parties.
  - (vi) No Offensive Behavior. Members Parties shall not conduct any activity in the Office Space, the Premises and/or the Building that may be deemed harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically or sexually discriminatory, or otherwise generally regarded as offensive to other people. Such activity may include, without limitation, involvement in hate groups or activities involving pornographic or sexually explicit materials or obscenities, whether written, oral, or in any other form or medium. Member Parties shall 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, or that may be hazardous to other persons in the Premises or the Building. Workbox may determine, in its sole and absolute 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. No Member Party shall download or upload any files that such Member Party 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 Parties will take precautions to prevent the spread of

computer 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 (as defined below) throughout the entirety of the Premises (including the Office Space). Workbox may immediately terminate the Agreement if any 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, in its sole discretion at any time and without notice, to search the Office Space 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 Party shall: (A) employ or otherwise directly or indirectly recruit, encourage, solicit, or induce any Workbox employee or contractor to leave Workbox's employment or cease providing services to Workbox or its affiliates; (B) employ or otherwise directly or indirectly recruit, encourage, solicit or induce any employee or contractor 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) encourage, solicit, induce or attempt to solicit or induce, directly or indirectly, any customer (including other members), client, vendor, supplier, landlord, or licensee of Workbox to cease doing business with Workbox. The foregoing restriction shall not apply, however, to any general advertisements for employment not directed at any employee of Workbox or any other member (or such other member's affiliates). If any Member Party violates part (A) of this provision, Member shall pay to Workbox the equivalent of fifty percent (50%) of the annual salary or fees payable by Workbox to such employee or contractor, in addition to any other remedies available at law or in equity. If any Member Party violates part (C) of this provision, Member shall pay to Workbox not less than the equivalent of fifty percent (50%) of the annual contract value between Workbox and such customer, client, vendor, supplier, landlord, or licensee. For purposes hereof, the term **"solicit"** means to have contact with (regardless of who initiates the contact and the manner in which the communication takes place) 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, and the term **"indirectly"** means to ask, encourage, condone, or ratify another person or entity engaging in any activity on behalf of a Member Party that such Member Party otherwise would personally be prohibited from engaging in under these Terms and Conditions.

## Section 6. Intellectual Property and Confidentiality

- (a) **Trademarks.** No Member Party may use Workbox's name, logo, trademarks, service marks or domain names (collectively, **"Workbox Marks"**) in any way in connection with Member's business or otherwise without Workbox's prior written consent, 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 any Member Party, and that all usage and goodwill of the Workbox Marks will inure exclusively to the benefit of Workbox. No Member Party will 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 such Member Party has any rights thereto. If consent to use the Workbox Marks is granted as set forth above, Workbox reserves the right to revoke such Member Party's rights to use the Workbox Marks at any time in Workbox's sole and absolute discretion.
- (b) **Confidential Information.** Member Parties may receive or learn certain confidential information about Workbox or its other members, including, without limitation, information regarding its or their business operations, business and marketing plans, pricing, customers, employees, technology, finances, and methods (collectively, **"Confidential Information"**). Member agrees to, and to cause its other Member Parties to, hold all Confidential Information in strict confidence, take reasonable precautions to protect such Confidential Information, and not disclose any Confidential Information to any third party. The Agreement is Confidential Information. Member acknowledges that any disclosure or unauthorized use of Workbox's Confidential Information will constitute a material breach of the 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.** No Member Party may 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 Workbox's prior written consent, which Workbox may grant or deny in its sole discretion. No Member Party shall issue a press release or make any public statement (including advertising or sales literature) disclosing the existence or substance of the Agreement or the relationship of the Parties without Workbox's prior written approval, which Workbox may grant or deny in its sole discretion. Member hereby grants Workbox the right to use Member's trade name(s), logos and/or trademarks in the Premises and in materials prepared for Workbox's existing 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 any Member Party's name, likeness, image, voice, and/or appearance in the background of any such photographs or 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 all Member Parties, consents to such photography and/or video recording and the release, publication, exhibition or reproduction of such photographs and recordings in which they may appear for promotional purposes by Workbox and its representatives. Subject to the foregoing, Member, on behalf of each Member Party, hereby releases and discharges Workbox and its representatives and assigns 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 any Member Party, including any and all claims for invasion of privacy, right of publicity, misappropriation, misuse, and defamation. Member hereby waives any right to inspect or approve the use of the photographs and/or recordings and acknowledges and agrees that the consent given herein is without compensation of any kind. 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) property and casualty insurance covering all personal property of the Member Parties from time to time in the Office Space, the Premises and/or the Building; (ii) workers' compensation and employers liability insurance in the minimum amounts required under applicable state law; and (iii) commercial general liability insurance covering personal injury, bodily injury and property damage with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. All insurance policies required to be carried by Member must (x) name, as additional insureds, Workbox, Landlord, and any other persons

with responsibility for the Premises designated by Workbox in writing to Member, and (y) be endorsed to waive all rights of subrogation against all Workbox Parties and Landlord. Upon request from Workbox, Member will promptly provide proof of insurance required to be carried above, including, without limitation, the required endorsements. If Member fails to purchase the insurance required above, Workbox may, 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 (as defined below) 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 incurred by 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 and absolute discretion.

- (b) Assumption of Risk, Waiver of Claims. To the maximum extent permitted by law, Member, on behalf of all 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, but not limited to, professional fees and expenses and attorneys' fees and expenses (collectively, "Claims"), 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 Party by another member, a third party service provider, or any other strategic party or vendor used by a Member Party. Member, on behalf of all Member Parties, to the maximum extent permitted by law, hereby waives any and all Claims against any Workbox Party and/or the Landlord.
- (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. No Workbox Party nor the Landlord shall be liable to 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 the Agreement or the termination or expiration of the Agreement. Workbox's liability (whether in contract, tort, negligence, strict liability, by statute, or otherwise) to 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.
- (e) Indemnity. Member agrees to indemnify, defend and hold harmless the Workbox Parties from and against any and all claims, actions, suits, proceedings, damages, liabilities, and expenses incurred by any Workbox Party (including, but not limited to, professional fees and expenses and attorneys' fees and expenses) that arise out of or relate to (i) any Member Party's breach or violation of the Agreement; or (ii) any Member Party's actions, errors, omissions, negligence, gross negligence, intentional misconduct, or fraud. Member shall reimburse any Workbox Party for all expenses (including, but not limited to, professional fees and expenses and attorneys' fees and expenses) incurred by such Workbox Party in connection with investigating, preparing or defending any of those claims, actions, suits or proceedings, whether or not such Workbox Party is a party thereto. Upon written notice from Workbox, Member will assume the defense of such claim, action, suit or proceeding at Member's expense.

## Section 8. Miscellaneous

- (a) Entire Agreement. The Agreement, including these Terms and Conditions and the Addendum, together with any Member Orientation documentation referred to herein, shall constitute the entire agreement, understanding, representations and warranties of the Parties and supersede all prior agreements, understandings, representations and warranties of the Parties, whether written or oral, regarding the matters addressed therein.
- (b) Time of the Essence. Time is of the essence with respect to Member's obligations under the Agreement.
- (c) Severability. If any provision of the Agreement 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 the Agreement 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. The 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 the Agreement and of signature pages by email or other electronic means (including .pdf or electronic signatures complying with the U.S. federal E-SIGN Act of 2000) shall constitute effective execution and delivery of the Agreement as to the Parties and may be used in lieu of the original for all purposes.
- (e) Waivers. Any term or condition in the Agreement may be waived in writing at any time by the Party to whom the benefit of such term or condition abounds. Neither the failure to exercise nor any delay by any Party in exercising any right, power or privilege under the Agreement 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 Workbox community manager of the Premises in writing of any changes in Member's personnel before such employee shall be permitted to use or occupy the Premises or the Office Space. Setup fees will be applied for all new employees of Member, and Workbox shall charge Member for any unreturned keys or access cards of Member's former employees.
- (g) Subordination. Notwithstanding anything herein to the contrary, the Agreement shall at all times be subject and subordinate to any lease, management agreement, or other agreement between Workbox and 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 the Member Parties have no rights under any Landlord Agreement. Member further agrees that no Member Party shall contact Landlord directly.

- (h) Updates to Terms and Conditions. Notwithstanding any other provision in the Agreement, Workbox may from time to time update 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 the Agreement or impose any additional material obligations on Member. Member acknowledges that Member's continued use of the Premises, the Office Space and/or Services beyond such thirty (30)-day period will constitute acceptance of such updated Terms and Conditions.
- (i) Successor and Assigns. Neither the Agreement nor any rights, licenses or obligations thereunder may be assigned by Member without Workbox's prior written approval, which Workbox may grant or deny in its sole discretion. Any attempted assignment in violation of this Section 8(i) will be void and without effect. Workbox may assign the Agreement without notice to 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 of its obligations under the Agreement accruing from and after the date of such transfer. Following any such transfer(s), all rights, obligations and interests of Workbox under the Agreement will apply to, inure to the benefit of, and be binding on any such successors and assigns of Workbox.
- (j) Governing Law; Venue. The Agreement shall be governed by the laws of the State of Illinois, without giving effect to any conflicts of laws principles that would result in the laws of any other jurisdiction governing the 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 the 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 otherwise expressly specified 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, by registered or certified mail, return-receipt requested and postage prepaid, or by email to the following addresses:

If to Workbox: c/o Workbox Coworking Company LLC  
420 N. Wabash Avenue #500  
Chicago, Illinois 60611  
Attn: [notices@workboxcompany.com](mailto:notices@workboxcompany.com)

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

Delivery of notices (other than notices by email) will be deemed effective as of the date of confirmed delivery or refusal of receipt. Delivery of notices by email 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 the 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. 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 persons entitled to indemnification under the Agreement or whose liability is specifically limited pursuant to the terms of the Agreement, the Parties do not intend to confer any right or remedy thereunder on any third party.
- (o) Force Majeure. Neither Party shall be liable for or considered in default or breach of the Agreement on account of any delay or failure to perform as required by the Agreement (with the exception of Member's obligation to pay any sum due to Workbox thereunder, including, without limitation, the License Fees, which obligation will remain unaffected by the provisions of this paragraph) caused by circumstances beyond such Party's reasonable control and that such Party is unable to overcome by the exercise of reasonable diligence, provided that the affected Party uses commercially reasonable efforts to promptly resume normal performance. For the avoidance of doubt, Member's payment obligations under the 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.