

WORKBOX ON-DEMAND ACCESS TERMS AND CONDITIONS

These Workbox On-Demand Access Terms and Conditions (including **Exhibit A** hereto, “**Terms and Conditions**”) describe your rights and obligations in connection with your access to the Premises (defined below) and the services provided as part of, or that are incidental or related to, such access. By submitting a Booking (defined below), you are agreeing that you shall abide by and be bound by these Terms and Conditions. Customer and Workbox are herein referred to individually as a “**Party**” and collectively as the “**Parties**.”

SECTION 1. DEFINITIONS AND INTERPRETATION

(a) **Definitions.** When used in these Terms and Conditions, the following words and phrases shall have the following meanings:

“*Agreement*” means a Booking, together with these Terms and Conditions.

“*Booking*” means the purchase and reservation of a Day Pass and/or Meeting Room in accordance with Section 2(a)(i) below.

“*Booking Confirmation*” means the email confirmation sent to Customer following submission of a Booking.

“*Booking Fees*” means the fees charged by Workbox for access to the Premises specified in a Booking, and includes any processing fees and Cancellation Fees. For Day Passes, the Booking Fee is based on the number of individual passes purchased. Day Pass pricing may vary by day, location, time of purchase, and/or special promotions. For Meeting Rooms, the Booking Fee is based on the length of time reserved, subject to half-hour increments. Meeting Room pricing may vary by day, time, location, time of purchase, and/or special promotions.

“*Customer*” means the individual, entity or group of individuals for whom a Booking is made and includes, where the context requires, such person’s affiliates, employees, agents, and guests who are permitted or invited by such person to access the Premises that are the subject of a Booking.

“*Cancellation Fee*” means any amount payable to or retained by Workbox in connection with the cancellation by Customer of a Meeting Room Booking in accordance with Section 3(b).

“*Day Pass*” means non-exclusive access to a furnished workspace in the common areas of the Premises on a temporary basis for general office purposes.

“*Meeting Room*” means exclusive access to a furnished meeting room in the Premises on a temporary basis for conferences, meetings, or other similar commercial purposes. Furniture, fixtures, and equipment (including audiovisual equipment) available for use in Meeting Rooms vary by location.

“*Premises*” means the building, or portion thereof, owned, leased, managed, operated, or otherwise controlled by Workbox which is the subject of a Booking.

“*Term*” means the term of the Agreement, which shall be the duration of Customer’s purchased access to the Premises. For Day Passes, the Term shall be a single business day during business hours for the Premises. For Meeting Rooms, the Term shall be the length of time Customer reserved during business hours for the Premises.

“*Website*” means the Workbox website through which a Booking is made.

“*Workbox*” means the Workbox entity providing access to the Premises and the services that are part of, or incidental or related to, such access, together with its affiliated entities.

(b) **Headings; Interpretation.** The headings in these Terms and Conditions are for convenience only and are not to be used to interpret or construe any provision hereof. Any use of “including” or “such as” in these Terms and Conditions shall be read as being followed by “without limitation” where appropriate.

SECTION 2. ON DEMAND ACCESS AND SERVICES

(a) **Day Passes and Meeting Rooms.**

(i) **Booking Process.** Day Passes and Meeting Rooms may be purchased and reserved by submitting a Booking through the Website or Workbox staff. Promptly following submission of a Booking through the Website and payment in full of all Booking Fees, Customer will receive a Booking Confirmation specifying the details (date, time, location, and Booking ID) for that Booking. Promptly following submission of a Booking through Workbox staff, Customer will receive a Booking Confirmation specifying the details (date, time, location, and Booking Fees) for that Booking and instructions for payment. Customer acknowledges and agrees that a Day Pass or Meeting Room, as applicable, shall not be reserved for Customer, and Customer will not be provided access to the Premises or the Meeting Room, unless and until Customer pays in full all applicable Booking Fees in accordance with Section 4. Workbox reserves the right, in its sole discretion, to cancel a Booking without notice if it does not receive payment in full of all applicable Booking Fees within 24 hours of the Booking being submitted.

(ii) **Access to Premises.** FOR DAY PASS BOOKINGS ONLY: Subject to these Terms and Conditions and Customer’s payment in full of all applicable Booking Fees, Workbox shall permit Customer to access the workspace located in the common areas of the Premises specified in the Booking Confirmation, as well as the furniture, fixtures, and equipment located therein, for non-exclusive general office use during the Term. Customer acknowledges and agrees that: (A) such access does not entitle Customer to any dedicated workspace or a private office,

is available on a first-come, first-served basis (and, therefore, there is no guarantee of availability), and will be shared with other individuals during the same day; and (B) Customer shall not be entitled to any refunds, credits, abatement, termination rights, or other rights or remedies in the event that any specific workspace is not available to Customer at the Premises or on a specific date desired by Customer. FOR MEETING ROOM BOOKINGS ONLY: Subject to these Terms and Conditions and Customer's payment in full of all applicable Booking Fees, Workbox shall permit Customer to access and use the Meeting Room specified in the Booking Confirmation, as well as the furniture, fixtures, and equipment located therein, for exclusive conference, meeting, or other similar commercial use during the Term. Customer acknowledges and agrees that such access does not entitle Customer to any dedicated workspace (other than such Meeting Room) or a private office and is available on a first-come, first-served basis, subject to availability and prior reservation and payment.

- (iii) **Relationship of Parties.** Each Booking constitutes a revocable license to access and use the workspace and/or Meeting Room and the Premises that are the subject of such Booking and to receive certain services from Workbox upon these Terms and Conditions. As such, the relationship between Workbox and Customer is that of a licensor (Workbox) and licensee (Customer) only. CUSTOMER AND WORKBOX AGREE THAT THIS RELATIONSHIP IS NOT THAT OF LANDLORD-TENANT OR LESSOR-LESSEE, AND NO BOOKING SHALL IN ANY WAY BE CONSTRUED TO GRANT CUSTOMER ANY TITLE, EASEMENT, LIEN, POSSESSION, OR RELATED RIGHT IN OR TO WORKBOX'S BUSINESS, THE PREMISES, OR ANYTHING CONTAINED IN OR ON THE PREMISES NOT OWNED BY CUSTOMER, NOR SHALL IT BE INTERPRETED OR CONSTRUED AS A LEASE OR SUBLEASE OF ANY KIND. CUSTOMER ACKNOWLEDGES THAT A BOOKING CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE, OR OTHER REAL PROPERTY INTEREST IN CUSTOMER'S FAVOR.
- (iv) **Business Hours.** Business hours for the Premises will be posted at the Premises or otherwise made available to Customer 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, and certain services may be available only during regular business hours, excluding holidays and other closures.
- (v) **Maintenance; No Alterations/Installations.** Customer shall take good care of the portions of the Premises that Customer is permitted to access and use and the building in which the Premises are located (the "**Building**"). Customer is responsible for the actions of, and any damage to the Premises and/or the Building, including any furniture, fixtures, equipment, and other personal property not owned by Customer located therein, exceeding normal wear and tear caused by, Customer, its affiliates, and its and their respective employees, agents, guests and invitees (such affiliates and other persons, together with Customer, "**Customer Parties**"), or any pet or other individual a Customer Party permits to enter the Premises. Customer may not make any alterations or installations (including attaching or affixing any items to the walls, floors, glass partitions or windows) in, or remove any part of, the Premises, the Building, or any furniture, fixtures, equipment, and other personal property not owned by Customer located therein.
- (vi) **Workbox Access.** Workbox shall use commercially reasonable efforts not to disrupt Customer's business in or use of the workspace located in the common areas of the Premises and/or the Meeting Room. Customer nevertheless acknowledges that Workbox and its designees may access any portions of the Premises that Customer is permitted to access and use at any time in emergency situations, in connection with the provision of Services, and for maintenance, safety and other purposes. In addition, Workbox may move and/or replace furniture, fixtures, equipment and other personal property not owned by Customer located in the Premises in Workbox's sole discretion. Workbox agrees that it will not grant other Workbox customers or guests access to the Meeting Room during the Term.
- (vii) **Guests.** Customers who reserve and purchase a Meeting Room may bring as many guests as there are seats in such Meeting Room. For security purposes, guests must be checked in by Workbox staff and may be subject to additional security requirements of the Building, including check-in with Building security and/or presentation of valid government issued identification, in order to be permitted access to the Premises. Customers who reserve and purchase a Day Pass are not permitted to bring guests.
- (viii) **Relocation.** Workbox reserves the right to relocate Customer from the workspace or Meeting Room to an alternate furnished office space or Meeting Room of similar or better size and quality in the Premises in the event that such workspace or Meeting Room become unavailable for any reason or Workbox is unable to provide access to such workspace or Meeting Room due to circumstances beyond its reasonable control. In such case, Workbox will provide notice to Customer as far in advance of the date of the Booking as is practicable, and if Workbox is unable to relocate Customer to an alternate furnished office space or Meeting Room of similar or better size and quality in the Premises, Customer shall be entitled to cancel the Booking for a full refund without payment of any Cancellation Fee.

(b) **Services.**

- (i) **Services Generally.** Subject to these Terms and Conditions and Customer's payment in full of all applicable Booking Fees, during the Term, Workbox shall provide Customer with the following services (collectively, the "**Services**") in the Premises:
 - **Internet** - Access to and use of the shared internet connection available to all Workbox customers in the Premises. Ordinary course usage shall be provided to Customer at no cost, but Workbox reserves the right, in its sole discretion, to charge a fee for excessive usage causing degradation in internet services at the Premises. Customer acknowledges and agrees that any internet services provided by Workbox, including internet speeds and data protection, will be provided exclusively through third-party service providers and are contingent upon performance by such third-party providers.
 - **Printers** – Access to and use of the printers, copiers and/or scanners available to all Workbox customers in the Premises, in each case subject to availability and payment of any applicable fees. Workbox reserves the right, in its sole discretion, to charge a fee for printer use. Fees for printing will be set forth in the rate sheet posted by Workbox or delivered to Customer and are subject to change at any time by Workbox in its sole discretion.
 - **Utilities** – Standard power outlets for reasonable office use in the workspace and Meeting Room and heating, ventilation and air conditioning (HVAC) in the workspace and Meeting Room (subject to Building requirements) during regular business hours.
 - **Common Areas** – Use of the common areas, kitchens, restrooms, and beverages made available to all Workbox customers in the Premises.

- **Events and Other Benefits** – Opportunity to participate in Workbox community and networking events occurring in the Premises on the date of a Booking.

With the exception of shared internet connection, Workbox may add, discontinue, or change Services at any time in its sole discretion, with or without prior notice.

- (ii) **Third-Party Providers.** Customer acknowledges and agrees that 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. Customer may not procure any additional services from third parties for its own use during the Term without Workbox's prior written consent, and Customer agrees to indemnify, defend and hold harmless Workbox for any costs, expenses, or damages incurred by Workbox in connection with Customer's use of such other third-party services.
- (iii) **Software.** In order to be able to receive certain Services (such as shared internet connection and printing), Customer may be required to install on Customer's computers or other devices certain drivers or other software tools (collectively, "**Software**"). Customer 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 third-party Software (even if provided by or through Workbox), and, as a condition to the installation or use of the Software, Customer, for itself and on behalf of all other Customer Parties, hereby waives any and all claims against Workbox, its affiliates, and its and their respective directors, managers, officers, partners, employees, and agents (collectively, "**Workbox Parties**") arising out of or as a result of the installation or use of such Software by any Customer Parties.

(c) **Security.**

- (i) **Premises.** Customer shall, and shall cause each other Customer Party to, use its reasonable efforts to safeguard the Premises, including the furniture, fixtures, equipment, and other Workbox personal property located therein, and Customer shall be liable for any loss, injury, liability, damage, or theft thereto arising from or as a result of any Customer Party's acts or omissions. Customer is responsible for the safety and security of its personal property brought into the Premises and the Building, and Workbox shall not be liable to any Customer Party for any loss, injury, liability, damage, or theft thereto, except to the extent caused by the gross negligence or willful misconduct of a Workbox Party. Workbox maintains security measures and systems for the Premises intended to prevent or deter damage or theft, but no Workbox Party makes any representation or warranty with respect to such measures or systems. No Customer Party shall be permitted to enter any dedicated workspace or private office in the Premises without Workbox's or the applicable Workbox member's express consent. No Customer Party shall allow any person unknown to them to enter the Premises or the Building; it being understood that such action may result in the immediate termination of the Agreement by Workbox. Customer shall be responsible for the acts or omissions of all individuals and pets that any Customer Party allows or invites to enter the Premises or the Building.
- (ii) **Computer Network.** Customer is responsible for maintaining all necessary security and control of user names, passwords, and any other credentials issued to or used by any Customer Party in connection with Workbox's computer systems, networks, or other Services provided under the Agreement, and Workbox shall not be liable to any Customer Party for any wrongful access, use, or disclosure of any data or information that is processed, stored, or transmitted through or by the Services, including without limitation the Software, except to the extent caused by the gross negligence or willful misconduct of a Workbox Party. Customer shall neither attempt nor knowingly allow others to gain unauthorized access to any computer systems or networks located at or serving the Premises or any content or data of Workbox, other Workbox customers or any other person.
- (iii) **Video Surveillance.** For security reasons, Workbox shall have the right, but not the obligation, to regularly record certain areas in the Premises via video.

SECTION 3. TERMINATION, CANCELLATION, AND CHANGES TO BOOKINGS

(a) **Termination by Workbox.**

- (i) **Breach or Non-Payment.** Workbox may withhold access to the Premises and/or Services or immediately terminate the Agreement, in its sole and absolute discretion: (A) if payment of any outstanding fees owed by Customer is not made within ten (10) days following the due date (or within 24 hours of a Booking being submitted, in the case of Booking Fees); or (B) if any Customer Party breaches the Agreement, fails to comply with the terms of service related to Workbox's shared internet connection, or materially violates any other rules, policies, codes of conduct, or instructions provided by Workbox or applicable to Customer, including the Workbox Premises House Rules attached to these Terms and Conditions as **Exhibit A** (collectively, "**Applicable Rules**"), and, if susceptible to cure, has not promptly remedied such breach, failure, or violation to Workbox's satisfaction.
- (ii) **Other Reasons.** Workbox may also withhold access to the Premises and/or Services or immediately terminate the Agreement, in its sole and absolute discretion, in connection with the termination, expiration, or material loss of Workbox's rights in such Premises for any reason.
- (iii) **Individual Suspension.** An individual Customer Party shall no longer be authorized to access the Premises or to receive Services upon Workbox's notice to Customer that such Customer Party breached the Agreement, failed to comply with the terms of service related to Workbox's shared internet connection, or materially violated any Applicable Rules and, if susceptible to cure, has not promptly remedied such breach, failure, or violation to Workbox's satisfaction and is no longer permitted to use the Services. In such case, the Agreement shall continue in full force and effect to the exclusion of the relevant Customer Party.

(b) **Cancellation by Customer.**

- (i) **Cancellation Procedures.** Day Pass Bookings may not be cancelled or refunded, except in the case of termination by Workbox under Section 3(a)(ii) or as provided in Section 2(a)(viii). Meeting Room Bookings may be cancelled but are subject to a Cancellation Fee in accordance with Section 3(b)(ii), except in the case of termination by Workbox under Section 3(a)(ii) or as provided in Section 2(a)(viii). Customer may submit a request to cancel a confirmed Meeting Room Booking by contacting Workbox staff at the Premises where the Booking was made in person, via email or by telephone using the contact information provided in the Booking Confirmation. Requests to cancel shall be made as

far in advance of the date of the Booking as is practicable, Workbox will send an email confirmation to Customer specifying the terms of cancellation, including the Cancellation Fee (if applicable), in accordance with Section 3(b)(ii).

- (ii) **Cancellation Fees.** If Customer cancels a Meeting Room Booking 24 hours or more prior to the scheduled Booking, Workbox will refund to Customer the full amount of any paid Booking Fee, without interest. If Customer cancels a Meeting Room Booking less than 24 hours prior to the scheduled Booking, Customer will incur a Cancellation Fee equal to 100% of the Booking Fee. Workbox will use its commercially reasonable efforts to process all refunds via the same method of payment used for the Booking Fee within thirty (30) days of the date of cancellation of the Booking.
- (c) **Changes to Bookings.** Day Passes may be rescheduled one time without penalty up to one (1) month from the original scheduled Booking. Meeting Room Bookings may be rescheduled one time without penalty up to three (3) months from the original scheduled Booking. Customer may submit a request to reschedule or change a confirmed Day Pass or Meeting Room Booking only by contacting the Workbox staff at the Premises where the Booking was made in person, via email or by telephone at the contact information provided in the Booking Confirmation. Requests to reschedule or change a confirmed Day Pass or Meeting Room Booking shall be made as far in advance of the date of the Booking as is practicable, but in no event later than the business day prior to the scheduled Booking. If the request can be accommodated, Workbox will notify Customer of any additional Booking Fees payable and other relevant information as a result of the rescheduling or change to such Booking. If Customer chooses to proceed with the request, a payment credit from the original confirmed Booking will be applied to the rescheduled or changed Booking, and Customer must pay in full any additional Booking Fees in accordance with Section 4 before the rescheduled or changed Booking will be confirmed. If Customer chooses not to proceed with the request, the original confirmed Booking shall remain in effect, unless, solely in the case of a Meeting Room Booking, Customer elects to cancel the Booking in accordance with the provisions of Section 3(b). Workbox shall have no obligation to consider more than one request to reschedule or change a confirmed Day Pass or Meeting Room Booking, and consideration of any subsequent requests will be in Workbox's sole discretion.
- (d) **Effect of Termination.** Upon the termination of the Agreement for any reason or expiration of the Term, Customer's right to access and use the Premises and any Services shall cease, and Workbox shall be immediately entitled to all amounts due and outstanding from Customer as of such termination. In addition to the foregoing, if Workbox terminates a Booking pursuant to Section 3(a)(i), Customer shall remain liable to Workbox for all Booking Fees and any other fees owed by Customer to Workbox through the Term. Such fees shall be due and payable immediately upon termination. Except as otherwise provided below, Workbox will not provide any refunds upon termination of the Agreement or suspension of any Customer Party's right to access the Premises and/or to receive Services, including with respect to amounts already paid. If the Agreement is terminated by Workbox pursuant to Section 3(a)(ii), Workbox shall refund to Customer any Booking Fees and other prepaid fees applicable to the post-termination period, without interest, within sixty (60) days following the effective date of the termination.
- (e) **Condition of Premises; Removal of Property.** Upon termination of the Agreement or expiration of the Term, Customer shall remove all property of any Customer Party from the workspace, Meeting Room, and the Premises, and leave such workspace, Meeting Room, and the Premises in good repair and in the same condition, normal wear and tear excepted, as when Customer first entered such workspace, Meeting Room, and/or the Premises. Workbox shall be entitled to remove and dispose of any Customer Party property remaining in the Premises after termination of the Agreement or expiration of the Term in any manner that Workbox chooses, without notice, compensation or reimbursement to any Customer Party or any other person, and shall have no obligation to store such property. For the avoidance of doubt, Workbox shall have no obligation to determine whether any such property contains sensitive or personally identifiable information and shall not in any event be liable therefor. Customer shall immediately reimburse Workbox for any costs or fees reasonably incurred by Workbox in connection with the handling, removal, disposal, or storage of such property, including any damages to the Premises or the Building caused thereby. Customer, for itself and on behalf of all other Customer Parties, hereby waives any claims or demands regarding the handling, removal, disposal or storage of such property and hereby agrees to indemnify the Workbox Parties in respect of any third-party claims related to such property.
- (f) **Survival.** Sections 3(d) and (e), 4 (to the extent any payments remain outstanding), 6(c), and 7 and all other provisions of these Terms and Conditions reasonably expected to survive termination of the Agreement or expiration of the Term shall do so.

SECTION 4. FEES AND PAYMENT

(a) **Fees.**

- (i) **Booking Fees.** Booking Fees payable for a Day Pass and/or Meeting Room shall be the prices set forth on the Website at the time of a Booking. Workbox reserves the right to change the Booking Fees from time to time in its sole discretion; *provided, however*, that any change in Booking Fees will not apply to Bookings submitted and paid in full prior to such change.
- (ii) **Other Fees.** Fees for additional Services that are based on usage and other non-recurring fees (including for damages caused to any Premises or Workbox property) will be charged to Customer in arrears and are due immediately upon being invoiced. Workbox may change the pricing for additional Services at any time in its sole discretion. Customer agrees to pay promptly all applicable sales, use, excise, value added, and other in connection with the Agreement.

(b) **Payment.**

- (i) **Form of Payment.** All Booking Fees and other fees must be paid in U.S. dollars by credit card (Stripe-Card) or ACH transfer (Stripe-ACH), unless Workbox provides advance written consent to a different payment method. Payments made by credit card may be subject to additional processing fees in Workbox's sole discretion. Payments made by any method other than Stripe-Card or Stripe-ACH will be subject to an administrative fee to cover expenses associated with the manual processing of Customer's account. Non-standard payment fees will be set forth in the rate sheet posted by Workbox or delivered to Customer and are subject to change at any time by Workbox in its sole discretion. All amounts paid under the Agreement by Customer are nonrefundable and noncancellable, except as expressly provided herein. Payments received by Workbox will be applied first to any past due balances (outstanding late fees and interest followed by principal), oldest to newest, then to any current fees due and owing.
- (ii) **Invoicing.** All variable fees, such as printing, 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 invoice shall not constitute a waiver of such fee or restrict Workbox from including it on any future invoice. Taxes, if

any, will be billed to Customer at the applicable local, state and federally mandated rates. Workbox will send all invoices by email to the individual who submitted the Booking.

- (iii) **Late Fees.** Any invoice not paid in full within five (5) days of the due date will be subject to a late payment fee equal to five percent (5%) of the amount due. In addition, if any attempted payment by a Customer is rejected due to insufficient funds or for any other reason, including initiating a dispute with the credit card company, Workbox may impose a fee equal to the greater of five percent (5%) of the amount due and \$100, unless Customer pays the invoice in full through an alternate payment method by the due date. In any case, any sum due from Customer 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. Customer agrees to pay any out-of-pocket costs incurred by Workbox if its account is referred to a collection agency for collection.

SECTION 5. CUSTOMER COVENANTS

- (a) **Applicable Rules.** Customer agrees to comply with these Terms and Conditions and all Applicable Rules. Rules, policies, and procedures specific to the Premises may be set forth in materials posted by Workbox or delivered to Customer and may be updated by Workbox from time to time in Workbox's sole discretion.
- (b) **Customer Parties.** All Customer Parties must be 18 years old to use the Services. Customer accepts full responsibility for the conduct of all Customer Parties, including any Customer Party's consumption of alcohol in the Premises (where permissible), and for ensuring that all Customer Parties comply with these Terms and Conditions and all Applicable Rules. In the event of any penalty or fine resulting from the violation of any Applicable Rules by any Customer Party, Customer shall be responsible for paying such penalty or fine.
- (c) **Workbox Employees and Other Customers.** Customer shall, and shall cause each other Customer Party to, be respectful of all Workbox employees and other customers and their guests. Workbox employees are not administrative support staff for any Customer Party, and no Customer Party shall abuse, mistreat, or harass any Workbox employee or request that any Workbox employee provide administrative support beyond the Services for such Customer Party. Customer acknowledges that the Services are not exclusive to Customer, and all Customer Parties shall conduct themselves in a businesslike manner, dress appropriately and keep noise at a respectful level at all times. No Customer Party shall, as determined by Workbox in its sole and absolute discretion: (A) conduct any activity in the Premises or the Building that is harmful, hazardous, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or sexually discriminatory; (B) disrupt, interfere with or obstruct the general business of any other Workbox customer; (C) canvass or solicit in an intrusive or obnoxious manner any other Workbox customer for business; (D) disrupt, interfere with, or obstruct any Services provided by Workbox to other customers; or (E) take, copy, or use any information or intellectual property belonging to other customers or their guests, including without limitation any confidential or proprietary information, personal names, likenesses, voices, logos, trademarks, service marks, designs, copyrights, trade secrets, marketing materials, or domain names.
- (d) **Damage to or Theft of Property.** Customer shall, and shall cause each other Customer Party to, be respectful of the Premises and the Building and all personal property not owned by Customer located therein. Customer shall be solely liable for any damage to or theft of such property caused by any Customer Party or any pet or other individual a Customer Party permits to enter the Premises.
- (e) **Animals.** Unless otherwise expressly permitted by Workbox or required by law, no Customer Party shall bring any animals into the Building or the Premises. For the 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.
- (f) **Prohibited Uses of the Premises.** Customer shall, and shall cause each other Customer Party to, use the Premises solely as general office space in the conduct of Customer's business and for no other purpose whatsoever. Without limiting the generality of the foregoing, no Customer Party shall use the Premises: (A) for any manufacturing business or in a retail, medical, or other capacity involving frequent visits by members of the public; (B) to manufacture, import, distribute, or sell any controlled substance, including liquor, narcotics, tobacco, and cannabis, or to obtain a license for such manufacture, importation, distribution or sale; (C) to conduct auctions or store significant amounts of currency or other valuable goods or commodities that are not commonly kept in commercial offices; (D) to conduct or pursue any illegal activities or Immoral Purposes (as defined below); or (E) as a residential, living, or sleeping space or for any other non-office use. "Immoral Purposes" means anything that harms a company or person financially, reputationally, emotionally, or physically or that prevents Workbox Parties or other Workbox customers from quiet enjoyment of the Premises.
- (g) **No Unapproved Items.** No Customer Party shall store any personal property in the Premises or other designated storage space approved by Workbox. Customer may not make any structural or nonstructural alterations or installations (including, but not limited to, furnishings, wall attachments, satellite antennas, cabling, cameras, glass frosting, or stickers) or store or operate any large machines or equipment or flammable items (including, but not limited to, heaters, stoves, coffee makers, vending machines, copiers, refrigerators, grills, candles, or scent machines) in the Premises, without Workbox's prior written consent, which Workbox may grant or deny in its sole discretion. The electrical current furnished by Workbox within the Premises shall be used for ordinary lighting, personal computers, and other equipment whose electrical energy consumption does not exceed normal office usage. No Customer Party shall bring into or store in the Premises any hazardous materials.
- (h) **Compliance with Laws.** Customer shall, and shall cause each other Customer Party to, conduct their respective operations in accordance with all applicable laws (including without limitation local anti-money laundering and anti-bribery and corruption laws). Customer shall be responsible for compliance with all applicable rules relating to worker protection and workplace regulations for its employees, and Workbox shall have no liability in this respect.
- (i) **No Malware or Spamming.** No Customer Party shall download or upload any files that such Customer Party knows or suspects to contain or that 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. Customer shall, and shall cause each other Customer Party to, 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 Workbox members or any other persons is strictly prohibited.
- (j) **No Smoking.** No Customer Party shall smoke or vape in any form anywhere in the Premises.

- (k) **No Weapons.** No Customer Party shall use, possess or store firearms, explosives, pocket knives, and other weapons that might be considered dangerous or that could cause harm anywhere in the Premises. Workbox reserves the right, in its sole discretion at any time and without notice, to search the Premises for the purposes of determining compliance with this policy and may immediately terminate the Agreement if any Customer Party violates this policy.
- (l) **Blocked Persons; Background Checks.** Customer represents and warrants at all times that no Customer 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. Workbox reserves the right, at its sole cost and expense, to conduct basic criminal and OFAC background checks on any Customer Party who will be granted access to the Premises, and Customer agrees to cooperate with, and provide such information to, Workbox as it may reasonably request in connection therewith.

SECTION 6. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- (a) **Workbox Intellectual Property.** No Customer Party may take, copy, or use for any purpose, without Workbox's prior written consent, which Workbox may grant or deny in its sole discretion: (i) Workbox's name, logo, trademarks, service marks, designs, copyrights, trade secrets, marketing materials, or domain names (collectively, "**Workbox IP**"); (ii) any derivations, modifications or similar versions of the Workbox IP; or (iii) any photos or illustrations of the Premises; *provided, however*, that Customer may use "Workbox" in plain text to accurately identify the address of the Premises. Customer hereby acknowledges that Workbox owns all rights, title and interest in and to the Workbox IP and that all usage and goodwill of the Workbox IP will inure exclusively to the benefit of Workbox. No Customer Party shall, directly or indirectly, interfere with or object to Workbox's ownership rights or use of the Workbox IP. If consent to use the Workbox IP is granted as set forth above, Workbox reserves the right to revoke such consent at any time in Workbox's sole and absolute discretion.
- (b) **Customer Intellectual Property.** Customer hereby grants Workbox a non-exclusive, non-transferable right to use Customer's name, logos and/or trademarks (collectively, "**Customer IP**") in the Premises and in connection with identifying Customer as a Workbox customer in marketing and investor materials. Except as provided above, Workbox may not use Customer IP for any other purpose without Customer's prior written consent. Customer represents and warrants that the Customer IP does not infringe upon the rights of any third party and that Customer has full authority to grant this right. Workbox hereby acknowledges that Customer owns all rights, title and interest in and to the Customer IP and that all usage and goodwill of the Customer IP will inure exclusively to the benefit of Customer.
- (c) **Confidentiality.** Each Party may receive or learn certain confidential information about the other Party, including without limitation information regarding its business operations, business and marketing plans, pricing, customers, employees, technology, finances, and methods (collectively, "**Confidential Information**"). Each Party shall, and shall cause its respective employees and representatives to, hold all Confidential Information of the other Party in strict confidence, take reasonable precautions to protect such Confidential Information and not disclose any such Confidential Information to any third party without the other Party's prior written consent. The Agreement constitutes Workbox's Confidential Information. Each Party acknowledges and agrees that any unauthorized disclosure or use of the other Party's Confidential Information may cause substantial harm to the other Party for which damages would not be a fully adequate remedy, and in the event thereof, the other Party shall have, in addition to any other available rights and remedies, the right to seek injunctive relief (without being required to post any bond or security). Additionally, Customer shall, and shall cause each other Customer Party to, hold all Confidential Information of Workbox's other customers in strict confidence and not disclose any such Confidential Information to any third party, unless expressly permitted by such other customer. No Customer Party shall issue a press release or make any public statement (including advertising or sales literature) disclosing the relationship of the Parties without Workbox's prior written consent.
- (d) **Promotional Marketing.** Customer acknowledges that promotional photography and/or video recording (a "**Promotion**") may occur in the Premises from time to time. Workbox will endeavor to provide Customer with reasonable advance notice of any such Promotion and use its commercially reasonable efforts to comply with any request by Customer that Workbox avoid capturing any Customer Party's name, likeness, image, voice, and/or appearance in the background of any such Promotion. Subject to the foregoing, however, by entering that portion of the Premises in which a Promotion is taking place, Customer, for itself and on behalf of all other Customer Parties, hereby: (i) consents to such Promotion and the release, publication, exhibition or reproduction of such Promotion in which they may appear for promotional marketing purposes by Workbox and its representatives and assigns; (ii) 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, and/or appearance of any Customer Party in such Promotion, including claims for invasion of privacy, right of publicity, misappropriation, misuse, and defamation; (iii) waives any right to inspect or approve the use of such Promotion; and (iv) acknowledges and agrees that the consent given herein is without compensation of any kind. Customer represents and warrants to Workbox that its Customer Parties will have been informed of and agreed to this consent, release, and waiver before they enter that portion of the Premises in which a Promotion is taking place.

SECTION 7. LIABILITY AND INDEMNIFICATION

- (a) **Insurance.** Customer is responsible for maintaining, at its own expense and at all times during the Term, insurance in form and amount appropriate for the size and nature of its business, including without limitation: (i) property and casualty insurance covering all personal property of the Customer Parties in the Premises; (ii) commercial general liability insurance covering the Customer Parties for personal injury, bodily injury and property damage; (iii) workers' compensation insurance providing statutory benefits in accordance with applicable state law; and (iv) employer's liability insurance in an amount appropriate to its business. Customer shall provide proof of insurance upon request.
- (b) **Waiver of Claims.** To the extent permitted by law and except to the extent caused by the gross negligence or willful misconduct of the Workbox Parties or the Landlord, Customer, for itself and on behalf of all other Customer Parties, hereby waives any and all claims and rights against the Workbox Parties and the Landlord arising out of or resulting from: (i) any damage to, or destruction, theft or loss of, any property (whether tangible or intangible) in the Premises or the Building; (ii) any injury to any person or pet occurring in or at the Premises or the Building; (iii) the wrongful access or use of any data or information; (iv) any loss of use or interruption of Customer's business or any loss or stoppage of any Services; and (v) services provided to or received by a Customer Party by another Workbox customer, a third party service provider, or any other strategic party or vendor used by a Customer Party.

- (c) **Disclaimer of Warranties.** WORKBOX MAKES NO REPRESENTATION AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE WORKSPACE, MEETING ROOM, THE PREMISES, AND THE SERVICES.
- (d) **Other Customers.** Workbox does not control and is not responsible for the actions of individuals (other than the Workbox Parties) that any Customer Party encounters in the Premises or the Building or through the use of the Services, including without limitation other Workbox customers and their guests. Workbox does not endorse, support, or verify the facts, opinions, or recommendations of its customers. If a dispute arises between customers, Workbox has no responsibility or obligation to participate in or mediate any such dispute.
- (e) **Limitation of Liability.** No Workbox Party shall be liable to any Customer Party under any cause of action for any indirect, special, incidental, consequential, reliance, or punitive damages, including loss of profits or business interruption, arising out of the Agreement, even if Workbox has been advised of such damages. Except in the case of the gross negligence or willful misconduct of the Workbox Parties, the aggregate monetary liability of the Workbox Parties to all Customer Parties for any reason and for all causes of action shall be limited to direct and actual damages incurred not to exceed the total fees paid by Customer to Workbox under the Agreement during the twelve (12) months prior to the date such cause of action against Workbox accrued. To the extent permitted by law, no Customer Party may commence any action, suit, or proceeding against any Workbox Party, whether in contract, tort, breach of statutory duty, or other legal or equitable theory, unless the action, suit, or proceeding is commenced within one (1) year of the cause of action's accrual.
- (f) **Indemnification.** To the extent permitted by law, Customer shall indemnify, defend, and hold harmless the Workbox Parties from and against any and all third-party claims, actions, suits, proceedings, damages, liabilities, and expenses incurred by the Workbox Parties (including reasonable attorneys' fees and expenses) arising out of or resulting from any breach or alleged breach of the Agreement by any Customer Party or the actions or omissions of any Customer Party or any pet or other individual a Customer Party permits to enter the Premises, except to the extent a claim results from the gross negligence or willful misconduct of the Workbox Parties. For any claim of indemnification hereunder, (i) Workbox shall give prompt written notice to Customer, (ii) Workbox shall have sole control and authority to defend such claim, action, suit or proceeding or to require that Customer assume the defense thereof at Customer's expense upon written notice from Workbox, (iii) Customer shall not make any admission of liability or compromise in relation to the claim without Workbox's prior written consent, and (iv) Workbox shall not be liable for any obligations arising out a settlement made without its prior written consent.

SECTION 8. MISCELLANEOUS

- (a) **Entire Agreement.** The Agreement, including these Terms and Conditions, constitutes the entire agreement of the Parties and supersedes all prior agreements and understandings, whether written or oral, between the Parties regarding the matters addressed therein.
- (b) **Time of the Essence.** Time is of the essence with respect to all of Customer's obligations under the Agreement in which time is a factor.
- (c) **Severability.** If any provision of the Agreement is held invalid, illegal or unenforceable by any arbitrator or court of competent jurisdiction, (i) the validity, legality and enforceability of the remaining provisions of the Agreement shall 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) **Headings; Interpretation.** The headings in these Terms and Conditions are for convenience only and are not to be used to interpret or construe any provision hereof. Any use of "include," "including," or "such as" in these Terms and Conditions shall be read as being followed by "without limitation" where appropriate.
- (e) **No Waiver.** No Party shall be deemed by any act or omission to have waived any of its rights, power or privileges under the Agreement unless such waiver is in writing and signed by the waiving Party. A Party's waiver of any term or condition of the Agreement shall not be considered a waiver of any other term or condition nor shall it preclude such Party's exercise of any other right, power or privilege.
- (f) **Independent Parties.** The Parties shall each be deemed independent contractors in the performance of their respective obligations under the Agreement, and the Agreement shall not be deemed to create any employment, franchise, fiduciary, joint employer, or agency relationship, joint venture, or partnership between the Parties. Each Party shall conduct its business at its own initiative and expense and assumes full responsibility for the acts and omissions of, and retains the right to exercise full control of and supervision over, its own employees acting in the course and scope of employment.
- (g) **Subordination.** Notwithstanding anything herein to the contrary, the Agreement shall at all times be subject and subordinate to any lease, management, or other agreement between Workbox and the Landlord relating to the Premises (any such agreement, a "Landlord Agreement"), and to any other agreements to which the Landlord Agreement is subject or subordinate. Customer acknowledges that the Customer Parties have no rights under any Landlord Agreement.
- (h) **Updates to Terms and Conditions.** Workbox may from time to time update these Terms and Conditions or the Applicable Rules and will provide thirty (30) days' notice of such updates by email. Customer's continued use of the Premises and/or the Services will constitute acceptance of such updates.
- (i) **No Assignment or Sublicense.** Except in connection with a merger, consolidation, acquisition, or sale of all or substantially all of the shares or assets of Customer or its parent company, Customer may not sell, lease, license, distribute, or grant any interest in the the Premises or the Services nor assign or otherwise transfer, sublicense or delegate any of Customer's rights or obligations under the Agreement (including by operation of law) without Workbox's prior written consent. Any attempted transfer in violation of this [Section 8\(i\)](#) shall be void and without effect. Workbox may assign the Agreement without notice to or consent of Customer. 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 transfer by Workbox, all of Workbox's rights, obligations and interests under the Agreement will inure to the benefit of, and be binding upon, Workbox's successors and assigns.
- (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 provisions thereof. Any dispute between the Parties relating to the Agreement that cannot be resolved amicably by mutual agreement shall be finally settled by confidential and binding arbitration in Chicago, Illinois in accordance with the arbitration rules of JAMS then in force by one or more arbitrators

appointed in accordance with said rules. In any action, suit or proceeding between Workbox and Customer, 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 reasonable attorneys' fees and expenses.

- (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 Holdings, Inc.
220 N. Green Street
Chicago, Illinois 60607
Email: notices@workboxcompany.com (with a copy to the applicable Premises location email address)

If to Customer: To the physical or email address provided by Customer upon submission of the Booking

Delivery of notices (other than notices by email) shall be deemed effective as of the date of confirmed delivery or refusal of receipt. Delivery of notices by email shall be deemed effective upon transmission. Either Party may update its physical and/or email address from time to time upon written notice to the other Party in accordance with this [Section 8\(k\)](#). Customer shall promptly notify Workbox of any changes in its contact information (including phone number).

- (l) **Class Action Waiver.** Any proceeding to resolve any dispute relating to or arising under the Agreement in any forum shall be conducted solely on an individual basis. Neither Party shall assert any claim or counterclaim against the other in arbitration or litigation on a class or consolidated basis, nor shall either Party pursue or participate in any claim against the other in a representative or private attorney general capacity. No proceeding shall be combined with any other proceeding 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 Customer from pursuing, participating in, or being represented in any class, consolidated or representative action regarding any claim against the other.
- (m) **Jury Trial Waiver.** To the fullest extent permitted by law, each Party (i) hereby waives trial by jury in any action, proceeding or counterclaim brought by either Party against the other relating to or arising under the Agreement and (ii) agrees not to seek a jury trial in any such action, proceeding or counterclaim or 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 or whose liability is specifically limited hereunder, the Parties do not intend to confer any right or remedy under the Agreement to any third party.
- (o) **Force Majeure.** Workbox shall not be liable for, or considered in default or breach of the Agreement on account of, any delay or failure to perform its obligations under the Agreement due to circumstances beyond Workbox's reasonable control, including without limitation acts of God, labor strikes, supply shortages, government orders, conditions under the control of Landlord, and public health emergencies ("**Force Majeure**"), and that Workbox is unable to overcome by the exercise of reasonable diligence, *provided* that Workbox uses commercially reasonable efforts to promptly resume normal performance.

EXHIBIT A
WORKBOX PREMISES HOUSE RULES

The Premises are a shared community and coworking space. All Customer Parties and their guests must adhere to the following house rules to maintain a positive and productive environment for everyone:

- The common areas are available for the use and enjoyment of all customers and their guests (unless otherwise instructed by Workbox).
- Customer Parties and their guests are responsible for their personal property while using the Premises. Workbox is not responsible for any lost or stolen items or any items left behind after leaving the Premises.
- Customer Parties and their guests must conduct themselves in a respectful manner toward all individuals within the community, including Workbox staff, members and their employees, and visitors, and shall not perform any activity that is reasonably likely to disrupt, interfere with, or threaten the safety of any person.
- Customer Parties should avoid allowing others to access restricted areas without using their keys or access control cards/tags and encourage any unknown persons who obtain access to the Premises without using their keys or access control cards/tags or accompanying another customer to check in with Workbox staff.
- Customer Parties and their guests are expected to help maintain a safe and productive environment by keeping the office space and common areas tidy and free of clutter or debris and promptly reporting any spills or damage. Used mugs, glasses, dishes, and utensils should be placed in dishwashers (not in the sink), and trash should be placed in the appropriate bins at all times.
- Use of any Workbox space to conduct any illegal or offensive activities is strictly prohibited, and no weapons of any kind or other offensive, dangerous, hazardous, inflammable, or explosive materials may be brought into the Premise.
- Meeting rooms must be booked through the Workbox Member Portal, website, or Workbox staff in advance. Meetings must not exceed their allotted time limits to ensure smooth transitions for the next users, and rooms should be kept tidy and cleared of all personal belongings at the end. Customer Parties and their guests may not remove any dedicated conference room equipment or supplies.
- No Customer Party or guest under the legal age for consuming alcohol shall be permitted to consume alcohol in the Premises. Customer Parties or guests who are of legal drinking age who choose to consume alcohol in the Premises must do so responsibly.
- Customer Parties are responsible for their guests while such guests are in the Premises.
- Customer Parties and their guests using the Workbox wireless internet must keep their computers, tablets, mobile devices, and other electronic equipment (a) up-to-date with the latest software updates provided by such software vendor and (b) clean of any malware, viruses, spyware, worms, Trojans, or other programs designed to perform malicious, hostile, and/or intrusive operations. Workbox reserves the right to remove any device from the network that poses a threat to the network or users until the threat is eliminated.
- No equipment that has a higher heat output or electrical consumption than in a typical office environment or that places excessive strain on electrical, IT, HVAC, or structural systems may be operated in the Premises without Workbox's prior approval.
- Community boards in the Premises are intended only for Workbox announcements and member business cards. Customer Parties may not post or display any signs in the common areas of the Premises without Workbox's prior approval.