

WORKBOX MEMBERSHIP TERMS AND CONDITIONS

These Workbox Membership Terms and Conditions ("**Terms and Conditions**") describe your rights and obligations in connection with your Workbox membership (Private Office, Desk, Floating, and/or Workpass) and the services provided as part of, or that are incidental or related to, such Workbox membership. By accessing the Premises (as defined below) and using the Services (as defined below), you agree that you, and any individuals you authorize to use your Workbox membership, shall abide by and be bound by these Terms and Conditions. These Terms and Conditions are incorporated by reference into and expressly made part of the Agreement (as defined below).

For purposes hereof: (i) references to the "**Agreement**" mean the applicable license or online membership agreement entered into between you, as licensee, and Workbox, as licensor, together with these Terms and Conditions; (ii) references to "**Member**," "**you**," "**your**" and similar words mean the individual or entity identified as "MEMBER" in the Agreement or receiving the Services; (iii) references to "**Workbox**" mean the Workbox entity identified in the Agreement or providing the Services, together with its affiliated entities; (iv) Member and Workbox are referred to individually as a "**Party**" and collectively as the "**Parties**;" and (v) capitalized terms used but not defined herein shall have the meaning provided to them in the applicable license or online membership agreement between you and Workbox.

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 (A) permit Member to access and use (1) FOR PRIVATE OFFICE AND DESK MEMBERSHIPS ONLY: the Private Office(s) and/or Desk(s) specified in the Agreement, if any (the "**Office Space**"), located in the building, or portion thereof, owned, leased, managed, operated, or otherwise controlled by Workbox at the address specified in the Agreement (the "**Home Location**") and the furnishings for such Office Space specified in the addendum to the Agreement (the "**Addendum**"), (2) FOR FLOATING MEMBERSHIPS ONLY: non-exclusive workspaces in the common areas of the Home Location made available to all Workbox members, and (3) subject to availability and prior reservation, non-exclusive workspaces in the common areas of all premises (other than the Home Location, if applicable) owned, leased, managed, operated, or otherwise controlled by Workbox in which Workbox offers co-working services ("**Other Workbox Locations**" and together with the Home Location, the "**Premises**") and (B) use commercially reasonable efforts to permit Member to access and use, subject to availability and prior reservation, non-exclusive workspaces in the common areas of non-Workbox premises operated by independent third-parties ("**Third-Party Partners**") offering access to Workbox members in which such Third-Party Partners provide co-working services ("**Third-Party Partner Locations**"). Member acknowledges and agrees that (x) such access to non-exclusive workspaces in common areas, whether in the Premises or Third-Party Partner Locations, does not entitle Member to dedicated space 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 (y) Member shall not be entitled to any refunds, credits, abatement, termination rights, or other rights or remedies in the event that any such non-exclusive workspace is not available to Member at a specific location or on a specific date desired by Member.
- (ii) **Nature of Agreement; Relationship of Parties.** The Agreement is a revocable license to access and use the Office Space and the Premises and to receive certain services from Workbox upon these Terms and Conditions. As such, the relationship between Workbox and Member is that of a licensor (Workbox) and licensee (Member) only. MEMBER AND WORKBOX AGREE THAT THIS RELATIONSHIP IS NOT THAT OF LANDLORD-TENANT OR LESSOR-LESSEE, AND THE AGREEMENT SHALL IN NO WAY BE CONSTRUED TO GRANT MEMBER ANY TITLE, EASEMENT, LIEN, POSSESSION, OR RELATED RIGHT IN OR TO WORKBOX'S BUSINESS, THE OFFICE SPACE, THE PREMISES, OR ANYTHING CONTAINED IN OR ON THE OFFICE SPACE OR THE PREMISES NOT OWNED BY MEMBER, NOR SHALL IT 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, and certain services may be available only during regular business hours, excluding holidays and other closures. FOR PRIVATE OFFICE, DESK AND FLOATING MEMBERSHIPS ONLY: Notwithstanding the foregoing, Workbox shall use commercially reasonable efforts to provide 24/7 access to the Home Location (including electricity, phone, and internet services) using the keys and/or access control cards/tags issued to Member, subject to compliance with all security measures implemented by the landlord or owner ("**Landlord**") of the building in which the Home Location is located (together with the buildings in which the other Premises are located, the "**Building**").
- (iv) **Maintenance; No Alterations/Installations.** Member shall maintain the Office Space, including all furniture, fixtures and equipment of Workbox located therein, in good repair (normal wear and tear excepted) and take good care of the portions of the Premises and the Building that Member is permitted to access and use under the Agreement. Member is responsible for the actions of, and any damage to the Office Space, the Premises, and/or the Building (normal wear and tear excepted) caused by, Member, its affiliates, and its and their respective employees, agents, guests and invitees, and any individuals Member authorizes to use its Workbox membership (such affiliates and other persons, together with Member, "**Member Parties**"), or any pet or other individual a Member Party permits to enter the Premises. Member 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 Office Space, the Premises, the Building, or any furniture, fixtures, equipment, and other personal property of Workbox located therein without Workbox's prior written approval, and if approved, only Workbox may perform, or direct the performance of, such alteration, installation, or removal. Member may not add, change, or alter any locks, bolts, or surveillance or other security devices in the Office Space or the Premises. In the event that alterations or

installations are made, Member is responsible for the full cost and expense of the alteration or installation and, upon termination or expiration of the Agreement, the removal of such items and the restoration necessitated by such removal.

(v) **Keys and Access Control Cards/Tags.** FOR PRIVATE OFFICE, DESK, AND FLOATING MEMBERSHIPS ONLY: Workbox shall provide Member with entry access to the Office Space, the Premises, and the Building, including a reasonable quantity of required keys and access control cards/tags based on the number of included memberships, subject to compliance with all security measures implemented by Landlord and payment of all applicable setup fees. Member shall be responsible for all keys and access control cards/tags issued to Member Parties and shall notify Workbox immediately of any damage thereto or loss thereof (including by theft of otherwise) and pay for a replacement. For security purposes, Member is responsible for maintaining and providing Workbox with accurate and up-to-date contact information (including email address) for all Member Parties who are granted security access to the Office Space and the Premises, and only those individuals listed are entitled to receive the services described in the Agreement. To the extent permitted by law, each Member Party shall be required to provide valid government issued identification in order to be issued a key and/or access control card/tag. Member shall immediately return to Workbox (A) all keys and access control cards/tags held by any Member Party who is no longer associated with Member upon such disassociation and (B) all keys and access control cards/tags held by all Member Parties upon termination or expiration of the Agreement.

(vi) **Workbox Access to Office Space.** FOR PRIVATE OFFICE AND DESK MEMBERSHIPS ONLY: Workbox shall 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 may access the Office Space at any time, upon reasonable advance notice to Member (except in case of an emergency, as determined by Workbox in its sole discretion, and for routine janitorial or similar services), in connection with the provision of services under the Agreement and for maintenance, safety and other purposes. In addition, Workbox may temporarily move and/or replace furniture, fixtures, equipment, and other personal property of Workbox located in the Office Space, in Workbox's sole discretion. Workbox agrees that it will not grant other Workbox members or guests access to the Office Space.

(vii) **Relocation.** FOR PRIVATE OFFICE AND DESK MEMBERSHIPS ONLY: Workbox reserves the right to relocate Member or change the size or configuration of the Office Space at any time in Workbox's sole discretion upon not less than 30 days advance notice to Member (except in case of an emergency or temporary relocation); *provided, however*, that, (A) that no such relocation or change may reduce the capacity of the Office Space, move the Office Space to another Premises, or result in an increase of the monthly License Fee (as defined below) without Member's written consent and (B) in the case of a reduction in size, the applicable License Fee (as defined below) shall be proportionately reduced. Member may request an upgrade from the Office Space at any time (i.e., transfer to an office space with higher capacity), and Workbox shall use commercially reasonable efforts to accommodate such request. If an upgrade is available, Member shall pay any incremental Service Retainer (as defined below) required by Workbox before such upgrade shall take effect, and Member shall be liable for the higher monthly License Fees attributable to the upgraded office space for the remainder of the Term.

(b) **Services.**

(i) **Services Generally.** 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 provide Member with the following services (collectively, the "**Services**") in the Premises:

- **Internet** – Access to and use of the shared internet connection available to all Workbox members in the Premises. Ordinary course usage shall be provided to Member 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. Member 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. Wi-Fi shall be provided to all members as the standard method of internet access, but Member may request activation of a wired ethernet connection for which Workbox may charge an additional fee as set forth in the [Workbox Rate Sheet](#).
- **Printers** – Access to and use of the printers, copiers, and/or scanners available to all Workbox members in the Premises, in each case subject to availability and payment of any applicable fees. Ordinary course usage shall be provided to Member at no cost, but Workbox reserves the right, in its sole discretion, to charge a fee for any printer use that exceeds 200 pages in any calendar month, payable in accordance with [Section 3\(a\)\(iii\)](#). Fees for excessive printing are set forth in the [Workbox Rate Sheet](#) and subject to change at any time by Workbox in its sole discretion.
- **Mail** – FOR PRIVATE OFFICE, DESK, AND FLOATING (WITH MAILBOX ADD-ON) MEMBERSHIPS ONLY: Acceptance of non-registered mail and small package deliveries in connection with regular office use on behalf of Member at the Home Location during regular business hours. Member may use the Home Location address as its registered business address (subject to completing any required postal forms), but Member acknowledges and agrees that Workbox is not responsible for any items received at the Building or the Home Location on behalf of Member without a Workbox employee signature indicating acceptance. If Member expects a special delivery or package, Member shall provide Workbox with reasonable advance notice and instructions regarding such delivery. Within thirty (30) days following termination or expiration of the Agreement, Member shall complete the deregistration of such address with the relevant local authorities.
- **Meeting Rooms** – Access to and use of meeting rooms at the Premises, in each case subject to availability, prior reservation on the Workbox Member Portal, and payment of any applicable fees in excess of available credits. Fees for meeting room use (including after available credits are exceeded) are set forth in the Workbox Member Portal and subject to change at any time by Workbox in its sole discretion. FOR PRIVATE OFFICE AND DESK MEMBERSHIPS ONLY: Member is entitled to the total

number of credits per calendar month for meeting room use in the Premises specified in the Agreement, regardless of the number of Office Spaces licensed by Member. Unused credits expire at the end of each month and do not roll over to the next month.

- **Office Space Utilities and Maintenance** – FOR PRIVATE OFFICE AND DESK MEMBERSHIPS ONLY: Electricity for reasonable office use in the Office Space, heating, ventilation and air conditioning (HVAC) in the Office Space (subject to Building requirements) during regular business hours, and regular maintenance of the Office Space, including cleaning. If Member's requirements for electricity exceed normal office usage or if Member requests HVAC service outside of regular business hours, Workbox may provide such services, in its sole discretion, and charge Member an additional fee for such usage.
- **Common Areas** – Use of the common areas, kitchens, restrooms, and beverages made available to all Workbox members in the Premises.
- **Workbox Member Portal** – Access to and use of the Workbox Member Portal available to all members.
- **Events and Other Benefits** – Opportunity to participate in Workbox community and networking events and access to Workbox members-only benefits and promotions.

With the exception of shared internet connection and printers, Workbox may add, discontinue, or change Services at any time in Workbox's sole discretion, with or without prior notice to Member.

- (ii) **Third-Party Partner Locations.** During the term of the Agreement, Member shall have access to and use of a daily desk in the common areas of Third-Party Partner Locations, in each case subject to availability, prior reservation on the Workbox Member Portal, and payment of any applicable fees in excess of available passes. Services at a Third-Party Partner Location will be available only during regular business hours specified for such Third-Party Partner Location and may vary from the Services provided by Workbox in the Premises. Member will receive check-in information and instructions after booking access to a Third-Party Partner Location on the Workbox Member Portal. By booking access to a Third-Party Partner Location on the Workbox Member Portal, Member, for itself and on behalf of all other Member Parties, agrees to be bound by the [Third-Party Partner Location Terms](#), which are incorporated by reference into and expressly made part of these Terms and Conditions, and any other rules, policies, and procedures specific to such Third-Party Partner Location (including any posted or published terms, conditions, and member guidelines). FOR PRIVATE OFFICE AND DESK MEMBERSHIPS ONLY: Member is entitled to a total number of passes per calendar month for access to and use of Third-Party Partner Locations specified in the Agreement and/or Member's account profile, regardless of the number of Office Spaces or desks licensed by Member. FOR FLOATING AND WORKPASS MEMBERSHIPS ONLY: Member is entitled to the number of passes per calendar month for access to and use of any Premises or Third-Party Partner Locations specified in the Agreement and/or Member's account profile. In all cases, unused passes expire at the end of each month and do not roll over to the next month.
- (iii) **Third-Party Providers.** Member 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. Member further acknowledges and agrees that the Services do not include, and Workbox is not liable for, the provision of additional services by third parties that Member elects to purchase or use in connection with the Agreement (such as VoIP phone or a dedicated internet connection) pursuant to a separate agreement between Member and the applicable third party or otherwise, even if such services or fees appear on a Workbox invoice. Member may not procure any such additional services for its own use without Workbox's prior written consent, and Member agrees to 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.
- (iv) **Software; Use of Platforms and Portals.** In order to be able to receive certain Services (such as shared internet connection and printing), Member may be required to install on Member's computers or other devices certain drivers or other 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 third-party Software (even if provided by or through Workbox), and, as a condition to the installation or use of the Software, Member, for itself and on behalf of all other Member 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 Member Parties. Additionally, during the Term, Member Parties may have access to certain platforms, apps, or portals as part of the Services. To the extent such platforms, apps, or portals have their own terms of use, such terms shall govern use of the applicable system, and for those without terms of use, such platforms, apps, and portals shall be provided without any representations or warranties by Workbox.

(c) **Security.**

- (i) **Premises and Office Space.** Member shall, and shall cause each other Member Party to, use its reasonable efforts to safeguard the Premises, the Office Space, and Workbox's personal property located therein, and Member shall be liable for any loss, injury, liability, damage, or theft thereto arising from or as a result of any Member Party's acts or omissions. Member is responsible for the safety and security of its personal property brought into the Office Space, the Premises, and the Building, and Workbox shall not be liable to any Member 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 Office Space and 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. Member acknowledges and agrees that all keys, access control cards/tags, and similar 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. No Member Party shall be permitted to enter any other private office or desk space in the Premises without Workbox's or the applicable other member's express consent. No Member Party shall 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 immediate termination of the Agreement. Member shall be responsible for the acts or omissions of all individuals and pets that any Member Party allows or invites to enter the Office Space, the Premises, or the Building.

- (ii) **Computer Network.** Member is responsible for maintaining all necessary security and control of user names, passwords, and 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, and Workbox shall not be liable to any Member 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. Member is also responsible for storing, maintaining, and securing (solely within the Office Space unless otherwise approved in advance by Workbox) all equipment that Member chooses to connect to Workbox's computer systems or networks. Member 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 members 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, *provided* that such areas do not include the Office Space (except for portions of the periphery of the Office Space that may be incidentally captured by the recordings).

SECTION 2. TERM AND TERMINATION

(a) **Term.**

- (i) **Initial Term.** FOR PRIVATE OFFICE AND DESK MEMBERSHIPS ONLY: The Agreement is effective and binding as of its date and shall remain in full force and effect through the "End Date" specified therein (subject to earlier termination by Workbox in accordance with [Section 2\(b\)](#)) (the "**License End Date**"), *provided* that Workbox has no obligation to make the Office Space available or to provide the Services to Member until the later of (A) the date on which the Initial Payment (as defined below) has been received by Workbox and (B) the "Start Date" specified in the Agreement (the "**License Start Date**"). If, however, Workbox is unable to make the Office Space available to Member on the "Start Date" specified in the Agreement, the term "**License Start Date**" shall mean the later of (A) the date on which the Initial Payment has been received by Workbox and (B) the date Workbox makes the Office Space available to Member. If the License Start Date does not occur within thirty (30) days of the "Start Date" specified in the Agreement for reasons other than Member's failure to pay the Initial Payment or circumstances beyond Workbox's reasonable control, Member may terminate the Agreement without liability to Workbox. The period commencing on the License Start Date and ending on the License End Date is referred to herein as the "**Initial License Term**," and the Initial License Term, together with any renewal terms, is referred to herein as the "**License Term**." FOR FLOATING AND WORKPASS MEMBERSHIPS ONLY: The Agreement is effective and binding as of the date Member's online membership enrollment is completed (and approved, if applicable) and shall remain in full force and effect until expiration in accordance with [Section 2\(a\)\(v\)](#); *provided* that Workbox has no obligation to provide the Services to Member until the "Start Date" specified in the Agreement (the "**Membership Start Date**"). The period commencing on the Membership Start Date and ending on the expiration date is referred to herein as the "**Membership Term**."

For purposes of these Terms and Conditions, "**Term**" shall refer to the License Term or the Membership Term, as the case may be.

- (ii) **Move In/Move Out.** Workbox shall begin providing Services on the License Start Date or Membership Start Date, as applicable. FOR PRIVATE OFFICE AND DESK MEMBERSHIPS ONLY: Member shall be permitted to move into the Office Space on the License Start Date (if a regular business day) or the first regular business day thereafter, during regular business hours for the Home Location. Notwithstanding the foregoing, occupancy of or access to the Office Space by Member prior to the License Start Date, if permitted by Workbox in its sole discretion, shall be subject to all of the provisions of the Agreement, excepting only those requiring payment of the monthly License Fee. At the end of the Term, Member must move out no later than the last regular business day of the month in which the Term ends, during regular business hours for the Home Location.
- (iii) **NO TERMINATION BY MEMBER DURING TERM.** Prior to the last day of the Term, the Agreement may not be terminated by Member in whole or in part, including that Member may not terminate individual office space(s) within the Office Space or downgrade the Office Space (i.e., transfer to an office space with lower capacity). Any such purported termination by Member shall not be effective and shall constitute a breach of the Agreement by Member. In the event that Workbox terminates the Agreement on the basis of such purported termination and breach by Member, the parties agree that the damages to Workbox would be difficult or impossible to ascertain, and that the only way to truly compensate Workbox for such loss would be for Member to pay Workbox the Termination Fee (as defined below) in accordance with [Section 2\(c\)](#).
- (iv) **Renewal Term(s).** FOR PRIVATE OFFICE AND DESK MEMBERSHIPS ONLY: Upon expiration of the Initial License Term (and each renewal term thereafter), the Agreement shall automatically renew for a successive term equal in duration to the then-current Term, on the same terms and conditions as the then-current Term, but at the Renewal Rate (as defined below), unless Member delivers a Non-Renewal Notice (as defined below) to Workbox by the Non-Renewal Cut Off Date (as defined below) in accordance with [Section 2\(a\)\(v\)](#). The "**Renewal Rate**" will be the greater of (A) the then-current monthly License Fee for the Office Space or (B) the then-current market-based pricing for the Office Space, as determined by Workbox in its sole discretion and communicated to Member in

writing at least twenty (20) days prior to the Non-Renewal Cut Off Date (as defined below). FOR FLOATING AND WORKPASS MEMBERSHIPS ONLY: The Agreement shall automatically renew on the first day of each calendar month on a month-to-month basis on the same terms and conditions, unless Member delivers a Non-Renewal Notice to Workbox by the Non-Renewal Cut Off Date in accordance with [Section 2\(a\)\(v\)](#). Notwithstanding the foregoing, Workbox may change the monthly License Fee at any time in its sole discretion upon not less than sixty (60) days' prior written notice to Member.

- (v) **NOTICE OF NON-RENEWAL**. The Agreement shall automatically renew in accordance with [Section 2\(a\)\(iv\)](#) unless Member delivers to Workbox written notice of non-renewal (a "**Non-Renewal Notice**"): (A) FOR PRIVATE OFFICE AND DESK MEMBERSHIPS ONLY: not less than two (2) calendar months prior to the end of the then-current Term, which notice shall be given via the email address provided in [Section 7\(k\)](#); or (B) FOR FLOATING AND WORKPASS MEMBERSHIPS ONLY: not less than one (1) calendar month prior to the end of the then-current Term, which notice shall be given by requesting cancellation via the Workbox Member Portal (each date specified in clauses (A) and (B), a "**Non-Renewal Cut Off Date**"). Upon delivery of an effective Non-Renewal Notice, the License Fee shall cease to accrue, and the Agreement shall expire, on the last day of the then-current Term.

(b) **Termination or Suspension by Workbox.**

- (i) **Breach or Non-Payment**. Workbox may withhold Services and/or access to the Office Space, the Premises, and Third-Party Partner Locations or immediately terminate the Agreement, in its sole and absolute discretion: (A) upon material, non-monetary breach of the Agreement by any Member Party which has not been remedied within ten (10) days of receipt of notice from Workbox of such breach; (B) if payment of any accrued and outstanding fees (plus any late fees and finance charges, as applicable) is not made within ten (10) days after the due date (*provided that* Workbox has notified Member of such delinquency); or (C) if any Member Party fails to comply with the terms of service related to Workbox's shared internet connection or Member Portal or materially violates any other rules, policies, codes of conduct, or instructions provided by Workbox or applicable to Member, including the [Workbox Premises House Rules](#), which are incorporated by reference into and expressly made part of these Terms and Conditions, and the Third-Party Partner Location Terms (collectively, the "**Applicable Rules**"), and, if susceptible to cure, has not promptly remedied such failure or violation to Workbox's satisfaction.
- (ii) **Other Reasons**. Workbox may also (A) withhold Services and/or access to the Office Space and Premises 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; (B) withhold access to any Third-Party Partner Location in connection with the termination, expiration, or material loss of the applicable Third-Party Partner's rights in such Third-Party Partner Location for any reason, in the event such Third-Party Partner ceases offering access to such Third-Party Partner Location to Workbox members, or if Workbox discontinues the Workpass membership program in whole or in part; or (C) FOR WORKPASS MEMBERSHIPS ONLY: terminate the Agreement with thirty (30) days' prior notice if Workbox discontinues the Workpass membership program in whole or in part, in its sole and absolute discretion. In the case of clause (A), Workbox shall use commercially reasonable efforts to negotiate with Landlord to permit Member to continue to use the Office Space for the remainder of the then-current term or may alternatively offer to relocate Member to another Premises.
- (iii) **Individual Suspension**. An individual Member Party shall no longer be authorized to access the Office Space, the Premises, and Third-Party Partner Locations or to receive Services upon the earlier of: (A) the termination or expiration of the Agreement; (B) Member's removal of such Member Party from the contact list provided to Workbox; or (C) Workbox's notice to Member that such Member Party failed to comply with the terms of service related to Workbox's shared internet connection or Member Portal or materially violated any Applicable Rules and has not remedied such failure or violation to Workbox's satisfaction and is no longer permitted to use the Services. In the case of clauses (A), (B) and (C), the Agreement shall continue in full force and effect to the exclusion of the relevant Member Party.

- (c) **Effect of Termination; Termination Fee**. Upon the termination or expiration of the Agreement for any reason, Member's right to access the Office Space, the Premises, and Third-Party Partner Locations and to receive Services shall cease, and Workbox shall be immediately entitled to all amounts due and outstanding from Member as of the effective date of such termination or expiration (regardless of the date Member vacates the Office Space). In addition to the foregoing, if Workbox terminates the Agreement pursuant to [Section 2\(b\)\(i\)](#), Member shall remain liable to Workbox for (i) all License Fees and any other payment obligations due by Member to Workbox for the remainder of the Term, and (ii) FOR PRIVATE OFFICE AND DESK MEMBERSHIPS ONLY: the full amount of any fees paid by Workbox to a third-party broker in connection with the Agreement (collectively, the "**Termination Fee**"). The Termination Fee shall be due and payable within thirty (30) days following the effective date of the termination. The parties agree that the Termination Fee shall constitute liquidated damages and not a penalty because, among other reasons, it is a reasonable approximation of the actual damages likely to be sustained by Workbox in the event of termination pursuant to [Section 2\(b\)\(i\)](#) and, given Workbox's business model and types of services offered, the execution of an agreement with another member would not adequately compensate Workbox for its loss of value under the Agreement. The Service Retainer, if any, may be applied against the Termination Fee, and Workbox reserves the right to pursue additional rights, claims, or remedies in its sole and absolute discretion. Except as otherwise provided below, Workbox will not provide any refunds upon termination of the Agreement or suspension of any Member Party's right to access the Office Space, the Premises, and Third-Party Partner Locations and/or to receive Services, including with respect to amounts already paid. If the Agreement is terminated by Workbox pursuant to [Section 2\(b\)\(ii\)\(A\)](#), Workbox shall return to Member any prepaid License Fees and other fees applicable to the post-termination period, without interest, within sixty (60) days following the effective date of the termination.

- (d) **Condition of Office Space; Removal of Property**. FOR PRIVATE OFFICE AND DESK MEMBERSHIPS ONLY: On or prior to the effective date of termination or expiration of the Agreement, Member shall (i) return all keys and access control cards/tags to Workbox, (ii) remove all property of any Member Party from the Office Space and the Premises, and (iii) leave the Office Space in as good condition, normal wear and tear excepted, as when Member moved in on the License Start Date. Workbox shall be entitled to remove and dispose of property

of any Member Party remaining in the Office Space or the Premises after termination or expiration of the Agreement in any manner that Workbox chooses, without notice, compensation, or reimbursement to any Member 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 personally identifiable information and shall not in any event be liable therefor. Member 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 Office Space, the Premises, or the Building caused thereby. Member, for itself and on behalf of all other Member 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.

- (e) **Change of Mailing Address.** Upon termination or expiration of the Agreement, Member shall provide Workbox with an updated mailing address. FOR PRIVATE OFFICE, DESK AND FLOATING (WITH MAILBOX ADD-ON) MEMBERSHIPS ONLY: Subject to applicable law, for thirty (30) days following such termination or expiration, Workbox will hold mail addressed to Member at the Premises, and Member may retrieve such mail during regular business hours. Workbox will return to sender any mail that Member has not retrieved by the end of such thirty (30)-day period or that Workbox thereafter receives for Member at the Premises.
- (f) **Survival.** Sections 2(c), (d) and (e), 3 (to the extent any payments remain outstanding), 4(l), 5(c), 6, and 7 and all other provisions of these Terms and Conditions reasonably expected to survive termination or expiration of the Agreement shall do so.

SECTION 3. FEES AND PAYMENT

(a) **Fees & Service Retainer.**

- (i) **Initial Payment.** Upon execution of the Agreement by Member or completion (and approval, if applicable) of Member's online membership enrollment, Member shall pay to Workbox: (A) the initial setup fee for each individual membership in the amount identified in the Agreement and/or the [Workbox Rate Sheet](#) (the "**Setup Fee**"); (B) the License Fee for the first calendar month of the Term (or prorated portion thereof in accordance with Section 3(a)(ii)); and (C) FOR PRIVATE OFFICE AND DESK MEMBERSHIPS ONLY: the service retainer in the amount identified as "Deposit" in the Agreement (the "**Service Retainer**") (such amounts in (A), (B), and (C), collectively, the "**Initial Payment**"). Member acknowledges and agrees that the Office Space shall not be reserved for Member unless and until Member has executed the Agreement and paid the Initial Payment in full. Member further acknowledges and agrees that the Setup Fee and the License Fee included in the Initial Payment are nonrefundable.
- (ii) **Monthly License Fees.** Beginning on the License Start Date or Membership Start Date, as applicable, through the end of the Term, Member shall pay, in advance, the monthly amounts specified in the Agreement (the "**License Fee**"). The License Fee is due as of the first (1st) day of each calendar month, *provided* that, if the License Start Date or Membership Start Date does not fall on the first (1st) day of a month, then the License Fee for the first calendar month shall be the pro rata portion of the monthly License Fee for the remainder of that month. Any discounts to the License Fee applicable during the Initial Term shall not apply during any renewal(s) thereof. During any renewal(s) of the Initial Term, the License Fee shall be the Renewal Rate determined in accordance with [Section 2\(a\)\(iv\)](#).
- (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 wired connections and extra office furniture, will be billed monthly in advance at the rates stated in the Agreement and/or the [Workbox Rate Sheet](#) and are due on the first (1st) day of each calendar month. Fees for meeting room bookings in excess of available credits will be charged to Member in arrears and are due on the first (1st) day of each calendar month. 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 Member in arrears on a monthly basis and are due immediately upon being invoiced. Workbox may change the pricing for additional Services at any time in its sole discretion upon reasonable advance notice to Member. Member agrees to pay promptly: (A) all sales, use, excise, value added, and any other taxes which Member may be required to pay to any governmental authority in connection with the Agreement (and to provide Workbox evidence of such payment, at Workbox's request); and (B) all taxes attributable to the use or occupancy of the Premises, as may be required by law or as specified in the Agreement. Member is responsible for seeking its own independent advice with the respect to the tax treatment of the Agreement or any payments due thereunder.
- (iv) **Service Retainer.** FOR PRIVATE OFFICE AND DESK MEMBERSHIPS ONLY: The Service Retainer must be paid upon execution of the Agreement. The Service Retainer shall be held by Workbox, without liability for interest, as a retainer for the performance by Member of all of Member's obligations under the Agreement and is not intended to be 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. In the event Member owes Workbox any amounts under the Agreement, Member may not rely on deducting them from the Service Retainer and must pay them separately; *provided, however*, that Workbox may, if it so elects and without prejudice to any other remedy, use the Service Retainer to offset all or any portion of such amounts following notice to Member that such amounts are owed and outstanding. Following any such application of the Service Retainer during the Term, Member shall pay to Workbox on demand any amounts required to restore the Service Retainer to its full original amount. Workbox shall return the Service Retainer, or any balance remaining after deducting outstanding amounts due, to Member, without interest, within sixty (60) days after the later of: (A) termination or expiration of the Agreement; and (B) the date on which Member provides to Workbox all account information and a completed Form W-9 (if requested by Workbox) necessary for Workbox to make such payment. Return of the Service Retainer is also subject to the complete satisfaction of all of Member's obligations under the Agreement (as determined by Workbox in its sole discretion).

(b) **Payment.**

- (i) **Form of Payment.** All payments must be made in U.S. dollars via the Workbox Member Portal 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 Member's account. Non-standard payment fees are set forth in the [Workbox Rate Sheet](#) and subject to change at any time by Workbox in its sole discretion. Member shall maintain accurate up-to-date payment information at all times during the Term and promptly inform Workbox of any changes thereto. 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 (outstanding late fees and 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, such as additional Setup Fees, replacement key and access control card/tag fees, meeting room bookings in excess of available credits, and extra 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 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 Primary Contact identified in the Agreement. Member shall notify Workbox in writing if it wishes to designate a different billing contact.
- (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 Member 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 Member pays the invoice in full through an alternate payment method by the due date. In any case, any amount due from Member that remains unpaid shall bear interest from the due date until the date paid at an annual rate equal to the lower of eighteen percent (18%) or the maximum rate permitted by law. Member agrees to pay any out-of-pocket costs incurred by Workbox if its account is referred to a collection agency for collection.

SECTION 4. MEMBER COVENANTS

- (a) **Applicable Rules.** Member 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 the Workbox Member Handbook, [Workbox Rate Sheet](#), or other materials made available to Member and may be updated by Workbox from time to time in Workbox's sole discretion. Rules, policies, and procedures specific to any Third-Party Partner Locations accessed or used by Member may be set forth in materials posted or delivered to Member by the applicable Third-Party Partner
- (b) **Member Parties.** All Member Parties must be 18 years old to use the Services. Member accepts full responsibility for the conduct of all Member Parties, including any Member Party's consumption of alcohol in the Premises (where permissible), and for ensuring that all Member 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 Member Party, Member shall be responsible for paying such penalty or fine.
- (c) **Workbox Employees and Other Members.** Member shall, and shall cause each other Member Party to, be respectful of all Workbox employees and other members and their guests. Workbox employees are not administrative support staff for any Member Party, and no Member Party shall abuse, mistreat, or harass any Workbox employee or request that any Workbox employee provide administrative support beyond the Services for such Member Party. Member acknowledges that the Services are not exclusive to Member, and all Member Parties shall conduct themselves in a businesslike manner, dress appropriately, and keep noise at a respectful level at all times. No Member Party shall, as determined by Workbox in its sole and absolute discretion: (A) conduct any activity in the Office Space, 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 member; (C) canvass or solicit for business in an intrusive or obnoxious manner any other Workbox member; (D) disrupt, interfere with, or obstruct any Services provided by Workbox to other members; or (E) take, copy, or use any information or intellectual property belonging to other members 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 Property.** Member shall, and shall cause each other Member Party to, be respectful of the Office Space, the Premises, the Building, and all property belonging to Workbox or other Workbox members located therein. Member shall be solely liable for any damage to such property caused by any Member Party or any pet or other individual a Member Party permits to enter the Premises.
- (e) **Animals.** Unless otherwise expressly permitted by Workbox or required by law, no Member Party shall bring any animals into the Office Space, the Premises, or the Building. 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 and Office Space.** Member shall, and shall cause each other Member Party to, use the Office Space solely as general office space in the conduct of Member's business and for no other purpose whatsoever. Without limiting the generality of the foregoing, no Member Party shall use the Premises or the Office Space: (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 members from quiet enjoyment of the Premises.

- (g) **No Unapproved Items.** No Member Party shall store any personal property in the Premises outside of the Office Space or other designated storage space approved by Workbox. Member may not make any structural or nonstructural alterations or installations (including without limitation furnishings, wall attachments, satellite antennas, cabling, cameras, glass frosting, and stickers) or store or operate any large or heavy machines or equipment or flammable items (including without limitation heaters, stoves, coffee makers, vending machines, copiers, refrigerators, safes, fish tanks, grills, candles, and scent machines) in the Office Space or elsewhere 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 Office Space shall be used for ordinary lighting, personal computers, and other equipment whose electrical energy consumption does not exceed normal office usage. If Member requires special installation or wiring, it shall be at Member's sole expense and only after express written consent from Workbox, which Workbox may grant or deny in its sole discretion. No Member Party shall bring into or store in the Office Space, the Premises, or the Building any hazardous materials.
- (h) **Compliance with Laws.** Member shall, and shall cause each other Member 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). Member 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 Member Party shall download or upload any files that such Member 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. Member shall, and shall cause each other Member 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 other Workbox members or any other persons is strictly prohibited.
- (j) **No Smoking.** No Member Party shall smoke or vape in any form anywhere in the Premises (including the Office Space).
- (k) **No Weapons.** No Member Party shall use, possess or store firearms, explosives, pocket knives, or other weapons that might be considered dangerous or that could cause harm anywhere in the Premises (including the Office Space). 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 and may immediately terminate the Agreement if any Member Party violates this policy.
- (l) **Non-Solicitation.** Member agrees that during the Term and for a period of six months after the termination or expiration of the Agreement, Member shall not, directly or indirectly: (A) hire, recruit, encourage, solicit, or induce any Workbox Party to terminate his or her relationship with Workbox; (B) hire, recruit, encourage, solicit, or induce any known employee of another Workbox member located at the Home Location or other Premises accessed by Member to terminate his or her relationship with such other member; or (C) encourage, solicit, or induce any customer, client, vendor, supplier, landlord, or licensee of Workbox to cease doing business with Workbox. Notwithstanding the foregoing, nothing in this Section 4(l) shall prohibit Member from soliciting or hiring any person through general advertisements for employment not specifically directed at any Workbox Party or any employee of another Workbox member. If any Member Party violates part (A) of this provision, Member shall pay to Workbox an amount equal to fifty percent (50%) of such person's annual base salary or fees from Workbox. For purposes of clause (C) hereof, the term "**solicit**" means to have contact with a person (regardless of who initiates the contact and the manner in which the communication takes place) for the purpose of promoting, requesting, or advertising any services or products competitive with any services or products offered or provided by Workbox.
- (m) **Blocked Persons: Background Checks.** Member represents and warrants at all times 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. Member shall immediately notify Workbox in writing if the foregoing representation and warranty ceases to be true and correct at any time during the Term. Workbox reserves the right, at its sole cost and expense, to conduct basic criminal and OFAC background checks on any Member Party who will be granted access to the Premises, and Member agrees to cooperate with, and provide such information to, Workbox as it may reasonably request in connection therewith. Workbox reserves the right to restrict access to any Member Party who does not pass such background checks in Workbox's sole discretion, subject to applicable law.

SECTION 5. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- (a) **Workbox Intellectual Property.** No Member 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 Office Space or the Premises; *provided, however*, that Member may use "Workbox" in plain text to accurately identify the address of the Office Space or the Premises. Member 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 Member 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) **Member Intellectual Property.** Member hereby grants Workbox a non-exclusive, non-transferable right to use Member's name, logos and/or trademarks (collectively, "**Member IP**") in the Home Location and in connection with identifying Member as a Workbox member in marketing and investor materials. Except as provided above, Workbox may not use Member IP for any other purpose without Member's prior written consent. Member represents and warrants that the Member IP does not infringe upon the rights of any third party and that Member has full authority to grant this right. Workbox hereby acknowledges that Member owns all rights, title and interest in and to the Member IP and that all usage and goodwill of the Member IP will inure exclusively to the benefit of Member.
- (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, Member shall, and shall cause each other Member Party to, hold Confidential Information of any other Workbox member in strict confidence and not disclose any such Confidential Information to any third party, unless expressly permitted by such other member. No Member 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.** 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 use its commercially reasonable efforts to comply with any request by Member that Workbox avoid capturing any Member 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, Member, for itself and on behalf of all other Member 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 Member 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. Member represents and warrants to Workbox that its Member 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 6. LIABILITY AND INDEMNIFICATION

- (a) **Insurance.** Member 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 Member Parties in the Office Space and the Premises; (ii) commercial general liability insurance covering the Member Parties for personal injury, bodily injury and property damage with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (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. Member shall ensure that Workbox and Landlord are each named as additional insureds on its commercial general liability policy and that all insurance policies are endorsed to waive all rights of subrogation against all Workbox Parties and Landlord. Member 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, Member, for itself and on behalf of all other Member 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, the Building, or any Third-Party Partner Location; (ii) any injury to any person or pet occurring in or at the Premises, the Building, or any Third-Party Partner Location; (iii) the wrongful access or use of any data or information; (iv) any loss of use or interruption of Member's business or any loss or stoppage of any Services; and (v) 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.
- (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 OFFICE SPACE, THE PREMISES, AND THE SERVICES.
- (d) **Other Members.** Workbox does not control and is not responsible for the actions of individuals (other than the Workbox Parties) that any Member Party encounters in the Premises, the Building, or any Third-Party Partner Location or through the use of the Services, including without limitation other Workbox members and their guests. Workbox does not endorse, support, or verify the facts, opinions, or recommendations of its members. If a dispute arises between members, 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 Member 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 Member Parties for any reason and for all causes of action shall be limited to direct and actual damages incurred not to exceed the greater of \$25,000 or the total License Fees paid by Member to Workbox under the Agreement.

during the six (6) months prior to the date such cause of action against Workbox accrued. To the extent permitted by law, no Member 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, Member 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 Member Party or the actions or omissions of any Member Party or any pet or other individual a Member 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 Member, (ii) Workbox shall have sole control and authority to defend such claim, action, suit or proceeding or to require that Member assume the defense thereof at Member's expense upon written notice from Workbox, (iii) Member 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 7. MISCELLANEOUS

- (a) **Entire Agreement.** The Agreement, including these Terms and Conditions and the Addendum, 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. To the extent there is any conflict between these Terms and Conditions and the Addendum, the order of governance shall be (i) the Addendum and (ii) these Terms and Conditions.
- (b) **Time of the Essence.** Time is of the essence with respect to all of Member'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) **Counterparts; Electronic Signature; Authority.** The Agreement may be executed in counterparts by either handwritten or electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and each of which may be delivered to the other Party by email or other electronic means (including portable document format (pdf) or electronic signatures complying with the U.S. federal ESIGN Act of 2000). Member acknowledges and agrees that the individual signing the Agreement for Member has the authority to act on behalf of, and to bind, Member.
- (f) **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.
- (g) **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. Member shall notify Workbox in writing of any changes in Member's personnel before a new 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 control cards/tags of Member's former employees.
- (h) **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. Member acknowledges that the Member Parties have no rights under any Landlord Agreement.
- (i) **Updates to Terms and Conditions.** Workbox will provide important updates regarding the Premises and the Services, including any changes in fees (other than License Fees), to Member via email or the Workbox Member Portal. It is Member's responsibility to read such emails and to ensure that all Member Parties are aware of such updates, regardless of whether a Member Party is notified directly. In addition, Workbox may from time to time update these Terms and Conditions and/or the Applicable Rules upon not less than thirty (30) days' prior written notice to Member by email; *provided, however*, that no such updates shall materially interfere with Member's rights under the Agreement or impose additional material obligations on Member without Member's express written consent. Subject to the foregoing, Member's continued use of the Premises, the Office Space, and/or the Services following such notice period will constitute acceptance of such updates.
- (j) **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 Member or its parent company, Member may not sell, lease, license, distribute, or grant any interest in the Office Space, the Premises, or the Services nor assign or otherwise transfer, sublicense or delegate any of Member'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 7(i) shall be void ab initio 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, unless Member is relocated to another Premises in accordance with Section 1(a)(vii), 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 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.

- (k) **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 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 reasonable attorneys' fees and expenses.
- (l) **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
Attn: notices@workboxcompany.com (with a copy to the applicable Premises location email address)

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, during the Term, the Office Space

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 7(l). Member shall promptly notify Workbox of any changes in its contact information (including phone number).

- (m) **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 Member from pursuing, participating in, or being represented in any class, consolidated, or representative action regarding any claim against the other.
- (n) **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.
- (o) **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.
- (p) **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. FOR PRIVATE OFFICE AND DESK MEMBERSHIPS ONLY: Notwithstanding the foregoing, if, as a result of Force Majeure, Workbox restricts Member's access to the Office Space for more than ten (10) business days, then, unless Workbox temporarily relocates Member to another space of comparable quality and size, Member's payment obligations shall be abated after the tenth (10th) business day until Member's ability to use the Office Space or another space of comparable quality and size is restored.