



## **TERMS AND CONDITIONS**

These **TERMS AND CONDITIONS** (these “Terms and Conditions”) set forth below are associated with the Membership Agreement (the “Agreement”) that has been entered into by and between the member listed in the Agreement (each and collectively the “Member”) and Workville LLC (“Workville”).

- 1. Defined Terms.** This document in conjunction with the Agreement constitute the entire agreement between Member and Workville and explains the details of your membership. All capitalized terms used but not defined in these Terms and Conditions have the meanings assigned to them in the Agreement.
- 2. License; Not a Lease.** Workville grants Member a license to use and occupy the Office and/or Facility (collectively, as applicable, the “Premises”) as described in the Agreement, subject to these terms and conditions. Member shall have no real property interest in or other rights to the Premises; and this License is non-exclusive, revocable at will by Workville and not transferable. This license is not intended to create a lease or any other interest in real property in favor of Member, but merely creates a license revocable at will by Workville. Workville’s right to revoke this License is not subject to or contingent upon whether Member is in default of the terms of this agreement. Notwithstanding anything to the contrary elsewhere in this Agreement, Workville and Member agree that this Agreement does not create a landlord-tenant relationship (nor does such a relationship otherwise exist), and this Agreement shall not in any way be construed as to grant Member any title, easement, lien, possession or related rights in the Facility, Workville’s business or anything contained in the Facility. This Agreement does not create a tenancy interest, leasehold estate or other real property interest. This Agreement shall not be construed to create a fiduciary or agency relationship, partnership or joint venture. Both parties agree not to misrepresent the relationship.
- 3. Term; Termination.** This Agreement will be effective when signed by both parties and Member has paid the fees due upon execution hereof, including the Set-Up and Commitment Fee. Each membership will begin on the Commencement Date identified in the Agreement with the monthly payment due (or, with respect to memberships added after the commencement of the term, upon addition of such individual to the Members List of authorized users). Unless terminated by Workville pursuant to the license, each membership will terminate upon the earlier of the following: (i) the Expiration Date (unless otherwise extended); (ii) the termination of this Agreement pursuant to these Terms and Conditions; (iii) the Member’s

removal of an individual from the Members List of authorized users, and (iv) Workville's notification that a user has violated the Terms a nd

Conditions, Agreement or its rules of the Building and Facility. If the Commencement Date is a Business Day, Member will be entitled to move into the office space on the Commencement Date. If the Commencement Date is not a Business Day, Member will be entitled to move into the office space on the first Business Day after the Commencement Date no earlier than 10 a.m. Following the Term outlined in the Membership Agreement, or at any time in the event there is no Term or such Term is noted at "Automatic Renewal", Member may terminate this Agreement by providing written notice to Workville at least thirty (30) days prior to the termination, which shall become effective the last business day of the calendar month following the Member's written notice. Member agrees to specify only the last business day of the calendar month as the termination date and will not be entitled to pro ration with respect to such last month's membership fee. For example, if Member delivers a 30-day termination notice on December 16 (or anytime between December 1st-December 31st), the termination will not be effective until January 31. This paragraph also applies to changes of office space within Workville available spaces. On such last business day, Member must vacate the office space no later than 5:00 p.m. Workville may terminate this Agreement immediately upon a breach of this Agreement by Member or individuals in the Members List or upon a loss or modification of Workvilles' right to operate the Facility. Workville may terminate the membership at any other time with or without reason by providing thirty (30) days written notice. Notwithstanding any termination of this Agreement, Member shall remain liable for amounts incurred prior to the date of termination. Prior to termination of this Agreement, Member shall immediately remove all of its personal property (and that of any of its guests or individuals from the Members List) from the Facility. After providing reasonable notice to the Member, Workville shall be entitled to dispose of any property remaining in the Facility after the termination hereof, and Member waives any claims or demands regarding such property. The Member shall be responsible for any fees incurred in connection with such removal and disposal. Following the termination of this Agreement, Workville will not forward or hold mail or other packages delivered to Workville.

4. **Delay in Delivery of Premises; Lack of Space.** In the event that Workville is unable to make sufficient office space available to Member on the Commencement Date, Member shall not be liable to make payments of the monthly membership fee until the space is made available to the Member. Workville shall not otherwise be liable to Member in any way on account of its inability to make such space available nor should it effect the validity of this agreement. However, if the office space is not available within fifteen (15) days of the Commencement Date, Member may terminate this agreement by providing written notice prior to the office space being made available. If Member terminates agreement under this provision, Workville will refund all fees received from Member.

5. **Security Deposit.** Member has deposited the Commitment Fee as security for Member's compliance with this License. Upon submitting a completed signed agreement, Member shall be obligated to pay the non-refundable Commitment Fee and set-up fee described in the Membership Details. This agreement will be effective only upon Workville's receipt of the signed and completed agreement and the payment of these fees. On the start date, the Commitment Fee will convert into a Security Deposit, provided however that the Security Deposit is not intended to serve as a reserve from which fees are to be paid. The remaining and unused portion Security Deposit will be returned to Member not later than forty-five (45) days following the termination of this Agreement, provided that Member has completely satisfied all obligations hereunder including but not limited to (i) the expiration of the Term of this License, (ii) the removal of Member's personal property from the Office, (iii) Member's payment in full of any and all License Fees and other fees due hereunder, and (iv) the return to Workville all of the Building and Office keys and identification cards provided by Workville. If Workville must replace the identification cards, Member will pay, on demand, an additional fee of \$50.00 for each card or key. If Member has not satisfied any of the obligations hereunder, including without limitation the termination notice requirements described below in Section 5, Workville shall have the right to retain all or a portion of the Security Deposit in its discretion. Workville shall have no duty to maintain the Security Deposit in an escrow or interest bearing account and such funds will be available for use by Workville for the duration of the Member's Membership as provided herein. Member acknowledges that Member is not entitled to any interest on the Security Deposit. If Member wishes to voluntarily change its Membership Level to one(s) carrying higher monthly fees, Member shall deposit with Workville such additional funds (to be a part of the Security Deposit) in an amount necessary so that the Security Deposit shall at all times be equal to two (2x) month's Membership Fee by check or two and half (2.5x) months by card. In the event the Term of this License is less than thirty (30) days, Member shall pay a refundable charge of \$250.00 to cover the cost of repairs, maintenance and administrative fees in connection

with Member's occupancy. Member shall not use the Security Deposit as payment for the License Fee for the last (or any other) month of the Term, or any extension thereof. However, in the event Member defaults in respect of any of the terms, provisions and conditions of this License, Workville may apply the Security Deposit to the extent required for the payment of any money due to Workville. If all or part of the Security Deposit has been utilized by Workville as permitted herein, Member shall replenish the Security Deposit immediately, and upon failure to do so,

shall be deemed to be in default hereunder. In the event of a transfer by Workville of its interest in this License to a third party (“Transferee”) in connection with a sale, transfer or assignment of any underlying lease, or of the Building, Workville may transfer the Security Deposit to the Transferee, and Workville shall thereupon be released from any and all liability for the return of the Security Deposit, and Member shall look solely to the Transferee for this purpose. Member agrees (i) that any such transfer or assignment shall not be deemed a waiver, by either Workville or the Transferee, of any of the rights granted to and reserved by the Workville under this License, (ii) that any such transfer or assignment shall not be construed as evidence of Workville’s and Member’s intentions that this License be deemed anything other than a license, and (iii) that any such Transferee shall enjoy and enforce all of the rights conferred on Workville by this License.

6. **License Fees.** During the term, Member agrees to pay to Workville the Total Monthly Membership Fee (“License Fee”) on the first day of each month during the Term, at the office of Workville at the Building, or such other place as Workville may designate in writing. The Monthly membership fee covers only the number of members specified or approved by Workville. In the event that Member requires use of the facilities by additional individuals above the Capacity listed in Membership Details, additional charges or an increased monthly membership fee will be incurred. The Member is responsible for all charges incurred in accordance with Workville’s fee schedules listed in the Membership Details and updated on Member Portal. The full fee schedule is available for review on the Member Portal. In addition to the License Fee, Member shall pay, on demand, as additional fees, if the License Fee is paid more than ten (10) days after its due date interest on the unpaid License Fee at the rate of 18% per annum from the date first due until it has been paid in full (“Late Charges”). Notwithstanding anything mentioned to the contrary, Workville may withhold services or terminate this Agreement if any fees remain outstanding after five (5) days or if Member otherwise does not

comply with these Terms and Conditions. After the Term of this License, the License Fee may be increased by Workville by notify Member at least thirty (30) days prior to these increases and post the updated fees on the Member Portal, except fees for overages for printouts/copies and conference room credits are subject to increase from time to time. Workville will notify Member at least thirty (30) days prior to these increases and post the updated fees on the Member Portal. In the event that Workville shall permit Member access to and use of the Office prior to the Commencement Date, such access and use shall be subject to all of the terms and conditions set forth herein, and the Member’s obligation to pay the License Fee shall commence on such earlier occupancy date.

7. **Form of Payment.** The Member shall pay all amounts due hereunder by direct withdrawal from its bank account or by credit card. If Member elects to pay via direct withdrawal, it agrees to maintain a current voided check with Workville, maintain sufficient funds in the account to pay amounts incurred hereunder and to inform Workville promptly of any changes to the account. If Member elects to pay via credit card, it agrees to inform Workville promptly of any changes to the account and to replace the card upon expiration. Changes to a member’s form of payment may result in an additional security deposit. Changes to payment method will not be accepted in the last fifteen (15) days of the calendar month. If payment via credit card fails for any reason, Workville may require Member to make payments via direct withdrawal plus a \$50 fee per failed attempt. Upon receipt of funds, Workville will apply funds first to any balances in arrears and to the earliest month first, and thereafter to any current charges due. Payment by credit card or Paypal shall be subject to a 3.0% fee on the amount charged, at this time.

8. **Use.** The Office and Facilities shall not be used by Member for any purpose other than as set forth Agreement, and such use shall be further governed by the terms and conditions set as follows: i.) Member, at Member’s sole expense, shall promptly comply with all laws and regulations of any governmental authority. Member shall pay all fines, penalties, costs and expenses imposed upon Workville for Member’s failure to comply with any applicable governmental rules, regulation or laws. ii.) Member represents and warrants that it will not: (a) use any area outside the Office for any purpose, (b) store any garbage in the Office, except normal waste basket garbage, (c) permit sounds to be heard, or vibrations to be felt, outside of Office, (d) permit odors or fumes beyond the Office, (e) permit its visitors to loiter outside the Office or the Building, (f) place any sign, flag, antenna or the like outside the Office, (g) use the Office for residential purposes, (h) permit any liens against the Office or Building, (i) keep any hazardous, combustible, inflammable or explosive substances in the Office, (j) advertise in any manner which, in Workville’s sole opinion, impairs the reputation of Workville or the Building, (k) permit the Office to

be occupied at any one time by more than one person (including visitors) per 100 square feet of the Office, (l) move freight or other bulky items (which may be inspected by Workville) on the passenger elevators, (m) permit any utility facility to be overloaded, and (n) permit any other activity that would violate any other Facility or Building rules.

9. **Conditions of the Premises.** Member has inspected the Office and agrees to accept the Office "AS IS" on the date of this License. Workville makes no representation as to the condition of the Office, the Building, or the land upon which the Building is erected.

10. **Rules and Regulations.** Member represents that it will comply with all of the following Workville's rules and regulations and understand this may be subject to reasonable change by Workville from time to time. The Member agrees that: (i) Member and its guests will conduct themselves in a businesslike manner; the noise level will be kept to a level so as not to interfere with the business or occupancy of other Building occupants or Members. Member will abide by Workville's directives regarding security, keys, and other such matters common to all occupants; (ii) keys and access cards to the building or the Facility shall remain the property of Workville. Member shall safeguard Workville's property and be responsible for replacing it in the event of loss, theft or damage. Any damage or theft resulting therefrom, including without limitation, and damage or theft resulting from the loss of any Card(s) or key(s), shall be paid by and is the responsibility of the Member; (iii) Member shall, before leaving the Office unattended for an extended period of time, close and securely lock all doors and shut off all lights and other electrical apparatus;

(iv) Member shall promptly notify Workville of any changes in contact or payment information; (v) Member shall be responsible for reading emails from Workville sent to the email address listed in the Membership Details and reviewing the Member Portal for updates, changes or modifications to the services offered at the Facility or the fees chargeable in connection therewith; (vi) the Facility may be regularly recorded using video cameras for security reasons; (vii) Workville may disclose information about Member as necessary to satisfy any applicable law, regulation, legal process or governmental request; (viii) Workville may amend, add or delete rules and regulations, fees and Services relating to the Facility (which are available for review on the Member Portal) at any time and Member will be responsible for compliance therewith; (ix) Member acknowledge that the office space has a limited capacity. Whether or not Member has paid for additional members to the Members List, no more than that capacity is permitted to work at Workville at any given time. The capacity of the office space is in the Agreement; (x) Member acknowledges and agrees that Workville may use and publicize Member's trademarks, service marks, logos, and other source identifiers on Workville's website to identify Member as a customer; (xi) common spaces are to be enjoyed by our members and guests, for temporary use and not as a place for continuous, everyday work.

The Member agrees that it shall not, without Workville's prior written consent: (i) obstruct corridors, halls, elevators and stairways or used for any purpose other than egress and ingress; (ii) place advertisement or identifying signs, other than provided by Workville, or other notices shall be inscribed, painted, or affixed on any part of the corridors, doors or public areas; (iii) store or operate in the Office or Building any other large business machine (except personal computers), reproduction equipment, heating equipment, stove, mechanical amplification equipment, vending or coin operated machines; or conduct business other than as a business office, do any cooking in the Office, or use or allow to be used in the Building, oil burning fluids, gasoline, kerosene for heating, warming or lighting; (iv) permit or bring hazardous materials, fire, firearms or any explosives into the Building; (v) permit special installation of wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at Member's expense by the personnel designated by Workville; (vi) permit any portion of the Office or Building to be used for the manufacture, sale, gift or use of liquor, narcotics or tobacco in any form; (vii) use the Office for lodging or sleeping or for any immoral or illegal purposes; (viii) Permit smoking in the Office and in all Building public areas, including but not limited to conference rooms and bathrooms; (ix) engage in any type of illegal harassment, verbal or physical, in the Building for any reason; (x) perform any activity that is reasonably likely to be disruptive or dangerous to other members, their guests or their property; (xi) use the Facility to conduct any illegal activities or activities that are generally regarded as offensive; (xii) attach or affix any items to the walls, install antennas, telecommunications lines or devices or bring additional furniture into the Facility with the prior written approval of Workville; (xiii) take or copy information belonging to other members or their guests; (xiv) use the Facility to conduct retail or medical activities or otherwise involving frequent visits by members of the public; (xv) make copies of any keys or other means of entry to the Facility or lend any keys or access cards to any third party; (xvi) allow any guests to enter the Facility without registering such guests; (xvii) upload/download any viruses to the network; (xviii) use the trademarks, service marks, logos, or name of "Workville" or use pictures or illustrations of the Premises in any advertising, publicity or other purpose, without our prior written consent; (xix) videotape or photograph any of the interiors of the Building without the

written consent of Workville; and (xx) allow pet on the Premises, unless pet is used by a Member with disability as a service animal.

The Member acknowledges that notwithstanding these rules, Workville does not control and is not responsible for the actions of other members and if a dispute arises between members or their guests or invitees, Workville shall have no responsibility to participate, mediate or indemnify any party.

11. **Alterations and Repairs.** Workville has the sole and exclusive right to make any decoration, alteration, installation, repair, modification, or change to the Office and to perform work of any kind or nature in and to the Office, whether it is of a structural or non-structural nature. In the event Member wishes any such work, Member shall notify Workville in writing, setting forth the precise nature of the request. Workville shall diligently review and consider such request, and respond in a timely manner. No such work may be performed by the Member, without the express prior written consent and approval of Workville, which may be withheld by Workville in its sole discretion. Workville, at Workville's expense, shall make all repairs, ordinary and extraordinary, interior and exterior, structural or otherwise, in and about the Office (including windows) and the Building if deemed necessary by Workville. However, if the need for repair has been caused or the work has been requested by Member or its visitors, then such repair shall be at Member's expense.

12. **Basic Services.** In consideration for the License Fees and subject to these Terms and Conditions and during the normal operating hours established by Workville, Workville agrees to provide Member the following Basic Services:

- (i) access to the Facility and the office space described in the Agreement;
- (ii) furnishings for the office space of the quantity and quality typically provided at the Facility;
- (iii) heat and air-conditioning in the office space during regular Business Hours on regular Business Days;
- (iv) access to and use of the shared wireless internet connection;
- (v) access to and use of the Member Portal;
- (vi) use of the printers, copiers and scanners subject to availability and consistent with the pricing then in effect\*;
- (vii) access to and use of the conference rooms located in the Facility subject to availability and consistent with the pricing then in effect\*;
- (viii) acceptance of mail and deliveries at the Facility on the Member's behalf, and Member hereby appoints Workville as its agent to receive such mail and deliveries during Business Hours;
- (ix) regular maintenance (but not responsible for repair beyond wear and tear) and trash removal services for Offices (however Member will pay to Workville, on demand, as an additional License Fee, Workville's standard charge (as adjusted from time to time) for garbage that exceeds normal waste basket refuse);
- (ix) opportunity to attend events, benefits and promotions that are open to Members;

\*Member acknowledges that printer/copier and conference room credits expire every month and usage in excess of credits is subject to overage fees as listed in the Member Portal.

From time to time during the Term of this License, Workville may, at its option make Additional Services available to Member described in or added to Agreement or website at fees established by Workville. Workville's obligation to furnish to Member, the Base or Additional Services, shall be subject to the following: a) Workville has not sooner terminated the Term and revoked this License, and b) Member is not in default. In the event Member is in default of this License, or the License has been revoked, Workville may, at its option, cease furnishing any and all services, including any communication services.

**Telephone/Telecommunications.** In the event Workville provides the additional service of telephone or telecommunications services to its Member, Member acknowledges that due to the imperfect nature of verbal, written and electronic communications, neither Workville nor any of its officers, directors, employees, shareholders, partners, agents or representatives shall be responsible for damages, direct or consequential, that may result from the failure of Workville to furnish any telephone and/or telecommunications service.

**Disclaimer.** Workville does not warrant that any Building system or service to be provided by Workville, or any other systems or services which Workville may provide, including but not limited to the services listed above (a) shall be adequate for Member's particular purposes or (b) shall be free from interruption or reduction. Building systems and services, including, without limitation, access, may be interrupted or reduced by reason of repairs or changes which are, in Workville's judgment, necessary or desirable, or which are beyond Workville's control. Such interruption or reduction shall not, unless otherwise provided in this License (i) constitute a breach or default of this License, or disturbance of Member's use of the Office, (ii) entitle Member to any compensation or abatement of the License Fee, (iii) relieve Member from any obligation under this License, or

(iv) impose any obligation or liability on Workville by reason of inconvenience or annoyance to Member, injury to or interruption of Member's business, or otherwise. Member expressly waives, and agrees not to make any claim for damages

against Workville, direct or consequential, arising out of any failure of Workville to furnish any utility, service or facility, any error or omission with respect thereto, or any delay or interruption of the same.

13. Access. Regular Business Hours are generally from 9:00a.m. to 5:00p.m. with the exception of days prior to U.S. federal holidays, when our regular business hours end at approximately 1:00p.m. "Business Days" are all weekdays, except U.S. federal

holidays and up to four other days of which Workville will furnish. During the Term of this License, so long as Member shall not be in default hereunder, Member may have LIMITED ACCESS to the Premises as follows: Office level Members have access to their private office from 8 a.m. to 11:00 p.m. on weekdays and 10 a.m. to 5 p.m. on weekends. Workville will, on a best efforts basis, provide access to the space beyond these times on a case by case bases if requested in advance by Member. Member acknowledges that Workville reserves the right to hold private functions in the Café, Lounge and Terrace area anytime on weekends and on weekdays prior to 9a.m and post 5:00 p.m. Lounge area members acknowledge that their membership is limited to weekdays from 9a.m. to 5p.m. if the Lounge is booked for an event. Workville is entitled to access Member office space, with or without notice, for maintenance, safety or emergency purposes. During these times, Workville may temporarily move furniture contained in the office space. Workville reserves the right to move or alter the office space. Workville may modify or reduce the Services as listed herein at any time with prior notice. The Services may be provided by Workville, an affiliate or a third party. Workville has the right to amend the Business Hours at any time and will provide notice of such change via email to Member address set forth in Agreement. Access to the Building, for the purposes of entry to the Office only, shall be permitted with the presentation or use of an electronic access card ("Card") or key provided by Workville, Workville shall retain exclusive control over and shall retain exclusive capability to program or re-key. Without limiting the foregoing in any way, Workville shall have the right to enter the Office at any time.

14. **Members List; Guests.** The Member acknowledges that it is responsible for providing accurate information to Workville regarding the employees or contractors of Member listed in the Members List which desire to use the Facility on a regular basis. As part of the membership fee, Member is entitled to a set number of individual memberships matching the Capacity of the office space assigned in the Membership Details. Additional members may be granted access for a non-prorated fee as listed on the portal per month subject to approval by Workville. Whether or not Member has paid for additional individuals to the Members List, no more than stated Capacity is permitted to work at Workville at any given time. The Members' office space may not be regularly accessed by individuals not on the Members List. A copy of a photo ID is required for each Individual on the Members List in order to obtain a key and keycard access to the office space. Member agrees to promptly inform Workville of any changes to the individuals named on the Members List before such changes take effect. The Member agrees to email Workville, at the address specified in this agreement, the name(s) and email address(es) of the departing and new member(s) and the effective date of this change. The initial Members List shall be furnished to Workville prior to move-in or no later than 5 days after signing this agreement. Workville reserves the right to perform a background check on any prospective or existing individual on the Members List and decline or terminate access to any individual based on the results of such check. The Member is responsible for maintaining the accuracy of the names of the Members on the Members List. Only those individuals set forth on the Members List will be granted passcards. Workville reserves the right to limit the number of additional access cards issued to the Member, and all individuals using the Facility at the Member's invitation or using any access card issued pursuant here to this Agreement shall be subject to these Terms and Conditions hereof. All guests and invitees shall be registered with Workville prior to entering the Facility. The Member remains responsible for any charges, costs or liabilities incurred hereunder by any such individual.

15. **Changes to Signing Member.** The Member signing this agreement has the sole authority to make changes to or terminate this agreement on behalf of its Company and its named Individuals on the Members List. However, an Executive Officer of the Company will have the authority to override the request of the Member, provided that we receive such a request within 24 hours following the Member request. An executive officer of the Company will also have the authority to remove or replace the individuals serving as the Signing Member. Workville will rely on communications to and from the Signing Member as notice to and from the Company. We reserve the right to request reasonable information that an individual claiming to be an executive officer of the Company is indeed accurate.

16. **Property.** All fixtures, equipment and improvements attached to or built into the Office, by Workville shall become or remain a part of the Office, and will be deemed Workville's property and may not be removed by Member, unless otherwise provided in this License or specifically agreed in writing to be removed by Workville, at Member's expense, at the expiration or earlier termination of the Term. Any of Member's property remaining in the Office after this License ends will be deemed abandoned, and may be retained by Workville or disposed of by Workville, without liability to Workville, in such

manner as Workville determines. However, any and all such costs and expenses incurred shall be chargeable to Member.

17. Indemnification. Member will defend, indemnify, and hold Workville (“Workville LLC”), Building’s Management Company (“1412 Broadway Management LLC”), Building’s Landlord (“CHETRIT 1412 LLC, 1412-1416 RSVP DE LLC, and 1412 BH DE LLC ”),

Landlords' Mortgagee ("WELLS FARGO N.A. and UNI MEZZ DEBT 4 LLC") and their respective members, officers, partners, principals, directors, shareholders, employees, servants, and agents (collectively Workville, Management company, Landlord, and Landlord's Mortgagee shall be known as "Workville's Indemnified Parties") harmless, from and against any and all suits, claims, causes of action, liabilities, loss, costs, damages and expenses of whatever kind (including, but not limited to, attorneys' fees and court costs) arising in any manner, directly or indirectly, out of or in connection with or incident to (i) Member's use of the Office or the Building; or (ii) all claims arising from any negligent or other act or omission of Member or its partners, directors, officers, employees, agents, invitees, pets or contractors. Member, on notice from Workville, will defend any such claim and promptly furnish the parties defended by Member with copies of all papers served or filed. Member shall maintain adequate insurance for all of the foregoing. Workville and Member each waives any and all rights of recovery against the other, or against the directors, Workvilles, officers, agents, servants and employees of the other, for loss of or damage to its property or the property of others under its control, to the extent such loss or damage is covered and fully compensated by any insurance policy.

18. **Limited Liability; Technology Release.** To the fullest extent permitted by law, Member and each of its employees, agents and invitees, waive any and all claims and rights against Workville and Workville's Indemnified Parties arising from injury to or damage to, or destruction, theft or loss of property or person. Workville and its affiliates shall not be liable under any cause of action for any indirect, special, incidental, consequential or punitive damages, including loss of profits or business interruption. The aggregate monetary liability of Workville and its affiliates to Member and each of its employees, agents and invitees for any reason and for all causes of action, shall not exceed the total fees paid to Workville hereunder. The Member acknowledges that it may be necessary to install certain software onto its computers and/or other electronic devices in order to utilize all of the services or functionalities available at the Facility. The Member agrees that Workville and its affiliates are not responsible for any damage to the Member's computers or other electronic devices relating to such software or any technical support provided by Workville or its affiliates, and that Member assumes any liability in the event that such software interferes or otherwise adversely affects such computers or other electronic devices. Workville and its affiliates expressly disclaim any verbal or written warranties, express or implied, with respect to such software or any technical support provided to the Member.

19. **Insurance.** Member, at its expense, will maintain commercial general liability insurance in respect of the Office and the conduct of Member's business, with Workville's Indemnified Parties as additional insureds, in amounts sufficient to protect the Member's business with limits of not less than \$1,000,000.00 combined single limit for bodily injury and/or property damage written on an "occurrence" form. Member will obtain and maintain property coverage written on a "Special Causes of Loss" ("All Risk") form, providing full replacement cost on all of Member's property located within the Building. Member agrees to waive all rights of subrogation against Workville and Building Owner. Member will properly deliver to Workville all Certificates of Insurance issued by duly authorized agents of the carriers providing coverage required by this License, before the Commencement Date and at least ten (10) days prior to the expiration of each policy found in said certificates.

20. **Subordination.** The Agreement and the rights of Member under this License, are subject and subordinate in all respects to the underlying lease, if any, as well as all present and future underlying leases and mortgages in any way relating to the Building, including, without limitation, all renewals, extensions, supplements, modifications, consolidations, replacements and advances thereof. This Section is self-operative and no further instrument of subordination is required. Member shall, within 10 days following receipt of Workville's request therefore, sign and deliver to Workville an instrument evidencing such subordination.

21. **End of Term.** Upon the expiration, revocation, or other termination of the Term, Member shall vacate the Office, leaving it in good order and condition, broom clean, ordinary wear and tear excepted. No act by Workville or its agents will be deemed an acceptance of a termination of the License, and no termination will be valid unless in writing signed by Workville. If the Office is not vacated at the time of expiration or sooner termination of the Term of the License (or in the instance of a revocation, on or before the Vacate Date), Member shall be liable to Workville for (a) all losses, costs, liabilities

and damages which Workville may incur by reason thereof, including, without limitation, attorneys' fees, and Member shall indemnify, defend and hold harmless Workville against all claims made by any succeeding Members against Workville or otherwise arising out of or resulting from the failure of Member to timely vacate the Office in accordance with the provisions of this License, and (b) per diem use and occupancy of the Office equal to three (3x) times the daily License Fee payable under this License for the Term of this License (which amount Workville and Member presently agree is the minimum to which Workville would be entitled, is presently contemplated by them as being fair and reasonable under such circumstances and is not a penalty). In no event,

however, shall this Paragraph be construed as permitting Member to license and use the Office after the expiration or termination of the Term.

22. **Affirmative Waivers.** Workville and Workville's Indemnified Parties shall not, to the extent permitted by law, except upon the affirmative showing of Workville's gross negligence or willful misconduct, be liable for, and Member waives all right of recovery against such entities and individuals for, any damage or claim with respect to any injury to person or damage to any property of Member, its employees, authorized persons and invitees due to any act, omission or occurrence in or about the Office or the Building.

23. **No Waivers.** The failure of Workville to insist in any instance on the strict performance of any obligations of this License or to exercise any election, will not be deemed a waiver for the future of the performance of that obligation or of the right to exercise that election. The receipt by Workville of the License Fee or additional License Fees with knowledge of a breach or default by Member will not be a waiver of the breach or default.

24. **No Broker.** Member represents that no broker brought about this License and that Member had no conversations with any broker concerning the Licensing of the Office. Member will indemnify, defend and hold harmless Workville against any claims for any brokerage commissions and all costs, expenses and liabilities in connection therewith, including attorneys' fees and expenses, arising out of any conversations between Member and any broker.

25. **Survival.** All provisions of the Agreement and Terms and Conditions reasonably expected to survive the termination of this License will do so.

26. **Relocation.** Workville shall have the right upon thirty (30) days written notice, to relocate Member to another office, provided such other office is substantially similar to the Office, and provided Member shall incur no increase in the License Fee or any relocation cost or expense.

27. **Notices.** A bill, statement, notice or communication from Workville to Member, shall be deemed sufficiently given or rendered if, in writing, delivered to Member at the Office or via e-mail, and will be effective on the first business day after being sent.. Such bill, notice or demand shall be deemed to have been given at the time of delivery or mailing. Any notice to Workville under this License must be in writing and must be sent by personal delivery, by overnight courier or by certified mail, return receipt requested, to the following address: Charles Aini, Esq. 1178 Broadway 5<sup>th</sup> Floor, New York, NY 10001. Any notice given to Member by Workville may be given by the attorney(s) for Workville, and in such instance shall be deemed to have been given by Workville for all purposes.

28. **No Sublicense or Assignment.** Member may not assign this License nor sublicense the Office or any part thereof or permit its use by any person except Member's employees and business invitees. Workville, however, may freely assign this License and/or any fees hereunder. Member agrees

(i) that any such assignment by Workville shall not be deemed a waiver, by either Workville or Workville's assignee, of any of Workville's rights under this License, (ii) that any such assignment shall not be construed as evidence of Workville's and Member's intentions that this License be deemed anything other than a license, and (iii) that any assignee of Workville shall enjoy and enforce all of Workville's rights under this License.

29. **Default.** Member shall be deemed to be in default under this License as follows: (i) if Member defaults in the payment of the License Fee or other sums due, (ii) if Member shall be late in paying the License Fee and any other additional fees due hereunder, more than three times within any 12-month period, (iii) if Member abandons the Office, (iv) if Member assigns or sublets this License or any portion thereof in violation of this License, or (v) if Member defaults in the prompt and full performance of any other provision of this License. Upon the occurrence of one or more of the above events of default, this License shall automatically be terminated. In the event of default and termination of this License, or the revocation of this License by Workville, Workville shall have the option to pursue one or more of the following remedies without any

additional notice or demand and without limitation to Workville in the exercise of any other remedy: (i) Workville may deny Member access to the Office, and may enter the Office, and take possession of the contents thereof, without releasing Member from any of its obligations hereunder; and (ii) Workville may exercise any remedy now or hereafter available to it at law or in equity upon Member's breach or default of this License, or upon Workville's revocation or other termination of this License in accordance with its terms, and

Member hereby agrees that Workville shall not have a duty to seek a court order or to provide due process before evicting Member from the licensed space and removing Member's property therefrom. In the event of such termination, Workville may, at its option, declare the entire amount of the License Fee which would become due and payable during the remainder of the Term to be due and payable immediately, in which event Member agrees to pay same immediately. Member agrees to pay all costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs) expended or incurred by Workville in connection with the enforcement of this License, the collection of any sums due hereunder, any action for declaratory relief in any way related to this License, and/or the protection or preservation of any rights of Workville hereunder.

30. **Unenforceable Provisions.** The invalidity or unenforceability of any provision hereof shall not effect or impair the validity of any other provision. Each provision of this Agreement shall be deemed severable, and to the extent that any provision of this Agreement is prohibited or unenforceable, this Agreement shall be deemed amended to the smallest degree possible in order to make the Agreement effective under applicable law.

31. **Captions.** The captions herein are inserted only for convenience, and are in no way to be construed as a part of this License or as a limitation of the scope of any provision of this License.

32. **Entire Agreement; Modification.** The Agreement and these Terms and Conditions supersede any prior license or agreement, and embodies the entire agreement between Member and Workville in connection with this License. The Member acknowledges that from time to time, Workville may modify or supplement these Terms and Conditions of this Agreement, and will send notice of such to Member via email to Member's email address set forth in the Membership Details. Any such changes will become effective when such changes are sent to Member or on such later date as may be specified by Workville. The up to date Terms and Conditions will be available on the Member Portal. Unless Member terminates this Agreement within thirty

(30) days of receipt of such notice, Member shall be deemed to have accepted and agreed to such modified or supplemented Terms and Conditions. The continued use of the Facility by Member shall constitute acceptance of the modified or supplemented Terms and Conditions. Except as set forth above, this Agreement may not be modified, except in a writing executed by the parties.

33. **Successors and Assigns.** This License shall be binding upon and inure to the benefit of Workville and its successors, heirs, legal representatives, and assigns.

34. **Governing Law.** This License shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to its conflict of law rules. Any action or proceeding relating to this License shall be litigated in courts located in New York, New York. Member irrevocably agrees to waive any right to a trial by jury in any such action or proceeding. Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither Member nor Workville will seek to have any dispute heard as a class action or in any other proceeding in which any party acts or proposes to act in a representative capacity.

35. **Miscellaneous.**

A. This License may not be amended except by writing signed by all parties hereto.

B. All waivers must be in writing and signed by the waiving party.

C. If Member seeks the consent or approval of Workville and Workville fails to give consent or approval or unduly delays giving the same, Member will not be entitled to any damages or recourse against Workville, other than to seek injunctive relief.

D. All parties signing this Agreement on behalf of Member, as a partnership or co-signing individuals, shall be jointly and severally liable for all obligations of Member.

E. This License may be executed in any number of counterparts, all of which taken together shall constitute a single instrument.

**F. Facsimile and electronic copies shall be deemed to be originals for all purposes.**

**G. In any action, suit or proceeding to interpret, enforce or rescind this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and expenses.**

**H. Neither party is liable for, and will not be considered in default or breach of this agreement on account of, any delay or failure to perform as required by this agreement (with the exception of any obligations on the Members part to pay any sum of money due to Workville under this agreement for services rendered) as a result of any causes or conditions that are beyond such**

party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence, provided that the affected party will use best efforts to resume normal performance.

I. Notwithstanding anything to the contrary herein contained, it is expressly agreed and understood as follows: (i) this agreement is a license and not a lease, (ii) this License can be terminated by and is revocable at will, by Workville, (iii) Member does not have any exclusive possessory right or interest in the office, (iv) this License is non-transferable by licensee, (v) Member has limited access to the office, (vi) the License fee reflects consideration for a license and not a lease, (vii) Workville has the right to deny access to the office, enter the office and exercise self-help remedies without court approval in enforcing its rights where Workville has a) revoked the License and the term has been terminated early, b) Member is in default and the term has been terminated early, or c) as otherwise may be provided herein, (viii) Member specifically covenants and agrees, for Workville's benefit, and as a material condition to this agreement that: (a) neither this License nor any of Member's rights in connection herewith shall constitute a lease, whether of the office or otherwise; (b) Member shall not bring any action against Workville or interpose any defense against Workville based upon the theory that this License constitutes a lease; and (c) Member expressly waives any substantive or procedural rights that Member may have that are predicated upon the rights of a tenant of real property. Notwithstanding the provisions of the preceding sentence to the contrary, should this agreement be deemed by any court, governmental authority, or quasi-governmental authority to constitute a lease, in such event Workville shall have all of the rights and remedies of a landlord of real property available under the applicable law.

36. **Limited Guarantor.** The signatory of the Member in the Agreement ("Guarantor") personally guarantees to Workville the strict performance of and observance by all members of the Agreement and Terms and Conditions of this License. Guarantor agrees to waive all notices when Member is not paying their fee or not observing and complying with all of the provisions of this License. Guarantor agrees to be equally liable with Member so that Workville may sue Guarantor directly without first suing Member. The Guarantor further agrees that his guaranty shall remain in full effect even if the License is renewed, changed or extended in any way and even if Workville has to make a claim against Guarantor. Workville and Guarantor agree to waive trial by jury in any action, proceeding or counterclaim brought against the other on any matters concerning this License or the Guaranty.

### 37. Access to Website and Services

A. Workville shall use commercially reasonable efforts to ensure the availability of the website and the services, except that we shall not be liable for: (a) scheduled downtime; or (b) any unavailability caused directly or indirectly by circumstances beyond our reasonable control, including without limitation, (i) an unforeseeable major event; (ii) internet service provider, web-hosting, cloud computing platform, software, operating systems or public telecommunications network failures or delays, or denial of service attacks; (iii) a fault or failure of member computer systems or networks; or (iv) any breach by of these Terms by member.

B. **Arbitration - BY AGREEING TO THE TERMS, MEMBER AGREES THAT THEY ARE REQUIRED TO RESOLVE ANY CLAIM THAT THEY MAY HAVE AGAINST WORKVILLE ON AN INDIVIDUAL BASIS IN ARBITRATION. THIS WILL PRECLUDE YOU FROM BRINGING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST WORKVILLE, AND ALSO PRECLUDE YOU FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION BROUGHT AGAINST WORKVILLE BY SOMEONE ELSE.**

C. Workville and Member agree that any dispute, claim or controversy arising out of or relating to (a) these Terms or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) Member access to or use of the services at any time, whether before or after the date you agreed to the Terms, will be settled by binding arbitration between Member and Workville, and not in a court of law.

The arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this

**Arbitration Agreement is void or voidable. Notwithstanding any choice of law or other provision in the Terms, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of New York.**

**The Arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms or any disputes arising as a result of these Terms, whether directly or indirectly, including Tort claims that are a result of these Terms. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. MEMBER UNDERSTANDS AND AGREES THAT THEY ARE GIVING UP THE RIGHT TO GO TO COURT AND HAVE A DISPUTE HEARD BY A JUDGE OR JURY. This Arbitration Agreement shall survive the termination of these Terms.**

**D. Class Action Waiver - Any arbitration or action under these Terms will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, the arbitrator or judge may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.**