

URBAN CO-WORKS SCRANTON

TERMS AND CONDITIONS

1. Key Terms

- a) "Authorized User" shall be the individual(s) identified on behalf of the Member as set forth in the Summary of Membership Terms.
- b) "Membership Agreement" shall consist of the executed Summary of Membership along with these Terms and Conditions which, together, is the Membership Agreement and governs a Member's use of the services being offered by Urban Co-Works Scranton LLC and the responsibilities and obligations of both the Member and UCW.
- c) "UCW" Urban Co-Works Scranton LLC
- d) "UCW Landlord" Scranton Kane, LLC
- e) "Member" shall consist of the business entity or individual identified on the Summary of Membership Terms.
- f) "Premises". UCW's office space at 116 N Washington Ave 3rd Floor, Scranton, PA 18503.
- g) "Primary Contact" shall be the individual identified on the Summary of Membership Terms.
- h) "Term". Term of the Membership as set forth in the Summary of Membership Terms and subject to the termination provisions as set forth in the Membership Agreement.
- i) "You", "you", "Your," "your", or "I" means and refers to the Member and each of the Authorized Users.
- j) "We", "we", "Us", "us", "Our", or "our" means and refers to UCW.

2. **License.** Upon execution of the Membership Agreement and payment of the Membership Fee, we grant you the privilege and right to the space and services as set forth in this Membership Agreement. The services we provide to you under this Membership Agreement are subject to these terms and conditions set forth herein ("Terms and Conditions") and in the Summary of Membership Terms. By signing the Summary of Membership Terms, you agree to be bound by the terms and conditions of the Membership Agreement. We reserve the right to update these Terms and Conditions at any time without notice to you but will endeavor to provide you with email notice of any such change at the email address for the Primary Contact set forth in the Summary of Membership Terms. You can request a copy of the latest Terms and Conditions at any time by asking one of our management representatives. The Membership Agreement does not create any tenancy interest, leasehold estate, or other real property interest to the Premises, and only provides the Member the right to the Member Services during the Membership Term and in no way shall be construed as to grant you any title, easement, lien, possession or related rights in UCW's business or anything contained in the Premises. This Membership Agreement shall not be deemed to create a

fiduciary or agency relationship, partnership, employer or employee relationship or joint venture between us and you.

3. Fees.

- a) If any payment or charges due by the Member to UCW are not made within fifteen (15) calendar days, the UCW shall charge a late fee in the amount of five tenths percent (0.5%) of balance due and shall accumulate for each day payment or charge is late.
- b) During the Term of this Agreement, we will process payment for the Membership Fee and other outstanding fees or money owed to us (collectively, "Fees"), in advance, no later than the fifth (5th) business day of each calendar month. Payment for any Day Pass usage is paid on the day of use unless other arrangements have been made with us.
- c) If any payment is made with a physical check and is returned for any reason, the Member shall be charged the amount of fifteen dollars (\$15.00) for every instance this should occur.
- d) Except for Day Pass usage, all Fees shall be made in U.S. dollars and shall be made via through periodic electronic debit (ACH) withdrawals from your designated account(s) at financial institutions on the designated date(s) set forth in this Membership Agreement, or in such other manner as required by us, which may include, without limitation, check, money order, credit card or otherwise. Payment for Day Pass usage will be by credit card. Late payments made after the tenth (10th) of the month shall incur interest at the rate of the greater of five percent (5%) or the maximum amount allowed by law, per month from the date such payments were originally due.
- e) In addition, the following fees may apply: self-serve snack bar, printing in excess of monthly allotment, physical mail forwarding (if requested).

4. **Services.** Subject to the terms of this Membership Agreement, we will provide you, during the Term, with the Member Services ("Services") as set forth below:

- a) Business Hours. The staffed business hours of the Premises shall be the following:
 - Monday through Friday (except holidays, weekends, special events or special circumstances)
 - Start Time: 9:00 AM
 - End Time: 5:00 PM
- b) Opportunity to participate in UCW-sponsored events (subject to availability, and which may be at an additional cost).
- c) Use of shared internet Wi-Fi connection and internet access.

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- d) Display of Member's personal and/or business name on any available online or other published material describing the Premises.
 - e) Use of any of the workstations, meeting areas, or call areas located within the Premises on a first come, first serve basis during regular business hours.
 - f) Access to the Urban Co-Works Mail Center and ability to receive mail during the term of this Agreement for an agreed upon rate based on the membership level.
 - g) Access to and ability to consume coffee and other refreshments at no additional charge as designated by UCW. Coffee and Refreshments availability may change from time-to- time.
 - h) Use of the printers/scanners/copiers, subject to normal use guidelines. One hundred (100) black/white and fifty (50) color copies are included per month. If the Member should request to have any additional documents printed or copied it shall be at a rate of ten cents (\$0.10) per black & white and fifteen cents (\$0.15) per color copy.
 - i) Use of conference rooms, subject to availability and normal use guidelines. Members are granted a conference room access for a maximum number of hours based on membership level. We reserve the right to modify your conference room bookings and locations with prior notice. If the Member should request additional hours, it shall be at the rate of twenty dollars (\$20.00) per hour.
 - j) Regular maintenance of the Premises provided that we will not be responsible for damage exceeding normal wear and tear. You are responsible for any damage that you cause. User support with respect to any equipment, facilities or Member Services offered hereunder (if any) shall be provided by UCW, or its designated third party, at UCW's sole discretion.
 - k) Member and Authorized Users are only those individuals set forth on the Summary of Membership Terms as Authorized Users will be deemed to be entitled to the Services provided with your Membership. If the number of Authorized Users exceeds the number allocated on the Summary of Membership Terms, the Member will be required to pay additional fees. We reserve the right to limit the number of additional Authorized Users in our sole discretion. The Member is responsible for maintaining the accuracy of the names of the Authorized Users on the Summary of Terms. If the Member has any changes to the individuals designated as Authorized Users, before such changes take effect, the Primary Contact must provide us written notice of any such change and take all actions reasonably requested by us to effectuate such change. Such changes shall be subject to our prior written approval. The Member shall be responsible and liable for the acts and/or omissions of any Authorized Users.
- l) Participation in or Use of Services. You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that UCW does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use. UCW shall be permitted at any time to restrict the right to access the Premises or otherwise put restrictions or limitations on the normal hours of operation of the Premises, at UCW's sole and absolute discretion. You expressly acknowledge and agree that neither the services provided by UCW, nor this agreement, shall in any manner constitute a landlord/tenant relationship. You further expressly acknowledge and agree that UCW makes no representation or warranty as to the level, quality or availability of any of the Services, which may be modified by UCW at any time and in its sole discretion. Individuals who obtain a flexible desk membership are not guaranteed availability of Services and utilization of any reservation system provided by UCW to reserve a shared desk may result in overbooking and will not guarantee availability. No refunds are available or will be provided in the event any service is or becomes unavailable. Your sole right in the event that services are unavailable is to terminate this agreement pursuant to the terms in Section 15 below.
- 5. Use of Services.**
- a) For security, operational or other related reasons, we may regularly record you and any other members, including your guests, via video, audio or other means in certain or all of the areas in the Premises. We may monitor and record websites visited through the enabled Internet connection provided by us in the Premises.
 - b) We may disclose information about you as necessary to satisfy any applicable law, regulation, legal process, or government request.
 - c) You are responsible for all of your acts or omissions, including, without limitation, any damage you cause to our or any other person's property or any injury you cause to any person. You agree to comply with any house rules posted or provided on the Premises, as may be revised from time to time.
 - d) Being a Member of the Premises grants the privilege and use in common with other Members on the Premises. The Member understands the use of the Premises is determined by each Member's agreement with the UCW. In no way does the term "coworking" or any other term in this Agreement suggest that the rights of any Member is equal to another. Members have an exclusive license only over spaces exclusively available to the Member and a non-exclusive license

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over all shared spaces of the facility, excluding other Members' exclusive areas.

- e) Access to any shared conference rooms or shared use spaces must be reserved. Please no conference room squatting. Conference rooms are for meetings with customers, teammates, and clients only. If you want to hold an event at the Premises, please talk to the Premises staff to discuss scheduling, guest policy, insurance requirements and additional fees and terms and conditions. You must provide at least forty-eight (48) hours' notice and obtain UCW's prior written permission to host an event on the Premises. Please clean up after using a conference room or shared space. If you rearrange the furniture in the conference room, we expect that you will return it to the original set-up when you're finished.
- f) We reserve the right to place a limit on the number of guests you are permitted to invite onto the Premises at any one time, in our sole discretion.
- g) No furniture, large or bulky packages, supplies, equipment or merchandise will be received at the Premises unless approved first by UCW.
- h) Except for UCW's gross negligence, you assume full responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured.
- i) Internet Policy: Wireless access to the internet is provided as part of the Services. Service interruptions, if they occur, will be handled in a commercially reasonable manner. UCW is not responsible for any data, business or other losses as a result of such interruptions. You are responsible for protecting your own computer and data from electrical surges, theft, virus or other malicious attack. Unless otherwise set forth by UCW in writing, you are receiving a single user account solely for your use of the wireless through one device per log-in session. You agree not to download or stream overly large files in a manner that would slow down the network for other users of the internet on the Premises. You agree not to resell any aspect of the wireless access, whether for profit or otherwise, share your IP address or ISP internet connection with anyone, access the wireless simultaneously through multiple units or to authorize any other individual or entity to use the internet. You are not entitled to a refund of any Fees paid hereunder if the internet is not available for any reason.
- j) Maintenance. You agree to maintain the office and desk space in good condition, damage by normal wear and tear excepted. You shall not permit the office to be overloaded, damaged, stripped or defaced.

6. Prohibited Uses.

- a) Use of the Services to conduct or pursue any illegal activities.
- b) Perform any activity that is reasonably likely to be disruptive, offensive, or dangerous to other members, their guests, or their property (including, without limitation, unapproved parties, events or loud presentations). **At all times throughout the day, the Member agrees to maintain their noise level so that it does not interfere with or annoy the other Members on the Premises.** Phone calls or other conversations initialized in a common area lasting for more than thirty (30) seconds are to be moved away from the other Members and into a more private area of the space.
- c) Make copies of any keys, keycards, or other means of entry to the Premises or lend, share, or transfer any keys or keycards to any third party.
- d) Attach or affix any items to the walls, install antennas, or telecommunication lines or devices in or about the Premises or bring additional furniture into the Premises without written permission from UCW management.
- e) Place anything, or allow anything to be placed, in the common areas, or near the glass or any window, door, partition or wall, which may in UCW's judgment, appear unsightly.
- f) Without the prior written consent of UCW, use any of UCW's names, logos or marks, or use pictures or illustrations of the Premises in any advertising, publicity or other purpose, except you may use the address of the Premises as the address of your business for purposes of receiving mail at the Premises. Your use of the Premises for your mail delivery is at your sole risk and any mail received at the Premises will not be held longer than one (1) month before being disposed of (or returned to sender) in UCW's discretion.
- g) Take or copy information belonging to UCW or any other member or their guests, or authorized users.
- h) Live or sleep on the Premises.
- i) Conduct any type of business we deem to be obscene or otherwise interferes with another member's use or enjoyment of the Premises.
- j) Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- k) Create a false identity or misrepresent yourself for the purpose of misleading others.
- l) Use common spaces as a place for continuous, everyday work.
- m) Bring motorized scooters onto the Premises.
- n) Bicycles are allowed to be brought into the Premises but must be stored in the designated bicycle storage

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- area. Under no circumstances is riding a bicycle permitted within the Premises.
- o) Consume or bring onto the Premises any illegal drugs.
 - p) Except as authorized by UCW, consume or bring onto the Premises any alcohol.
 - q) Bring firearms, knives, or weapons of any kind onto the Premises.
 - r) Use of skateboards, roller skates, or rollerblades in the Premises.
 - s) Bring any pets on to the Premises.
 - t) Bring upon, use or keep in the Premises, any kerosene, gasoline or inflammable or combustible fluid or material (including candles), or use any method of heating or air conditioning other than that supplied by UCW.
 - u) No individual or business may conduct any activity within the Premises that, in the sole judgment of UCW, create excessive traffic or be inappropriate to the other members' coworking experience. All Members are to operate in a way that is courteous with all other individuals.
 - v) No individual or business may advertise or have identifying signs or notices that are inscribed, painted, or affixed on any part of the Premises without the express written consent of the UCW.
 - w) All Members of the Premises shall keep clean any common areas after use. This includes, but is not limited to, conference rooms, call areas, coffee and snack areas, visual equipment, and any other space that may be used by another Member.
 - x) All Members are prohibited from smoking (or vaping) in any area of the Premises.
 - y) UCW reserves the right to make other reasonable rules and regulations from time to time in order to promote a good co-working environment amongst the Members.
- 7. Rules and Responsibilities.** Failure to follow the rules and regulations set forth in this Membership Agreement will be deemed a breach of this Membership Agreement. In addition to any rights and remedies that UCW maintains for breach of this Membership Agreement elsewhere in this Membership Agreement and under applicable law, UCW may immediately suspend and deny such Member and their Authorized User's access to the Premises. To the extent any guest of an Authorized User violates any of the rules and regulations set forth in this Agreement, UCW may request that such guest be required to immediately leave the Premises and any such guest action or inaction shall be treated as a breach of this Agreement as if it was performed by the Authorized User.
- 8. Default.** The Member shall be considered in default if they should violate any portion of this Agreement beyond the expiration of any applicable notice and cure period. If the Member is found to be in violation of this Agreement, UCW shall give written notice that the violation must be corrected within six (6) business days or else this Agreement shall be terminated.
- 9. Indemnification and Liability.** To the greatest extent permitted by law, except for harm caused by gross negligence or willful misconduct of UCW, Member hereby indemnifies and holds harmless UCW, affiliates of UCW, and all of their respective officers, employees, agents, contractors, related parties, other members and property manager from any claims, liabilities, losses or damages incurred by you or such persons and entities (including all costs and expenses of defense of any action or proceeding) arising out of, directly or indirectly, any claim against, incident to or any injury to or death of you, your employees, assigns, agents, authorized users or invitees of any of them or any damage to or loss of property of such persons or entities. Member shall maintain adequate insurance for the foregoing and present evidence of same to UCW upon request.
- a) Member further agrees to indemnify and hold harmless UCW, affiliates of UCW and all of their respective officers, employees, agents, contractors and related parties from any claims, demands, causes of action, liabilities, losses, costs and expenses, including reasonable attorneys' fees, arising out your negligent actions, errors or omissions in connection with the participation in or use of the Services or the Premises or any breach of the terms of this Agreement by you.
 - b) If any court should find UCW hereunder liable for any loss or damage of any kind for any reason related to a Member, its employees, authorized users, guests and affiliated parties, Member agrees that, to the greatest extent permitted by law, the limit of UCW's liability shall be the amount that Member has paid UCW under this Agreement. In no event shall UCW be liable to Member or its affiliates for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, or cost of temporary equipment, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability.
 - c) Liability for Property Damage. You acknowledge liability for any damage to equipment, furnishings, and any other property of UCW, or other members and their respective clients caused by the Member and/or its Authorized Users and guests, excluding damage due to normal wear and tear. Member agrees to pay the cost to

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repair or replace (at full replacement cost) the damaged property, at the discretion of UCW.

10. Warranties. To the maximum extent permitted by applicable law, UCW provides the Services and the Premises “as is” and with all faults, and hereby disclaims with respect to the services and premises all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. You acknowledge that you have inspected the Premises (or will inspect the Premises prior to commencement of your business operations), observed no dangerous conditions, accept the Premises “as is” and assume all risk of injury or damage to your person or property in connection with your use of the Premises regardless of the condition thereof. The entire risk as to the quality, or arising out of participation in or the use of the Services or Premises remains with you.

11. Waiver. UCW shall not be liable for any interruption or error in the performance of the services offered under this Agreement. The Member waives all liability against UCW for any claims arising from such disruption of services, specifically, any telecommunication utilities on the Premises. Furthermore, any loss, damage, expense, or injuries to Member’s property arising out of mistakes, omissions, interruptions, delays, errors, or defects in any transmission occurring in the course of furnishing telecommunications services provided are not caused by the willful acts of UCW, as well as any claim for business interruption and for consequential damage.

12. Term

- a) Term shall commence upon execution of the Membership Agreement and payment of the Security Deposit and Membership Fee (“Commencement Date”).
- b) If the Membership Period on the Summary of Membership Terms (“Membership Period”) is designated as a Multi-Month Membership Period, then the “Term” of the Membership will begin on the Commencement Date and will continue until terminated by a party in accordance with these Terms and Conditions.
- c) If the Membership Period on the Summary of Membership Terms (“Membership Period”) is designated as a “Monthly” Membership Period, then

the “Term” of the Membership will begin on the Commencement Date and will continue on a monthly basis, until terminated by a party in accordance with these Terms and Conditions.

- d) If the Membership Period on the Summary of Terms is designated as a “Daily” Membership Period, then the “Term” of the Membership will begin on the Commencement Date and will terminate at the end of that day.

13. Termination.

- a) Termination by UCW. UCW may immediately terminate this Membership Agreement, including, without limitation, the Member and Authorized Users access to the Premises, by written notice to the Primary Contact (email to suffice), upon:
 - i. breach of this Agreement by you, or
 - ii. upon termination of UCW’s lease of the Premises with the owner of the Premises, or
 - iii. for convenience upon written notice to the primary contact (e-mail to suffice) with such termination being in effect thirty (30) days after such notice. Upon termination, Member will remain liable for past due amounts and Fees and we may exercise our rights to collect due payment despite termination of this Agreement.
- b) Termination by Member. Excluding Day Pass Members, any Member may terminate this Agreement by providing at least thirty (30) days’ prior written notice to us, provided, however, that the Member will not be entitled to any proration with respect to any Fees. For example, if the Member delivers a termination notice on August 15, the Member will owe Fees due for the entire Term set forth in the Summary of Membership Terms.
- c) Acceleration. UCW reserves all rights and remedies at law or in equity to accelerate Fees to be due for the full Term and to recover costs of any improvements agreed to be made upon Termination of this Agreement by Member as provided in Section 13 subsection (b) or Termination by UCW for Members’ breach of any Terms and Conditions as provided in Section 13 subsection (a)(i).
- d) Removal of Property. Prior to the termination or expiration of this Membership Agreement, you will remove all of your property from the Premises. After providing reasonable notice, we will be entitled to dispose of any property remaining on the Premises without any obligation to store such property, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible to pay any fees reasonably incurred by us regarding such removal. Following the termination or expiration of this Agreement, we will not forward or hold mail or other packages delivered to us.

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14. Insurance (Non-Day Pass Members).

- a) You agree to maintain at your own cost during the Term of this Agreement insurance coverage for Comprehensive General Liability Insurance in an amount of not less than one million dollars (\$1,000,000) for general property damage and personal injury and two million dollars (\$2,000,000) in aggregate liability coverage, as well as a policy of fire, vandalism, malicious mischief, and “special form perils” coverage in an amount equal to the replacement costs of your furniture, equipment, and property. UCW and its Landlord shall be listed as an Additional Insured on a primary and noncontributory basis under the General Liability Insurance Policy and you shall provide at or prior to the Commencement Date of this Agreement a binder or other documentation verifying that said insurance requirements have been satisfied.
- b) You shall be responsible for complying with Pennsylvania State’s Worker’s Compensation Laws.
- c) Waiver of Subrogation. UCW and Member agree to have all property and liability insurance which may be carried or is required to be carried by either of them endorsed, unless policy language has already been provided, with a clause providing that any release from liability of or waiver of claim for recovery from the other party or any of the parties named in this Agreement entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder, and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party or any of the parties named in this Agreement.
- d) Without limiting any release or waiver of liability or recovery contained in any other provision of this Agreement but rather in confirmation and furtherance thereof, UCW Landlord and any beneficiaries of UCW Landlord waive all claims for recovery from Member, and Member and any beneficiaries of Member waive all claims for recovery from UCW Landlord, any beneficiaries of UCW Landlord and the managing agent for the Premises and their respective agents, partners, members, managers and employees, for any loss or damage to any of its property, resultant loss of income or extra expenses, or liability claims occurring on the Premises.

15. Additional terms.

- a) Our Reserved Rights. We are entitled to access your office or desk space, with or without notice, for maintenance, safety or emergency purposes. During these times, we may temporarily move furniture contained in the office space. We reserve the right to move or alter your office space. We may modify or reduce the list of Services at any time with prior notice.

- b) Other Members, Users and Guests. We do not and are not responsible for the actions of other members or any other user of the Services or Premises. If a dispute arises between members, other users or their guests, we shall have no responsibility or obligation to participate, mediate, or indemnify any party. UCW reserves the right at any time to institute a guest policy or otherwise approve guests prior to permitting them access to the Premises.
- c) No Assignment. You may not transfer or otherwise assign any of your rights or obligations under this agreement without our prior written consent.
- d) No sublicensing. You may not sublicense this Membership Agreement.
- e) Severability. In the event that any provision or portion of this Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.
- f) Subordination. This Membership Agreement shall be subject to and subordinate to any and all leases, mortgages, deeds and other instruments in the nature of a lease, mortgage or deed relating to the Premises, existing now or at any time hereafter. You shall, as requested by UCW, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Membership Agreement to said lease, mortgage, deed or other such instruments. Termination of UCW’s lease or leases with the owner of the Premises will terminate this Agreement.
- g) Holdover. Should you fail to remove your effects and vacate the Premises following the termination of this Membership Agreement, you will be obligated to pay UCW two hundred percent (200%) of its Membership Fees, pro-rated by days, until the date you vacate the Premises.
- h) Time Is Of The Essence. Time is of the essence as to the performance by the Member and all covenants, terms and provisions of this Agreement.

16. Notice. You shall promptly notify us of any changes to your contact and payment information.

17. Governing Law. The parties agree that the terms and conditions of this Membership Agreement shall be subject to and governed by the laws of the State of Pennsylvania.

18. Venue and Jurisdiction. The parties agree that venue and jurisdiction shall be exclusively in Lackawanna County, Pennsylvania.