

Coworking Service Agreement

ConnectWork On Main LLC

Acceptance of Terms

The services ConnectWork On Main LLC provides to you are subject to the following Terms and Conditions (T&C). ConnectWork On Main LLC reserves the right to update the T&C at any time without notice to you.

ConnectWork On Main LLC membership application does not create a tenancy, but a prepaid usage license to use the provided amenities on a monthly or casual basis.

Description of Services

ConnectWork On Main LLC may provide you with access to office space, workstations, internet services, office equipment, conference space, knowledge resources, kitchenette area, and other services (collectively, "Services"). The Services at all times are subject to the T&C.

No Unlawful or Prohibited Use

You will not use the Services for any purpose that is unlawful or prohibited by these terms and conditions. You may not use the Services in any manner that could damage, disable, overburden, or impair any ConnectWork On Main LLC's facilities, or interfere with any other party's use and enjoyment of any Services.

You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any ConnectWork On Main LLC server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services, nor should you post or download files that you know or should know are illegal or that you have no rights to.

You represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of the T&C and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

Use of services

You agree that when participating in or using the Services, you will not:

- Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through ConnectWork On Main LLC servers.
- Upload, or otherwise make available, file(s) that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as a limitation, copyright, trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.

- Use any material or information, including images or photographs, which are made available through the services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- Upload files that contain viruses, Trojan Horses, Worms, time bombs, candlebots, corrupted files, or any other similar software or programs that may damage the operation of another computer or property of another coworker.
- Download any file that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and or/distributed in such manner.
- Restrict or inhibit any other user from using and enjoying the Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Service (including the Building and House Rules – see attached).
- Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party.
- Violate any applicable laws or regulations; or
- Create false identity for the purpose of misleading others.

Renewals and Terminations

This Agreement is automatically renewed at the end of each period with consent of each party.

The T&C must be adhered to at all times. Failure to follow T&C can result in non-renewal or even early termination of the usage license. ConnectWork On Main LLC reserves the right to terminate any Service at any time, immediately and without notice, if you fail to comply with the T&C. This includes non-payment or violation of the space rules. If this happens, ConnectWork On Main LLC will refund any amounts paid for unused periods that remain after deducting any pending charges, on a prorata basis.

Members may terminate this Agreement by giving written notice of termination as established in this Agreement. Termination shall be in effect thirty days from the receipt of termination notice. Should Member not provide timely notice of termination to ConnectWork On Main LLC then the Membership Period shall continue to the end of the following calendar month and the service fees for that calendar month shall be payable.

Invoicing and Payment

The member will be invoiced in advance, monthly, based on their membership option. Payment is required at the beginning of each month for the ensuing month, at the date specified in the invoice.

Automatic renewal subscriptions will be billed to registered accounts until termination is requested. A second invoice will be issued at the end of each month and will include any variable and consumable charges, such as telephone usage, printing, copying, conference room rental, and mail services that may have been incurred during the previous billing period. Payment for variable charges will be paid within 30 days of second invoice unless other arrangements have been made with ConnectWork On Main LLC. ConnectWork On Main LLC reserves the right to restrict access to variable and consumable services for accounts with outstanding balances.

Obligation to Law

By using the Services provided by ConnectWork On Main LLC, you hereby agree to comply with any and all applicable laws, regulations, and legal and governmental requirements. You also agree to edit, refuse to post, or remove any information or materials if directed to do so by ConnectWork On Main LLC.

Confidentiality

You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by ConnectWork On Main LLC or any participant of the Services or any employee affiliate, or agent thereof that is non-public, confidential or proprietary in nature. Confidential information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of ConnectWork On Main LLC, any analyses, compilations, studies or other documents prepared by ConnectWork On Main LLC or otherwise derived in any manner from the Confidential Information that you are obliged to keep confidential or know or have reason to know should be treated as confidential.

Your participation in and/or use of the Services obligates you to

- maintain all Confidential Information in strict confidence;
- not disclose Confidential Information to any third parties;
- not use the Confidential Information in any way directly or indirectly determined to be that of

ConnectWork On Main LLC or any participant or user of the Services.

All confidential information remains the sole and exclusive property of ConnectWork On Main LLC or the respective disclosing party. You acknowledge and agree that nothing in this T&C or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, to any Confidential Information or any patent, copyright or other intellectual property, proprietary right of ConnectWork On Main LLC, or any participant or user of the Services.

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 ConnectWork On Main LLC 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.

Disclaimer of Warranties

To the maximum extent permitted by the applicable law, ConnectWork On Main LLC provides the Services "as is" and with all faults, and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, including but not limited 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. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you.

Exclusion of Incidental, Consequential and Certain Other Damages

To the maximum extent permitted by the applicable law, in no event shall ConnectWork On Main LLC or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever including, but not limited to damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under or in connection with any provision

of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of ConnectWork On Main LLC, and even if ConnectWork On Main LLC has been advised of the possibility of such damages.

Limitation of Liability and Remedies

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), ConnectWork On Main LLC or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this T&C shall not be held liable for actual damages incurred by you. The foregoing limitations, exclusions and disclaimers, including the previous sections shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

Non-Disparagement

You shall, during and after the participation in and use of the Services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding ConnectWork On Main, LLC, or any of the ConnectWork On Main LLC officers, directors, employees, personnel, agents, policies, services, or products, other than to comply with the law.

Indemnification

You release, and hereby agree to indemnify, defend and hold harmless ConnectWork On Main LLC and ConnectWork On Main, LLC subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services.

You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorney fees and costs incurred by ConnectWork On Main LLC or its respective officers and agents in connection with the defense of such claim or lawsuit.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CONNECTWORK ON MAIN LLC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF CONNECTWORK ON MAIN LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

Severability

In the event that any provision or portion of this T&C is determined to be invalid, illegal, or unenforceable for any reason, in whole or in part, the remaining provisions of this T&C shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

Insurance

ConnectWork On Main LLC carries Liability and Business Personal Property insurance. As a user of the coworking space, it is your responsibility to carry your own Renters Insurance policy that covers your equipment while occupying our space. ConnectWork On Main LLC is under no obligation to carry insurance that covers your lost, stolen, or damaged goods as a result of your use of Services provided. Please provide ConnectWork On Main LLC with a copy of your policy for reference.

Fees and Projected Rate Increases

- 1) \$195 - Price for Dedicated Monthly Membership
- 2) \$95 - Price for Flex Monthly Membership
- 3) \$45 - Price for Casual Monthly Membership
- 4) \$15 - Price for Nomad Monthly Membership

Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Assignment

You shall not assign or otherwise transfer any of your rights, or delegate or otherwise transfer any of your obligations or performance, under this Agreement without ConnectWork On Main LLC’s prior written consent.

Governing Law; Submission to Jurisdiction.

This Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal or state courts located in Butler, Pennsylvania, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Name: _____

Signature: _____

Date: _____