



## TERMS AND CONDITIONS 080223

1.1 Nature of this agreement: This agreement is the commercial equivalent of an agreement for accommodation(s) in a hotel. The whole of the Center remains in WorkVine209's possession and control. THE CLIENT ACCEPTS THAT THIS AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE OR OTHER REAL PROPERTY INTEREST IN THE CLIENT'S FAVOUR WITH RESPECT TO THE ACCOMMODATIONS(S). WorkVine209 is giving the Client the right to share with WorkVine209 the use of the Center on these terms and conditions, so that WorkVine209 can provide the services to the Client. This agreement is personal to the Client and cannot be transferred to anyone else.

1.2 Comply with House Rules: The Client must comply with any Rules which WorkVine209 imposes generally on users of the Center in this document.

1.3 Duration: This agreement lasts for the period stated in the Membership Option set forth on page 1. and then will be extended automatically for successive periods equal to the current term unless the term is 12 months or longer in which case the agreement will automatically renew for no more than 12 months unless a signed agreement is executed between client and WorkVine209 (unless legal renewal term limits apply) until ended by the Client or by WorkVine209. All periods shall run to the last day of the month in which they would otherwise expire. The fees on any renewal will be at the then prevailing market rate. The failure of WorkVine209 to apply the increase on the first month of the renewal does not forfeit their right to apply it later in the renewal. However, there shall not be more than one increase during any renewal period unless agreed to by both parties.

1.4 Bringing this agreement to an end: Either WorkVine209 or the Client can terminate this agreement at the end date stated in it, or at the end of any extension or renewal period, by giving at least three months' written notice to the other. However, if this agreement, extension, or renewal period is for three months or less and either WorkVine209 or the Client wishes to terminate it, the notice period is one month.

1.5 **Ending the agreement immediately:** To the maximum extent permitted by applicable law, WorkVine209 may put an end to this agreement immediately by giving the Client notice and without need to follow any additional procedure if (a) the Client becomes insolvent, bankrupt, go into liquidation or becomes unable to pay its debts as they fall due, or (b) the Client is in breach of one of its obligations which cannot be put right or which WorkVine209 have given the Client notice to put right and which the Client has failed to put right within fourteen (14) days of that notice, or (c) its conduct, or that of someone at the Center with its permission or invitation, is incompatible with normal office use. Suppose WorkVine209 puts an end to this agreement for any of these reasons. In that case, it does not end any outstanding obligation, including additional service used

and the monthly office fee for the remainder of the period for which this agreement would have lasted if WorkVine209 had not ended.

1.6 If the Center is no longer available: If WorkVine209 is permanently unable to provide the services and accommodation(s) at the Center stated in this agreement, then this agreement will end, and the Client will only have to pay monthly office fees up to the date it ends and for the additional services the Client has used.

1.7 When this agreement ends, the Client is to vacate the accommodation(s) immediately, leaving the accommodation(s) in the same condition as it was when the Client took it. Upon the Client's departure or if the Client, at its option, chooses to relocate to different rooms within the Center, WorkVine209 will charge an office restoration fee to cover regular cleaning and testing and to return the accommodation(s) to its original state. WorkVine209 reserves the right to charge additional costs for repairs that exceed the normal wear and tear. If the Client leaves any property in the Center, WorkVine209 may dispose of it at the Client's cost, in any way WorkVine209 chooses, without owing the Client any responsibility for it or any sale proceeds. When a client vacates its accommodation(s), invariably, WorkVine209 continues to receive the Client's mail, faxes, telephone calls, and visitors. To professionally manage the redirection of the Client's calls, mail, faxes, and visitors, WorkVine209 may charge a one-time business continuity service. If the Client chooses to use this service, WorkVine209 may charge up to \$20/month, not exceeding \$60/3 months of service, and added to the last month's invoice if the Client chooses this service. This service lasts for three months after the end of this agreement.

1.8 Employees: While this agreement is in force and for a period of six months after it ends, neither WorkVine209 nor the Client may knowingly solicit or offer employment to any of the other's staff employed in the Center. This obligation applies to any employee employed at the Center up to that employee's termination of employment and for three months thereafter. It is stipulated that the breaching party shall pay the non-breaching party the equivalent of one year's salary for any employee concerned. Nothing in this clause shall prevent either party from employing an individual who responds in good faith and independently to an advertisement which is made to the public at large.

1.9 Client Representation of the WorkVine209 Employees: Throughout the duration of this agreement, Client agrees that neither Client, nor any of client's partners, members, officers, or employees will represent, or otherwise provide legal counsel to, any of WorkVine209's current or former employees in any dispute with, or legal proceeding against, WorkVine209, or any of WorkVine209 affiliates, members, officers, or employees.

1.10 Notice: All formal notices must be emailed to [info@workvine209](mailto:info@workvine209) and [lynda@workvine209](mailto:lynda@workvine209).

1.11 Confidentiality: The terms of this agreement are confidential. Neither WorkVine209 nor the Client must disclose them without the other's consent unless

required to do so by law or an official authority. This obligation continues after this agreement ends.

1.12 **Applicable law:** This agreement is interpreted and enforced in accordance with the law of the place where the relevant Center is located. WorkVine209 and the Client both accept the exclusive jurisdiction of the courts of such jurisdiction. If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force.

1.13 **Enforcing this agreement:** The Client must pay any reasonable and proper costs including legal fees that WorkVine209 incurs in enforcing this agreement.

- **Services and Obligations**

2.1 **Furnished office accommodation(s):** WorkVine209 is to provide the number of serviced and furnished office accommodation(s) for which the Client has agreed to pay in the Center stated in this agreement. This agreement lists the accommodation(s) WorkVine209 has initially allocated for the Client's use. The Client will have a non-exclusive right to the rooms allocated to it. Occasionally WorkVine209 may need to allocate different accommodation(s), but these accommodations will be of reasonably equivalent size and WorkVine209 will notify the Client with respect to such different accommodation(s) in advance.

2.2 **WorkVine209 office services** is to provide office support during open hours. If requested, describe the relevant service description (available on request). If WorkVine209 decides that a request for any service is excessive, it reserves the right to charge an additional fee.

2.3 **WorkVine209 Executive IT:**

2.4 **Furnished office accommodation:** Except for standard artwork, pictures, and whiteboards, you shall not affix anything to the windows, walls, or any other part of the office or the WorkVine209 business or make ANY alterations or additions to the office or the WorkVine209 business center without the prior written consent of WorkVine209.

2.5 **Use of Office:** We are happy to discuss special arrangements for using the facilities outside of open hours. There may be an additional charge for such special meetings—arrangement discussion at the time of the meeting.

2.6 All of the pay as you go services are subject to the availability of our staff at the time of any service request. We will endeavor to deal with a service request at the earliest opportunity and provide the additional service you require but will not be held responsible for any delay.

2.7 If in our opinion, we decide that a request for any pay as you go service is excessive, we reserve the right to charge an additional fee at our usual published rates

based on the time taken to complete the service. This will be discussed and agreed between us at the time you make such request.

- **Providing the Services**

3.1 Access to the accommodation(s): WorkVine209 may need to enter the Client's accommodation(s) and may do so at any time. However, unless there is an emergency, or the Client has given notice to terminate, WorkVine209 will attempt to notify the Client verbally or electronically in advance when WorkVine209 needs access to carry out testing, repair or work other than routine inspection, cleaning, and maintenance. WorkVine209 will also endeavor to respect reasonable security procedures to protect the confidentiality of the Client's business.

3.2 Availability at the start of this agreement: If for any reason WorkVine209 cannot provide the accommodation(s) stated in this agreement by the date when this agreement is due to start it has no liability to the Client for any loss of damages, but the Client may cancel this agreement without penalty. WorkVine209 will not charge the Client the monthly office fee for accommodation(s) the Client cannot use until it becomes available. WorkVine209 may delay the start date of this agreement provided it provides to the Client alternative accommodation(s) that shall be at least of equivalent size to the accommodation(s) stated in this agreement.

- **Accommodation(s)**

4.1 The Client must not alter any part of its accommodation and must take good care of all parts of the Center, its equipment, fixtures, fittings, and furnishings which the Client uses. The Client is liable for any damage cause by it or those in the Center with the Client's permission or at the Client's invitation whether expressed or implied, including but not limited to all employees, contractors, agents, or other persons present on the premises.

4.2 Office Furniture and Equipment: The Client must not install any cabling, IT or telecom connections without WorkVine209's consent, which WorkVine209 may refuse at its absolute discretion. As a condition to WorkVine209 consent, the Client must permit WorkVine209 to oversee any installations (for example IT or electrical systems.) and to verify that such installations do not interfere with the use of the accommodation(s) by other Clients or WorkVine209 or any landlord of the building.

4.3 Insurance: It is the Client's responsibility to arrange insurance for its own property which it brings into the Center and for its own liability to its employees and to third parties. WorkVine209 requires that the Client put such insurance in place.

4.4 Upon moving in: We will ask you to sign an inventory of all accommodation, furniture, and equipment you are permitted to use, together with a note of its condition, and details of the keys or entry cards issued to you.  
Inventory owned by WorkVine209: Cameras, Alarm, Kisi, Server racks,

4.5 You may not put up any signs on the doors of your accommodation or anywhere else that is visible from outside the rooms you are using without written approval from the management of WorkVine209.

4.6 Key and Security: Any keys or entry cards which we let you use will always remain our property. You must not make any copies of the keys and or entry cards or allow anyone else to use them without our consent. Any loss must be reported to us immediately and you must pay a reasonable fee for replacement keys or cards and or changing locks if required. This rule improves the security levels of WorkVine209. Business hours are Monday, Wednesday, Friday from 9-1 pm; Tuesdays and Thursdays 9-5pm except for published holidays. If you are permitted to use WorkVine209 outside normal working hours, it is your responsibility to lock the doors to your accommodation and to WorkVine209 when you leave. Doors to the exterior must not be propped open outside of business hours. All doors to WorkVine209 must remain locked and closed outside of business hours. This is to ensure the safety of individuals and property at WorkVine209.

- **Use**

5.1 The Client must only use the accommodation(s) for office purposes. Office use of a “retail” or “medical” nature, involving frequent visits by members of the public, is not permitted.

5.2 The Client must not carry-on business that competes with WorkVine209 Executive Center’s business of providing serviced office accommodation(s).

5.3 The Client’s name and address: The Client may only carry on that business in its name or some other name that WorkVine209 previously agrees to.

5.4 Use of the Center Address: The Client may use the Center address as its business address. Any other uses are prohibited without WorkVine209 prior to written consent. To receive mail, client must fill out PS Form 1583 and sign an agreement with WorkVine209 and pay the fee for the virtual office membership.

5.5 You shall not leave open any corridor doors, exit doors or door connecting corridor during or after business hours. All corridors and halls shall not be obstructed by you or used for any purpose other than entering and exiting. You can only use public areas with the consent of WorkVine209 and those areas must always be kept neat and attractive.

5.6 Your phone number: You agree that the phone number(s) assigned to you are for your use during the term of your agreement. The phone numbers remain the property of WorkVine209, and you have no contractual or vested interest in the present telephone service, telephone system, or telephone numbers provided by WorkVine209. If you choose to have the phone number listed in the local 411 or directory assistance, you authorize WorkVine209 to procure and arrange this listing

for you and you agree to pay any fees for such listing. You agree not to list the phone number in any "white or yellow" pages.

5.7 You and your employees and guests shall conduct yourselves in a businesslike manner; the noise level will be kept to a level so as not to interfere with or annoy other clients and You will abide by WorkVine209 directives regarding security, keys, and parking, and other such matters common to all occupants.

5.8 You shall not, without WorkVine209's prior consent, store or operate anywhere in the WorkVine209 any large business machine, reproductive equipment, heating equipment, stove, radio, stereo equipment, or other mechanical amplification equipment, vending or coin-operated machine, or coffee equipment. Additionally, you must not conduct a mechanical business therein; do any cooking therein or use or allow to be used in the building, oil-burning fluids, gasoline, kerosene for heating, warming, or lighting. No article deemed hazardous on account of fire, or any explosives shall be brought into WorkVine209. No offensive gases, odors, or liquids shall be permitted. No firearms shall be permitted. WorkVine209 is intended to be used solely for office use.

5.9 The electrical current shall be used for ordinary lighting, powering personal computers, and small business appliances only unless written permission to do otherwise shall first have been obtained from WorkVine209 at an agreed cost to you. If you require any special installation or wiring for electrical use, telephone equipment, or otherwise, such wiring shall be done at your expense by the personnel designated by WorkVine209.

5.10 You may not conduct business in the hallways, reception area or any other area except in its designated office without prior written consent of WorkVine209.

5.11 You shall bring no animals into the building other than certified assistance animals which are being used solely for the purposes of such certification.

5.12 You shall not use WorkVine209 for manufacturing or storage of merchandise except as such storage may be incidental to general office purposes. The client shall not occupy or permit any portion of WorkVine209 business center to be occupied or used for the manufacture, sale, gift or use of liquor, narcotics, or tobacco in any form.

5.13 No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the WorkVine209 by you nor shall any changes be made to existing locks or the mechanisms thereof.

5.14 Canvassing, soliciting, and peddling in the building are prohibited and you shall not solicit other clients for any business or other purpose without the prior written approval of WorkVine209.

5.15 Smoking shall be prohibited in all public areas: including conference and training rooms. Smoking shall be permitted at any time in any area of WorkVine209 (including open offices).

5.16 You or Your offices, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing or abusive behavior to WorkVine209 employees, other clients or invitees, verbal or physical in the WorkVine209 for any reason.

5.17 For all agreements with a term greater than 12 months an increase of monthly membership may be imposed.

5.18 Subordination: Your agreement is subordinate to our lease with our landlord and to any other agreements to which our lease with our landlords is subordinate.

- **Compliance**

6.1 Comply with the law: The Client must comply with all relevant laws and regulations in the conduct of its business. The Client must do nothing illegal in connection with its use of the Business Center. The Client must not do anything that may interfere with the use of the Center by WorkVine209 or by others, cause any nuisance or annoyance, increase the insurance premiums WorkVine209 must pay, or cause loss or damage to WorkVine209 (including damage to reputation) or to the owner of any interest in the building which contains the Center the Client is using. The Client acknowledges that (a) the terms of the foregoing sentence are a material inducement in WorkVine209's execution of this agreement and (b) any violation by the Client of the foregoing sentence shall constitute a material default by the Client hereunder, entitling WorkVine209 to terminate this agreement, without further notice or procedure.

- **WorkVine209's Liability**

7.1 **The extent of WorkVine209's liability:** To the maximum extent permitted by applicable law, WorkVine209 is not liable to the Client in respect of any loss or damage the Client suffers in connection with this agreement, with the services, or with the Client's accommodation(s) unless WorkVine209 has acted deliberately or negligently in causing that loss or damage. WorkVine209 is not liable for any loss because WorkVine209 failed to provide a service because of mechanical breakdown, strike, termination of WorkVine209's interest in the building containing the Center, or otherwise unless WorkVine209 does so deliberately or is negligent. In no event shall WorkVine209 be liable for any loss or damage until the Client provides WorkVine209 written notice and gives WorkVine209 a reasonable time to put it right. Suppose WorkVine209 is responsible for failing to provide the Client with any service under this agreement, then, subject to the exclusions and limits immediately below. In that case, WorkVine209 will pay the actual and reasonable expenses the Client has incurred in obtaining that service from an alternate source. If the Client believes WorkVine209 has failed to deliver a service consistent with these terms and conditions, the Client shall

provide WorkVine209 written notice of such failure and give WorkVine209 a reasonable period to put it right.

**7.2 Exclusion of consequential losses, etc.:** WorkVine209 will not in any circumstances have any liability for loss of business, loss of profits, loss of anticipated savings, loss of or damage to date, third party claims, or any consequential loss unless WorkVine209 otherwise agrees in writing. WorkVine209 strongly advises the Client to insure against all such potential loss, damage, expense, or liability.

**7.3 Financial limits to WorkVine209 liability:** In all cases, WorkVine209's liability to the Client is subject to the following limits.

- Without limit for personal injury or death.
- Up to a maximum of \$2 million for any one event or series of connected events for damage to the Client's personal property.
- Up to a maximum equal to 125% of the total fees paid between the date the Client moved into its accommodation(s) and the date on which the claim in question arises \$100,000 whichever is higher, in respect of any other loss or damage.

**7.4 Mail:** You release us from any liability arising out of or incurred in connection with any mail or packages received on your behalf.

**7.5 Force majeure:** WorkVine209 shall not be held liable to you under this agreement if it is prevented from, or delayed in, performing its obligations under limitation): strikes; failure of a utility service or transport network; act of God, war, riot, civil commotion or malicious damage; disease or quarantine restrictions in compliance with any law or governmental order, rule, regulation or direction; accident, fire, flood or storm; or default of suppliers or subcontractors. WorkVine209's obligation to perform its obligations shall be suspended during the period required to remove such force majeure event. WORKVINE209 shall notify you as soon as reasonably possible of the force majeure event and propose a suitable alternative accommodation if available.

- **Fees**

**8.1 Taxes and Duty Charges:**

The Client agrees to pay promptly (i) all sales, use, excise, consumption, and any other taxes and license fees which is required to pay to any governmental authority (and, WorkVine209's request, will provide WorkVine209 evidence of such payment) and (ii) any taxes paid by WorkVine209 to any governmental authority that are attributable to the accommodation(s) including, without limitation, any gross receipts, membership fees, occupancy taxes, tangible personal property taxes, stamp tax, and other documentary taxes and fees.

**Service Retainer/Deposit:** The Client will be required to pay a service retainer/deposit of the agreed amount upon entering into this agreement unless a greater amount is specified on the front of this agreement. This will be held by WorkVine209 without



generating interest as security for the performance of all the Client's obligations under this agreement. The service retainer/ deposit or any balance after deducting outstanding fees, the Business Continuity and Office Restoration Service and other costs due to WorkVine209, will be returned to the Client after the Client has settled its account with WorkVine209 and funds have been cleared.

8.2 Pay as you go services and additional variable services: Fees for pay as you go services, plus applicable taxes, in accordance with our published rates which may change from time to time, are invoiced in arrears and payable on the 1st day (or such other day as we designate) of the month following the calendar month in which the additional services were provided.

8.3 An administration fee will apply to all new members for processing contract. A credit card processing fee will apply to each invoice.

8.4 Office Restoration Service Fee: A fee of \$2.00 per square foot for each occupied office may be charged upon your departure or if you, at your option, choose to relocate to different rooms within the center. WorkVine209 will charge this fee to cover normal cleaning and testing and to return each office to its original state. We reserve the right to charge additional reasonable fees for any repairs needed that are considered excessive in our opinion.

8.5 Business Continuity Service Fee: When you vacate your office, WorkVine209 invariably continues to receive your mail faxes, telephone calls, and visitors. Due to WorkVine209 designation as a Commercial Mail Receiving Agent with the US Postal Service, WorkVine209 clients may not file a change of address form with the USPS when their agreement ends. As a result of this and to professionally manage the transition of these services, you will be charged a one- time business continuity service fee. This service lasts for three months after the agreement's end date and is equivalent to three times the published monthly rates for our standard virtual office programs.

8.6 WorkVine209 may require the Client to pay an increased retainer if outstanding fees exceed the service retainer/deposit held and/or the Client frequently fails to pay WorkVine209 when due.

8.7 The Client may be charged an office set up fee per occupant. Fee amounts will be in writing and agreed upon by both parties.

8.8 Late Payment: If the Client does not pay fees when due, a fee will be charged on all overdue balances. If the Client disputes any part of an invoice the Client must pay the amount not in dispute by the due date or be subject to late fees. WorkVine209 also reserves the right to withhold services (including for the avoidance of doubt, denying the Client access to its accommodation(s) while there are any outstanding fees and/or interest, or the Client is in breach of this agreement.

8.9 CANCELLATION NOTICE: 30-DAY NOTICE IS REQUIRED TO CANCEL YOUR MEMBERSHIP by email to [info@workvine209.com](mailto:info@workvine209.com) and [lynda@workvine209.com](mailto:lynda@workvine209.com). If you

are in a specific term membership, you will be responsible for the remaining months of the agreement.

8.10 Insufficient Funds Fees: You will pay a fee of \$75. or the maximum amount permitted by law for checks returned due to insufficient funds. Any other declined payment due to insufficient funds will be charged a fee of \$50.

8.11 Maintenance Retainer Fee: Any retainers not claimed after 120 days will be charged a monthly \$25 account maintenance fee.

8.12 WorkVine209 will increase the monthly office fee each anniversary by a percentage as specified in this document. This will only apply to agreements that have an original start and end date constituting more than a 12-month term. Renewals will be renewed as per clause 1.3 above and only those renewals with a start and end date constituting a term of over 12 months will have the same increase applied.

8.13 Standard Services: The monthly office fee and any recurring services requested by the Client are payable monthly in advance. Unless otherwise agreed in writing, these recurring services will be provided by WorkVine209 at the specified rate for the duration of this agreement (including any renewal). Where a daily rate applies, the charge for any such month will be 30 times the daily fee. For a period of less than a month, the fee will be applied daily.

8.14 Pay as you Use and Additional Variable Services: Fees for pay as you go services, plus, applicable taxes, in accordance with WorkVine209's published rates which may change from time to time, are invoiced in arrears and payable the month following the calendar month in which the additional services were provided.

8.15 Discounts, Promotions, and Offers: If the Client benefited from a special discount, promotion, or offer, WorkVine209 may discontinue that discount, promotion or offer if the Client breaches these terms and conditions or becomes past due on two or more occasions.

8.16 Members who have negotiated any bartering with WorkVine209 have no cash value.

- **IT and Technology Policy:**

This policy forms part of the WorkVine209 connectivity order and complements the service agreement referenced therein whereby client has contracted for serviced office space and wishes to use WorkVine209 connectivity services and equipment.

#### Description of Service Dedicated/Capacity

9.1 WorkVine209 and Telecommunications Policy Content: Clients acknowledge that WorkVine209 does not monitor the content of information transmitted through WorkVine209 telecommunications lines or equipment, which includes, but is not limited to, Internet access, telephone, fax lines, and data lines. Client further

acknowledges that WorkVine209 accepts no liability for the content of transmissions by its clients.

9.2 Restrictions the WorkVine209 access may be used only for lawful purposes and shall not be used in connection with any criminal or civil violations of state, federal, or international laws, regulations, or other government requirements. Such violations include without limitation theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; violation or export control laws or regulations; libel or defamation; threats of physical harm or harassment; or any conduct that constitutes a criminal offense or gives or gives rise to civil liability. Clients are responsible for maintaining the basic security and virus protection of their systems to prevent their use by others in a manner that violates this agreement. Customers are responsible for taking corrective actions or vulnerable or exploited systems to prevent continued abuse.

9.3 Restrictions the WorkVine209 access may be used only for lawful purposes and shall not be used in connection with any criminal or civil violations of state, federal, or international laws, regulations, or other government requirements. Such violations include without limitation theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; violation or export control laws or regulations; libel or defamation; threats of physical harm or harassment; or any conduct that constitutes a criminal offense or gives or gives rise to civil liability. Clients are responsible for maintaining the basic security and virus protection of their systems to prevent their use by others in a manner that violates this agreement. Customers are responsible for taking corrective actions or vulnerable or exploited systems to prevent continued abuse.

Best Use Practices for All Concerned: To provide speedy and responsive Internet service for the clients of WorkVine209 for the highest productivity of clients and their employees, the following are prohibited:

1. Sexually explicit or pornographic sites
2. Terrorist Sites

The above content is restricted because they put excessive drains on the internet service and are not standard business use.

WorkVine209 provides a wireless network available in every suite and common area. This wireless network shall be used for all wireless network access. The installation of a wireless access point which advertises and makes available a wireless network that has not been authorized by WorkVine209 is prohibited and interferes with the reliability and performance of our building wireless network. Such networks \*may\* only be allowed if the following criteria is met:

1. Signal strength of such access points are reduced to transmit the signal no more than 15 feet from the wireless access point (Recommended signal strength is

25%) NOTE: Most access points are designed for homes which do not have the same density of tenants as we do at WorkVine209.

2. WorkVine209 staff verifies that the signal strength has been reduced.
3. Such access points are approved by WorkVine209 management.

9.4 Access – Per user Basis. WorkVine209 grants client access to the WorkVine209 IT on a per-user access basis. In the event of a client increasing the number of users by utilizing a proxy server or by other means, Client agrees to pay the WorkVine209 fee for each user which accesses WorkVine209, either directly or through proxy server.

9.5 Unauthorized Access. In no event may a client increase its authorized access points to the Telecommunications/data lines and equipment by means of wire splitting or any other method including unsecured wireless devices. In the event of a client breaching paragraph 1.3 (Access User Basis), above, or this paragraph, WorkVine209 may disconnect all client's access to the Telecommunications/data lines upon three (3) business days prior written notice to the client. The client shall pay all WorkVine209 fees for any unauthorized telecommunications/data lines used upon invoice from WorkVine209 shall have no obligation to reconnect the client to the telecommunications/data lines until such fees have been paid in full and the client has ceased to make unauthorized access.

9.6 Client Installed Telecommunications Lines. It is part of the WorkVine209 business model to provide Telecommunications Lines and equipment to its clients. Clients may not bypass the use of the WorkVine209 telecommunication lines and equipment by installing its own direct telecommunications lines. On a case-by-case basis and at WorkVine209's sole discretion, WorkVine209 may grant client authorization to install direct telecommunication lines upon written request by the client. This permission will only be granted upon execution of a WorkVine209 Bypass Agreement by client, which may, without limitation, require client to make a monthly payment of a direct access fee as set by WorkVine209 which will be equal to the monthly WorkVine209 fee, the telecommunication package fee or both.

9.7 Security Violations. Clients are prohibited from engaging in any violations of systems or network security. The WorkVine209 Internet access may not be used in connection with attempts – whether successful – to violate the security of a network, service, or other system. Examples of prohibited activities include, without limitation hacking, cracking into, monitoring, or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software. WorkVine209 reserves the right to suspend WorkVine209 IT access upon notification from a recognized Internet authority or ISP regarding such abuse. We may disconnect your equipment and withhold services if we consider that your hardware or software is, or has become, inappropriate for connection to our network or otherwise violates these rules.

9.8 Clients are responsible for their own virus protection on their systems and hardware and are expected to keep the AV software current with the latest virus definition files.

9.9 WorkVine209 requests that all clients provide, as and when requested by us, documentation, and personnel information as we may reasonably require assisting in the provision of the services.

9.10 Revisions to this Policy. WorkVine209 may modify this Policy at any time, with or without notice. We will notify the Client of a policy change and provide it to the member.

9.11 Special Requirements – Clients using their own wireless access points require written approval from WorkVine209. When WorkVine209 deploys wireless services, the client wireless solution will need to be removed fully so as to not interfere with WorkVine209's Wi-Fi solution. Wireless accounts on the WorkVine209 Wi-Fi solution will be made available to users of the client who subscribes to WorkVine209 Internet. The use of a client's own wireless router will result in a service charge based upon the total number of contracted workstations in a client's designated office space.

9.12 **DISCLAIMER OF LIABILITY FOR THIRD PARTY PRODUCTS** – As part of its services to client, WorkVine209 Center may provide third party internet access and computer hardware and software (“Third Party Services”) **WORKVINE209 DISCLAIMS ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR SUCH THIRD-PARTY SERVICES. CLIENT ACKNOWLEDGES THAT NO REPRESENTATIONS HAVE BEEN MADE BY WORKVINE209 AS TO THE FITNESS OF THE THIRD-PARTY SERVICES FOR CLIENT’S INTENDED PURPOSES.**

9.13 **DISCLAIMER OF LIABILITY FOR CLIENT EQUIPMENT – ALL CLIENT EQUIPMENT STORED IN THE WORKVINE209 TELECOMMUNICATION ROOM IS STORED AT CLIENT’S OWN RISK. WORKVINE209 DISCLAIMS ANY AND ALL LIABILITY FOR SUCH EQUIPMENT AND SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGE TO SUCH EQUIPMENT.**

9.14 **DISCLAIMER OF CONSEQUENTIAL DAMAGES FROM LOSS OF SERVICE.** - WorkVine209 does not provide any service level agreement to our clients regarding provision or loss of service for its WorkVine209 IT services. WorkVine209 shall not be liable for any indirect, special, incidental, punitive, or consequential damages, including loss profits, arising out, or resulting from any loss of service or degradation of connectivity/access to the Internet with this agreement, even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other faults of either party.

9.15 **DISCLAIMER OF CONSEQUENTIAL DAMAGES.** WorkVine209 shall not be liable for any indirect, special, incidental, punitive, or consequential damages, including lost profits, arising out of resulting from the agreement even if the other party has been advised of the possibility of such damages. The foregoing shall apply to the fullest extent permitted by the law, regardless of the negligence or other faults of either party.

- **USPS Regulations:**

1. You acknowledge that WorkVine209 will comply with the USPS regulations regarding your mail. You must also comply with all USPS regulations. Failure to comply will result in immediate termination of this agreement.
2. If this agreement is for a Mailbox Only program, you must complete a separate U.S. Postal Service Form 1583 to receive mail and/ or packages at the Center.
3. You acknowledge that this agreement and may be disclosed upon request of any law enforcement or other governmental agency, or when legally mandated. You must use the exact mailing address, inclusive of the Private Mailbox designation, without modification as set forth in Section Three (3) of Form 1583. Your mail must bear a delivery address that contains at least the following elements, in this order, (1) Intended addressee's name or other identification, (2) street number and name, (3) secondary address, (4)" PMB" or # and your designated PMB number, and (5) City, state and ZIP code. (5 digit or ZIP +4)
4. USPS may return mail to the sender without a proper address.
5. You agree not to file a change of address with the US Post Office when your agreement ends.

## **AGREEMENT FOR EVENT, MEETING, AND CONFERENCE ROOM RESERVATIONS**

This Agreement is made and entered into by and between WorkVine209 and Client. This agreement will be valid and WorkVine209 is currently holding space as per the outline below pending the WorkVine209's read receipt acknowledging acceptance of the agreement and applicable deposit. If WorkVine209 does not receive this agreement on or before that date, reserved meeting space and/or group rooms will be released for general sale. Client agrees that the terms of this Agreement are based upon the information provided by WorkVine209. If the information provided by Client materially changes or is incorrect, then this Agreement may be terminated.

- **REFUND/CANCELLATION/MODIFICATION**

**CLIENT'S CANCELLATION:** If WorkVine209 cancels the reservation or is unable to provide the requested rooms or meeting space, WorkVine209 will work with Client to arrange alternative accommodations and space at the prices set forth herein.

If the client decides to cancel the reservation:

3 days or more prior to reservation date: Full refund minus processing fee.

2 days prior to reservation date: 75% refund

1 day or less prior to arrival date: 50% refund

- **MISCELLANEOUS**

**SIGNS AND DISPLAYS/USE OF WORKVINE209 NAME:** Client shall not display signs in WorkVine209 nor use the name/logo of the WorkVine209 in any promotional brochures or ads without the prior written approval of the General Manager of WorkVine209. It is further agreed that no sign, banner, or display shall be affixed to any part of WorkVine209. Any damages caused to the walls, fixtures or floors will be billed to Client.

**SECURITY:** WorkVine209 may, in its sole discretion, require the Client to take certain security measures considering the size or nature of the function, which may include the requirement to hire sufficient security personnel from a reputable agency that is approved by WorkVine209 prior to the function.

**SHIPPING AND PACKAGES:** In the event Client will be shipping packages to WorkVine209, the Client must notify WorkVine209 at least one week in advance. All packages sent to WorkVine209 must include the name of the Client, date of program and number of items. Shipment should arrive no earlier than three (3) days prior to the event or a storage fee may apply. WorkVine209 has no liability for the delivery, security, or condition of the packages.

**PARKING:** WorkVine209 parking is available complimentary.

**WORKVINE209 CONTACT/NOTICES:** All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to delivered if hand-delivered or sent by Federal Express, or certified or registered mail to the Client contact or if to WorkVine209, to the following address: WorkVine209, 1005 E. Pescadero, 167, Avenue, Tracy, CA 95304, WorkVine209 will not be bound by any notice unless delivered to WorkVine209 in the manner specified herein or by email to [info@workvine209.com](mailto:info@workvine209.com).

- **GENERAL PROVISIONS:**

**DAMAGE CLAUSE:** In the event that damage to any WorkVine209 property occurs because of any guest related to Client, Client assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, WorkVine209 may charge Client's Master Account or directly bill Client for all such charges. Client shall indemnify, defend, and hold harmless WorkVine209 and its officers, directors, partners, affiliates, members, and employees from and against all demands, claims, damages to persons and/or property, losses, and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or cause by Client's negligence or intentional misconduct. The client does not waive, by reason of this paragraph, any defense that it may have with respect to such Claims.

**CLIENT'S PROPERTY:** The client agrees WorkVine209 will not be responsible for the safekeeping of equipment, supplies, written material, or other valuable items left anywhere on WorkVine209 property. The client is responsible for securing any such

aforementioned items and hereby assumes responsibility for the loss thereof. The client may not rely on any verbal or written assurances provided by WorkVine209 staff, other than as provided in this Agreement.

Tenant agrees that it shall use its best efforts to cause all trucks servicing the Premises to load and unload prior to the earliest hours of opening for business to the public of any store or retail facility on the Shopping Center site. Delivery service during business hours shall be permissible, provided such service does not, in the reasonable opinion of Landlord, constitute a nuisance to the operation of the Shopping Center.

**INSURANCE**: Property of Client is the sole responsibility of the Client and/or its Owner. Client agrees that it has procured sufficient insurance to cover the loss of such property and waives any claims under WorkVine209's insurance policy for the loss of Client's property or the property of any of its attendees or invitees. Additionally, any contracted outside vendors hired by the client must provide WorkVine209 proof of Liability, and Worker's Compensation insurance no less than 3 days prior to the event.

**FORCE MAJEURE**: The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use WorkVine209 facilities, including Acts of God, war, terrorism, bomb threat(s), government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for anyone of the above reasons by written notice from either party.

**DISPUTE RESOLUTION**: WorkVine209 and Client agree to use their best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the WorkVine209 is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the WorkVine209 is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels and in any bankruptcy case and post-judgment proceedings.

**To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.**

**ENTIRE AGREEMENT**: This Agreement and any Exhibits hereto constitute the entire agreement between the parties and supersedes any previous communications, representations, or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by an authorized representative of each party.

**MISCELLANEOUS**: The persons signing this Agreement each warrant that they are authorized to bind the party for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party



shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

**NO ASSIGNMENT:** Client may not assign or transfer this Agreement or any part thereof without the written consent of WorkVine209. Any attempted assignment or transfer by Client without such consent may, at the option of WorkVine209, be deemed to be a cancellation of this Agreement by Client, in which case Client shall remain liable for all cancellation charges set forth herein.

**RIGHT OF INSPECTION/ENTRY:** WorkVine209 will have the right to enter and inspect all functions. If WorkVine209 observes any illegal activity or activity that may result in harm to persons or objects, WorkVine209 has the right to immediately cancel the event, in which case all of Client's guests and invitees must immediately vacate the meeting room premises. In such event, Client will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

- **WorkVine209 Insurance Requirements**

Applicant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with AM Best ratings of no less than A: VII or otherwise acceptable to WorkVine209.

1. Commercial general liability at least as broad as ISO CG 0001(per occurrence) \$1,000,000 With an edition date prior to 2004 or its equivalent (aggregate) 1 \$2,000,000
2. Business auto coverage at least as broad as ISO CA 0001 2 (per accident) \$1,000,000
3. Errors and Omissions liability 3(per claim & agg.) \$1,000,000
4. Workers Compensation Statutory Employer's Liability \$1,000,000

If insurance applies separately to this project/location, aggregate may be equal to per occurrence amount. Limits may be met by a combination of primary and excess insurance, but excess shall provide coverage at least as broad as specified for underlying coverage.

Auto liability insurance shall cover owned, non-owned and hired autos. If APPLICANT owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. If APPLICANT, its agents, employees, or volunteers, will use personal autos in any way on this project, APPLICANT, its agents, employees, or volunteers, shall provide evidence of personal auto liability coverage and a valid driver's license.

APPLICANT shall provide on a policy form appropriate to profession. If on a claim made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.

Sole Proprietors must provide representation of their exempt status. If permissibly self-insured, the APPLICANT must provide a copy of the Certificate of Consent to Self-Insure and proof of excess insurance.

Endorsements:

All policies shall contain or be endorsed to contain the following provisions:

Coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the entity unless canceled for non-payment, and then ten (10) days' notice shall be given.

Commercial General Liability policies are to contain, or be endorsed to contain the following provisions:

For any claims related to this project, the applicant's insurance coverage shall be primary, and any insurance or self-insurance maintained by the Workvine209 shall be excess of the applicant's insurance and shall not contribute with it.

Workvine209 its officers, officials, employees, and volunteers are to be named as additional insured on the Certificate of insurance Workers Compensation Insurance is to be endorsed waiving the right to subrogate against the Workvine209, its officers, officials, employees, or volunteers.

Other Insurance Provisions

No policy required by this section shall prohibit the APPLICANT from waiving any right of recovery prior to loss. APPLICANT hereby waives such right about the indemnities.

All insurance coverage and limits provided by APPLICANT and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

Verification of Coverage and Certificates of Insurance

Applicant shall furnish Workvine209 with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall refer to policy numbers. All certificates and endorsements are to be received and approved by Workvine209 before work/ usage of facility and must be in effect for the duration of the usage of the facility. Workvine209 reserves the right to require complete copies of all required policies and endorsements.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (Printed):** \_\_\_\_\_