

ACRE Coworking TERMS of SERVICE

1. THE LINGO

- **“Main Premises”** means the Premises in which the Office Space is located, as set forth in the Membership Details form.
- **“Member”** A person provided a service by ACRE Coworking, including but not limited to; Associate Member; Shared Desk; Shared Desk Plus; Dedicated Desk; Dedicated Desk Plus; Private Desk; Conference Room; Bike Storage; Personal Locker Storage; Day Pass; Hosting/Domain Purchase; Website Design and Build.
- **“Office Space”** means the workspace location(s) assigned to you.
- **“Premises”** means a building or a portion of a building in which ACRE Coworking offers or plans to offer offices, workstations, other workspaces, and/or other services to Members.
- **“Start Date”** means the date you delivered payment for a given service provided by ACRE Coworking.
- **“ACRE Coworking,” “we” or “us”** means the ACRE Coworking entity you are contracting with, which may be amended by ACRE Coworking from time to time.
- **“You”** means the person or other entity who agreed to these Terms of Service; either by purchasing a service from ACRE Coworking ,or; by use of the Premises under the benefit conferred by the purchase of that service.

2. THE BENEFITS OF MEMBERSHIP

(a) Services. Subject to the terms of service of this agreement, including any attachments, exhibits, and addenda (including any additional or supplemental Membership Details form) (collectively, the **“Agreement”**) and any other policies we make available to you from time to time, during the Term (defined below), ACRE Coworking will use commercially reasonable efforts to provide you the services described below. These services are referred to in this Agreement as the **“Services”**.

- Non-exclusive access to the Office Space.
- Regular maintenance of the Office Space, consistent with the maintenance provided to similar workspaces in the Premises, provided that we will not be responsible for damage exceeding normal wear and tear;
- Furnishings for the Office Space of the quality and in the quantity typically provided to other ACRE Coworkin g members with similar office space, workstations, and/or other workspace, as applicable, in the Premises;
- Access to and use of the shared Internet connection;
- Use of the printers, copiers and/or scanners made publicly available in the Premises;
- Use of the conference rooms in any ACRE Coworking Premises during such Premises' Regular Business Hours on Regular Business Days, subject to availability and your prior reservation of such conference rooms. All instances of conference rooms use is subject to the final approval of ACRE Coworking and such use may be denied or modified for operational reasons or to ensure equitable access;
- Heat and air-conditioning in the Office Space during Regular Business Hours on Regular Business Days;
- Opportunity to participate in members-only events, benefits and promotions;

(b) Business Hours/Days. **“Regular Business Hours”** are generally from 9:00 a.m. to 6:00 p.m. on Regular Business Days in the time zone where the applicable Office Space is located, with the exception of days prior to local bank/government holidays, when Regular Business Hours end at approximately 2:00 p.m. **“Regular Business Days”** are all weekdays, except local bank/government

holidays and up to three other days of which we will inform you.

(c) Our Reserved Rights. We are entitled to access your Office Space, with or without notice, in connection with our provision of the Services, for safety or emergency purposes or for any other purposes. We may temporarily move furniture contained in your Office Space. We reserve the right to alter your Office Space, provided that we will not do so in a manner that substantially decreases the square footage of your assigned Office Space or related amenities. We may also modify or reduce the list of Services or furnishings provided for your Office Space at any time. The Services may be provided by us, an affiliate or a third party.

(d) Office Space Not Timely Available. If we are unable to make the Office Space available by the Start Date for any reason, including due to (i) changes in construction plans, delays in obtaining permits, or any other obstacles in procuring space in any Premises, or (ii) delays caused by you or by changes requested by you, we will not be subject to any liability related to such inability, nor will such failure affect the validity of this Agreement. In this event, except as set forth in this Agreement, you will not be obliged to make payments of the Membership Fee until the Office Space is made available to you.

3. MEMBERSHIP FEES; PAYMENTS

(a) Payments Due Upon Signing. Upon joining ACRE Coworking you will be obligated to deliver to us, in the amount(s) set forth in the invoice received (l) membership fee in the amount indicated.

(b) Membership Fee. During the Term (defined below) of this Agreement, we will process payment for your Membership Fee and other then-outstanding fees, in advance, monthly. You shall be responsible for having the necessary funds available in your payment account at all times. On each anniversary of the Start Date, the Membership Fee for the year will automatically increase by three percent (3%) of the previous year's Membership Fee.

(c) Invoices; Financial Information. ACRE Coworking will send or otherwise provide invoices and other billing-related documents, information and notices to you unless a different Billing Contact has been provided by you.

(d) Late Fees. If payment for the Membership Fee or any other accrued and outstanding fee is not made within 10 business days of your Membership Fee billing date, you will be responsible for paying the then-current late charge. The late fee is 10% of the outstanding invoice.

(e) Form of Payment. We accept payment of all amounts specified in this Agreement solely by direct withdrawal from your bank account or credit card. If you elect to pay via direct withdrawal, you are required to maintain sufficient money in your bank account to pay the fees described in this Agreement and to inform us promptly of any changes to the account. If you elect to pay via credit card, you are required to inform us promptly of any changes to your credit card information and must ensure that you replace such credit card and update the relevant information prior to its expiration date. Only a single checking, savings or credit card account may be used at any given time to make payments under this Agreement. If payment via credit card fails on two occasions, we may require you to make payments via direct withdrawal.

(f) Outstanding Fees. When we receive funds from you, we will first apply funds to any balances which are in arrears and to the earliest month due first. Once past balances are satisfied, any remaining portion of the funds will be applied to current fees due. If any payments remain outstanding after we provide notice to you, we may withhold Services or terminate this Agreement in accordance with section 5(b).

(h) No Refunds. There are no refunds of any fees or other amounts paid by you in connection with the Services.

4. TERM & TERMINATION

(a) Term. This Agreement will be effective when you subscribe to any ACRE Coworking plan. You initiating any payment in connection with any Services provided by or sold by ACRE Coworking also brings this Agreement into effect and constitutes your agreement to be bound by the Agreement. ("**Effective Date**"); provided that we have obligations to provide you with the Services until the later of (i) the date on which payment of your first month Membership Fee has cleared or (ii) the Start Date. If the Start Date is a Regular Business Day, you will be entitled to move into the Office Space after 11 a.m. (in the Office Space's time zone) on the Start Date. If the Start Date is not a Regular Business Day, you will be entitled to move into the Office Space after 11 a.m. (in the Office Space's time zone) on the first Regular Business Day after the Start Date. Following the Initial Term, a ("**Renewal Term**"). The Initial Term and all subsequent Renewal Terms shall constitute the "**Term**". The default Initial Term shall commence on the Start Date and end one (1) month after the Start Date.

(b) Termination After the Start Date by You; Changes in Office Space. Except as set forth in this section, you may terminate this Agreement by delivering to us the ACRE Coworking Exit Form ("**Exit Form**") at least one (1) full calendar month prior to the month in which you intend to terminate this Agreement ("**Termination Effective Month**"). **The termination will become effective on the last Regular Business Day of the Termination Effective Month; provided that the Agreement is not terminable during the Initial Term.** During the Initial Term, if you deliver an Exit Form to ACRE Coworking at least one (1) full calendar month before the end of the Initial Term, you may terminate the Agreement as early as the last Regular Business Day of the Initial Term. Any Exit Form delivered to ACRE Coworking during the Initial Term but less than one (1) full calendar month before the end of the Initial Term shall become effective in accordance with

the rest of this section 4(b). For instance, if you would like to terminate this Agreement on the last Regular Business Day of April, the last opportunity to deliver the Exit Form to us would be on March 31. The Exit Form needs to be completely filled out and signed by You. You will not be entitled to pro ration with respect to the last month's Membership Fee. For instance, if you vacate your Office Space before the last Regular Business Day of April, you will still owe us the full Membership Fee for the month of April. On the last Regular Business Day of the month, you must vacate the Office Space no later than 4:00 p.m. Changes in Office Space, to the extent you have already occupied a different Office Space, will also require compliance with the termination obligations set forth in this Section 5 for the Office Space being vacated.

(c) Termination or Suspension After the Start Date by Us. We may withhold Services or immediately terminate this Agreement: (i) upon breach of this Agreement by you; (ii) upon termination, expiration or material loss of our rights in the Premises; (iii) if any outstanding fees are still due after we provide notice to you; (iv) if you fail to comply with the terms of service of this Agreement or any other policies or instructions provided by us; or (v) at any other time, when we, in our reasonable discretion, see fit to do so. You will remain liable for past due amounts, and we may exercise our rights to collect due payment, despite termination or expiration of this Agreement.

(d) Removal of Property Upon Termination. Prior to the termination or expiration of this Agreement, you will remove all of your, your and guests' property from the Office Space and the Premises. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in or on the Office Space or Premises after the termination or expiration of this Agreement and will not have 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 for paying 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.

5. HOUSE RULES

In addition to any rules, policies and/or procedures that are specific to your Main Premises:

(a) You acknowledge and agree that:

- Items provided by us to gain physical access to the Premises or the Office Space remain our property. You will safeguard our property and you will be liable for replacement fees should any such property be lost, stolen or destroyed;
- you shall promptly notify us of any change to your contact and payment information;
- we will provide notice to you of any changes to services, fees, or other updates by emailing the email addresses provided by you. It is your responsibility to read such emails and to ensure you are aware of any changes;
- for security reasons, we may, but have no obligation to, regularly record certain areas in the Premises via video;
- we may disclose information about you as necessary to satisfy any applicable law, rule, regulation, legal process or government request or as we otherwise deem reasonably necessary for the protection of us or other members;
- you will abide by other rules and regulations as determined by us and communicated to you, including by email. We may add, delete or amend the rules and regulations at our reasonable discretion and with notice to you, provided that neither the enforcement of such rules nor the additions, deletions or amendments of such rules shall be discriminatory—that is, such rules or additions will similarly apply to all other Members with Office Space in the Premises receiving similar services;
- common spaces are to be enjoyed by all our members and guests unless otherwise instructed by us, and are for temporary use and not as a place for continuous, everyday work;
- furniture provided by ACRE Coworking can support varying amounts of weight depending on the piece, as such ACRE Coworking cannot make any guarantee as to their suitability for use by You or your guests, any use of the furniture by You or your guests is at your sole risk;
- you have no expectation of privacy with respect to ACRE Coworking's Internet connection, networks, telecommunications systems or information processing systems (including any stored computer files, email messages and voice messages), and your activity and any files or messages or using any of those systems may be monitored at any time without notice, including for security reasons and to ensure compliance with ACRE Coworking's policies, regardless of whether such activity occurs on equipment owned by you or ACRE Coworking; and
- notwithstanding any rights under trademark or copyright law and any rights of publicity, privacy or otherwise, and without further compensation, we may and hereby are authorized to use, in connection with promotion of our and our partners' businesses, products and services during and after the Term, (i) your name, trademark, service mark, logo, trade dress and other identifiers and intellectual property and (ii) the names, likenesses, and voices of you, each of your guests when they are in any Premises (regardless of whether or not your specific Office Space is located in such Premises). We will use commercially reasonable efforts to obtain your prior written consent for our use of the items described in clause (i) of the immediately preceding sentence. You will ensure that you have obtained, in writing, all licenses, permissions, consents, rights and release necessary, including without limitation from any members, guests or other third parties, in order to grant to us the rights and licenses set forth in this section.

(b) No Member will:

- perform any activity that is reasonably likely to be disruptive or dangerous to us or any other Members or our or their employees, guests or property, including without limitation the Office Space or the Premises;
- Solicit any other persons in the Premises;
- Restrict or inhibit any other user from using and enjoying the services;
- Defame, abuse, harass, stalk, threaten or violate the legal rights of others;
- Create a false identity for the purpose of misleading others;
- Obstruct any entranceway, create any circumstances of disrepair or damage any ACRE Coworking property or the Premises;
- Place anything in the common areas which may in ACRE Coworking's judgment, appear unsightly;
- Bring, use or keep any kerosene, gasoline or inflammable or combustible fluid or material on the Premises;
- Use the name of, or any picture of, the Premises in connection with promoting or advertising Client's business without prior written consent;
- Sell or cause to be sold items or services at retail in or from the Premises;
- Conduct any auction nor permit any fire or bankruptcy sale, nor store goods, wares or merchandise on the Premises;
- Create unreasonable noise on the Premises that will disturb others;
- Use any communication devices in a manner that will disrupt others;
- Make any changes in the Office Space or the Premises (including but not limited to rearranging furniture);
- Store, manufacture or sell explosives, flammables or other dangerous substance, chemical, thing or device from, in, and around the Premises;
- Smoke on the Premises, as ACRE Coworking is a non-smoking zone;
- Bring infants and/or children under the age of 18 onto the Premises;
- Bring any pets/animals onto the Premises;
- Use the Premises or services to conduct or pursue any illegal activities;
- Use the Premises or services to conduct any activity that is generally regarded as offensive;
- Use the Premises or services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message(s)
- Use the Services in connection with any multi-level marketing
- Attach or affix any items to the walls or make any other alterations to the Office Space or Premises, or install antennas or telecommunication lines or devices in the Office Space or the Premises or bring any additional furniture into the Office Space or the Premises, in each case without our prior written consent;
- misrepresent himself or herself to the ACRE Coworking community, either in person or on the ACRE Coworking member Network;
- take, copy or use any information or intellectual property belonging to other Members or guests, including without limitation personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same, and this provision will survive termination of this Agreement;
- use the Office Space or Premises in a "retail", "medical", or other nature involving frequent visits by members of the public;
- make any copies of any keys or other means of entry to the Office Space or the Premises to lend, share or transfer any keys or keycards to any third party, unless authorized by us in advance; or
- allow any guest(s) to enter the building without performing any required steps according to our policies.

6. ADDITIONAL AGREEMENTS

(a) Technology Release. In order to utilize all the functionalities offered by us, it may be necessary to install software onto a Member's computer, tablet, mobile device or other electronic equipment. In addition, from time to time, at a Member's request, we or an affiliate, or our or their agent or service provider, may help troubleshoot problems a Member may have in trying to access certain functionalities, such as printing or accessing the Internet. Regarding the foregoing, you agree that we and our affiliates:

- are not responsible for any damage to any Member's computer, tablet, mobile device or other electronic equipment, or otherwise to Member's system, related to such technical support or downloading and installation of any software;
- do not assume any liability or warranty in the event that any manufacturer warranties are voided; and
- do not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support.

(b) Waiver of Claims. To the extent permitted by law, you, on your own behalf and on behalf of your, employees, agents, guests and invitees, waive any and all claims and rights against us and our landlord at the Main Premises and our or its affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, the **"ACRE Coworking Parties"**) resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet.

(c) Limitation of Liability. The aggregate monetary liability of any of the ACRE Coworking Parties to you or your employees, agents, guests or invitees for any reason and for all causes of action, will not exceed the total Membership Fees paid by you to us under this Agreement in the twelve (12) months prior to the claim arising. None of the ACRE Coworking Parties will be liable under any clause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption. You acknowledge and agree that you may not commence any action or proceeding against any of the ACRE Coworking Parties, whether, in contract, tort, or otherwise, unless the action, suit, or proceeding is commenced within one (1) year of the cause of action's accrual.

(d) Indemnification. You will indemnify the ACRE Coworking Parties from and against any and all claims, liabilities, and expenses including reasonable attorneys' fees, resulting from any breach of this Agreement by you or your guests, invitees, pets or any of your or their actions or omissions. You are responsible for the actions of and all damages caused by all persons and pets that you or your guests invite to enter any of the Premises, such damage, outside of what is deemed to be normal wear and tear will be charged to your credit card in an amount to cover the cost of related repair, replacement and or/cleaning. You shall not make any settlement that requires a materially adverse act or admission by us or imposes any obligation upon any of the ACRE Coworking Parties without our written consent. None of the ACRE Coworking Parties shall be liable for any settlement made without its prior written consent.

(e) Insurance. You are responsible for maintaining, at your own expense and at all times during the Term and for a period of two (2) years after, personal property insurance and commercial general liability insurance covering you for property loss and damage, injury to you and your guests or pets or prevention of or denial of use of or access to, all or part of the Premises, in form and amount appropriate to your business. You will ensure that ACRE Coworking and the landlord of the applicable Premises shall each be named as additional insureds on any such policies of insurance and that you waive any rights of subrogation you may have against ACRE Coworking and the landlord of the applicable premises. You shall provide proof of insurance upon our request.

(f) Pets. If the Office Space is in Premises designated by us to be one in which pets are permitted, and if any Member plans on regularly bringing a pet into the Office Space or otherwise into the Premises, we may require this Member to produce proof of vaccination for such pet in a form satisfactory to us. All pets should remain inside the Office Space unless accompanied by a Member. If you bring a pet into the Premises, you will be responsible for any injury or damage caused by this pet to other members or guests or to the property of ACRE Coworking or any employees, members or guests. None of the ACRE Coworking Parties will be responsible for any injury to such pets. We reserve the right to restrict any Member's right to bring a pet into the Premises in our sole discretion.

(g) Other Members. We do not control and are not responsible for the actions of other Members, or any other third parties. If a dispute arises between members or their invitees or guests, we shall have no responsibility or obligation to participate, mediate or indemnify any party.

7. ARBITRATION AND CLASS ACTION WAIVER

(a) Governing Law. This Agreement and the transactions contemplated hereby shall be governed by and construed under the law of the State of Maryland, U.S.A. and the United States without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods or Maryland's or any other implementation of the Uniform Computer Information Transactions Act.

(b) Venue. Except that either party may seek equitable or similar relief from any court of competent jurisdiction, any dispute, controversy or claim arising out of or in relation to this Agreement, or at law, or the breach, termination or invalidity of this Agreement, that cannot be settled amicably by agreement of the parties to this Agreement shall be finally settled in accordance with the arbitration rules of American Arbitration Association then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Cumberland, Maryland, U.S.A.

(c) Proceedings; Judgment. The proceedings shall be confidential and in English. The award rendered shall be final and binding on both parties. Judgment on the award may be entered in any court of competent jurisdiction. In any action, suit or proceeding to enforce rights

under this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs and expenses of every kind in connection with the action, suit or proceeding, any appeal or petition for review, the collection of any award or the enforcement of any order, as determined by the arbitrator(s) or court, as applicable. This Agreement shall be interpreted and construed in the English language, which is the language of the official text of this Agreement.

(d) Class Action Waiver. Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. You and we also agree not to participate in claims brought in a private attorney general or representative capacity, or any consolidated claims involving another person's account, if we are a party to the proceeding. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

8. MISCELLANEOUS

(a) Nature of the Agreement; Relationship of the Parties.

Your agreement with us is the commercial equivalent of an agreement for accommodation in a hotel. The whole of the Office Space remains our property and in our possession and control. We are giving you the right to share with us the use of the Office Space so that we can provide the Services to you. Notwithstanding anything in this Agreement to the contrary, you and we agree that our relationship is not that of landlord-tenant or lessor-lessee and this Agreement in no way shall be construed as to grant you or any Member any title, easement, lien, possession or related rights in our business, the Premises, the Office Space or anything contained in or on the Premises or Office Space. This Agreement creates no tenancy interest, leasehold estate, or other real property interest. The parties hereto shall each be independent contractors in the performance of their obligations under this Agreement, and this Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose. Neither party will in any way misrepresent our relationship.

(b) Updates to the Agreement. Changes to the House Rules will be governed by section 5(a) of this Agreement. With respect to other sections of this Agreement, we may from time to time update this Agreement and will provide notice to you of these updates. You will be deemed to have accepted the new terms of the Agreement following the completion of 10 business days after the date of notice of the new update(s). Continued use of the Office Space or Services beyond this time will constitute acceptance of the new terms.

(c) Waiver. Neither party shall be deemed by any act or omission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party.

(d) Subordination. This Agreement is subject and subordinate to our lease with our landlord of the Premises and to any supplemental documentation and to any other agreements to which our lease with such landlord are subject to or subordinate.

(e) Extraordinary Events. ACRE Coworking will not be liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform as required by this Agreement (with the exception of any obligations on your part to pay any sum of money due to us under this Agreement) as a result of any causes or conditions that are beyond ACRE Coworking's reasonable control, including without limitation any delays or changes in construction of, or ACRE Coworking's ability to procure any space in, any Premises.

(f) Severable Provisions. Each provision of this Agreement shall be considered separable. To the extent that any provision of this Agreement is prohibited, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under applicable law.

(g) Survival. Sections 1, 2(c), 3 (to the extent any payments remain outstanding), 4(b), 4(f), 6(a) through 6(e), 6(g), 7 and 8 and all other provisions of this Agreement reasonably expected to survive the termination or expiration of this Agreement will do so.

(h) Notices. Any and all notices under this Agreement will be given via email, and will be effective on the first business day after being sent. All notices will be sent via email to the email addresses provided by you upon sign up, except as otherwise provided in this Agreement. ACRE Coworking may send notices to either (or both) the Member or the Authorized Signatory, as ACRE Coworking determines in its reasonable discretion. Notices related to the physical Office Space, Premises other Members or other issues in the Premises should be sent by the member. Notices related to this Agreement or the business relationship between you and ACRE Coworking individuals within your company containing inconsistent instructions, the Authorized Signatory's notice will control unless we decide otherwise in our reasonable discretion.

(i) Headings; Interpretation. The headings in this Agreement are for convenience only and are not to be used to interpret or construe any provision of the Agreement. Any use of "including", "for example" or "such as" in this Agreement shall be read as being followed by "without limitation" where appropriate.

(j) No Assignment. You may not transfer or otherwise assign any of your rights or obligations under this Agreement (including by operation of law) without our prior consent. We may assign this Agreement without your consent.

(k) OFAC. You hereby represent and warrant that (i) you are or will be, at any time during the Term, an entity or individual listed on the Specially Designated Nationals and Blocked Persons List published by the U.S. Department of Treasury, as updated from time to time and (ii)

you will not, at any time during the Term, engage in any activity under this Agreement, including the use of Services provided by ACRE Coworking in connection with this Agreement, that violates applicable U.S. economic sanctions laws or causes ACRE Coworking to be in violation of such U.S. economic sanctions laws.

(l) Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and shall not be changed in any manner except by a writing executed by both parties or as otherwise permitted herein. All prior agreements and understandings between the parties regarding the matters described herein have merged into this Agreement.