

RAW Membership Agreement

RAW SPACE COLLABORATIVE offers a shared, community-driven workspace for location-independent workers, entrepreneurs and students. It started as a way to honor life, to harness creativity and to be a community hub. Now, it exists *because of you and for you*. As a member, you will not just be a customer of RAW; you'll be an active part of what RAW is and does for you and for other people in the community.

Membership Features

Hourly, Daily, Monthly Rates

People interested in dropping in, may do so for an hourly or day rate, provided there is sufficient space. You are suggested to contact us ahead of time for availability at RAWSpaceCO@gmail.com. Access to the space is during normal operating hours (9:00a – 5:00p Monday thru Friday, excluding holidays).

The CoLab Shared Space

M-F 9a-5p: \$5/hour for first three hours, \$4/hour for additional hours

- Kitchen access
- Complementary water and coffee
- Access to any Available Hot-Desk
- Blazing Fast Wi-Fi

The Observer Membership (\$75/month)

- Virtual Office
- Mail Service
- Open & Scan
- Mail Forward
- Recycle
- Shredding
- Schedule Onsite Pickups
- Schedule Doorstep Delivery

The Professional Membership (\$95/month)

- Access to The Lab during normal operating hours (9:00a – 5:00p Monday thru Friday, except holidays), as well as freedom to use the space during other hours if a manager will be present.
- Kitchen access
- Complementary water and coffee
- Access to any Available Hot-Desk
- 22% off Conference Room Bookings
- Blazing Fast Wi-Fi
- Member Printing prices
- Networking Events
- VOM add-on \$45/month

The *Prodigy* Membership (\$195/month)

- 24/7 Access to The Lab
- 1 RFID key fob
- Kitchen access
- Complementary water and coffee
- Access to any Available Hot-Desk
- Included 1 hour monthly to the Chandelier Conference room
- 30% off Conference Room Bookings
- Blazing Fast Wi-Fi
- Member Printing prices
- Networking Events
- VOM add-on \$35/month

The *Intellect* Membership (\$295/month)

- 24/7 Access to The Lab
- 1 RFID key fob
- Kitchen access
- Complementary water and coffee
- Dedicated Desk
- Included 2 hours monthly to the Chandelier Conference room
- 35% off Conference room bookings
- Blazing Fast Wi-Fi
- Member Printing prices
- Networking Events
- Name and Logo presented on Facebook page and Lobby TV
- VOM add-on \$25/month

The *Leader* Membership (Private Office - \$600+)

Choose from 1-, 3-, 6- and 12-month memberships

- Single User (Add-on memberships are available)
- 1 RF-ID key (for front door) and 1 key for your door
- 24/7 access
- Kitchen access
- Complementary water and coffee
- Included 4 hours monthly to the Chandelier Conference room
- 50% off additional conference room hours
- Blazing Fast Wi-Fi
- Member Printing prices
- Networking Events
- Name and Logo presented on Facebook page and Lobby TV
- Can advertise on approved glass surfaces
- VOM Included

The Creator Add-on Membership (Available for Leader members only - \$95)

- 24/7 Access
- 1 RFID key fob
- Kitchen access
- Complementary water and coffee
- Blazing Fast Wi-Fi
- Networking Events
- Must be authorized by Primary Member and RAW Management

Conference Rooms and Meeting Space

The Chandelier Conference Room

M-F 9a-5p: \$80 hourly rate (no minimum)

5:30p-10p: \$100 hourly rate (2-hour minimum, 4-hour maximum)

- Room can be configured to seat 30+ humans
- Full media package
- Full support setting up your meetings or events (i.e. technology, or seat arrangement)
- Booked on a daily or an hourly basis
- Kitchen Access
- Complementary water and coffee

The Chandelier plus CoLab

5:30p-10p: \$150 hourly rate (2-hour minimum, 4-hour maximum)

Weekend: \$200 hourly rate (3-hour minimum)

- Approximately 1600 sq ft event space with flexible arrangements
- Up to 150 humans
- Full media package
- Full support setting up your meetings or events (i.e. technology, or seat arrangement)
- Kitchen Access
- Furnishings that exist are available, some additional chairs or tables may be available for an additional fee

Payment Methods & Terms

Members will be invoiced via Quickbooks and may pay with ACH Debit or by Visa, Mastercard or Discover. All membership payments are due on the **first (1st) business day of each month**.

RAW reserves the right to charge late fees and/or withhold services if payments are not received on time.

TERMS OF USE

Definitions

- “Us” or “RAW” means RAW Space Collaborative, LLC, or its assignee.
- “You” or “Member” means the company or individual listed on the Membership form.
- “Primary Member” means the individual listed as the Signatory.
- “Premises” means any RAW Space Collaborative office space at which the Services are provided, including that listed on the Membership Form.
- “Fellow Member” means any entity or individual which is a member of RAW Space Collaborative but is not the Member.
- “TOU” means these Terms of Use.
- “Membership Agreement” means the membership agreement consisting of the TOU, the Membership Form, the Community and Facility Rules and the Internet Policy.
- “Authorized Signatory” means an individual authorized to legally bind your company
- “Authorized User” means each person you authorize on your User List as being allowed to receive the Services (defined below)

1. Acceptance of Terms.

a) This Agreement will be effective once signed by Member. Member will be entitled to the Services (defined below) and benefits of RAW once payment is made by Member of all deposit and Membership fees, subject to the terms of this Membership Agreement. RAW reserves the right to modify and/or update the TOU, Community and Facility Rules and the Internet Policy from time to time. If RAW changes the TOU or the Community and Facility Rules, we will post the modification on our website or otherwise and provide you with notice of the modification.

b) Each Membership will terminate upon the earlier of the termination of the Agreement, your removal of a Member from the Member List or our notification to you that a Member violated these Terms and Conditions. If the Start Date is a Business Day, the Members will be entitled to move into the office space on the Start Date. If the Start Date is not a Business Day, the Members will be entitled to move into the office space on the first Business Day after the Start Date.

c) Cancellation Prior to Start Date by you. You may cancel this Agreement prior to the Start Date upon delivery of notice to RAW and may be entitled to a full or partial refund of the commitment fee upon the following terms: (i) if notice of termination is received by RAW more than twenty one (21) days prior to the Start Date, you will be refunded all fees paid by you and received by RAW; and (ii) if notice of termination is received by RAW less than twenty one (21) days from the Start Date, you will be refunded fifty percent (50%) of the commitment fee.

d) Office Space Not Timely Available. If RAW is unable to make the office space available by the Start Date, RAW will not be subject to any liability therefore, nor will such failure affect the validity of this Agreement. In this event, you will not be obligated to make payments of the Membership fee until the office space is made available to you. If the office space is not made available to you within fifteen (15) days of the Start Date, you may terminate this Agreement by providing RAW with notice of such termination at any time before the office space is made available to you. If you elect to terminate Membership under this provision, RAW will refund to you all fees paid by you and received by RAW.

e) Termination After the Start Date by You. You may terminate this Agreement by delivering to RAW an exit form executed by the Primary Member at least thirty (30) days prior to

the termination. You expressly agree that you may specify only the last business day of the calendar month as the termination date and you will not be entitled to proration with respect to such last month's Membership fee. For example, if you deliver a 30-day termination notice on March 15, the termination will not be effective until April 30. This paragraph also applies to changes of office space within the Premises initiated by you. On such last business day, you must vacate the office space no later than 4:00 p.m.

f) Termination After the Start Date by RAW. RAW may immediately terminate this Agreement: upon breach of this Agreement by you or any Member; upon termination of our rights in the Premises; or at any other time, when RAW, in our reasonable discretion, see fit to do so. You will remain liable for past due amounts and RAW may exercise our rights to collect due payment despite termination of this Agreement.

g) Early Termination Fee: For Members who have negotiated terms based on agreements longer than a single month, RAW reserves the right to charge Member an Early Termination Fee up to one month's full Membership fee. Members who inform RAW of the termination of their agreement at least 30 days in advance may not be subject to an Early Termination Fee.

h) Removal of Property upon Termination. Prior to the termination of this Agreement, you will remove all of your, the Members', and their guests' property from RAW. After providing you with reasonable notice, RAW will be entitled to dispose of any property remaining in or on the office space after the termination of this Agreement without any obligation to store such property, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible to pay any fees reasonably incurred by RAW regarding such removal. Following the termination of this Agreement, RAW will not forward or hold mail or other packages delivered to RAW.

2. **Description of Services.**

RAW may provide you with exclusive access to office space, non-exclusive access to office space, workstations, internet service (wired and/or wireless), office equipment, conference space, knowledge resources, and other services as RAW may offer from time to time pursuant to the terms of the membership plan indicated on the Membership Form (collectively, "Services"). The Services and the Membership Agreement are personal to you and may not be assigned to, transferred to or shared with any other party.

3. **Representations and Warranties.**

You hereby represent and warrant that you have all requisite legal power and authority to enter into the Membership Agreement, and that your Authorized Signatory has the authority to bind you to this Membership Agreement.

4. **Use of Services.**

a) "Regular Business Hours" are generally from 9:00 a.m. to 5:00 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.

b) You will (and will cause your Authorized Users to) comply with all relevant laws and regulations in your use of the Services at all times. Without limiting the foregoing, you agree that when on the Premises or using the Services, you (including your Authorized Users) will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; use any material or information in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party; create a false identity for the purpose of misleading others; obstruct any access to the Premises; create any circumstances of disrepair or damage any RAW property or the Premises; bring any pets onto the RAW Premises (unless permitted by law); disrupt, cause a nuisance to or interfere with any Fellow Members or Fellow Members' access to the Services; or otherwise violate this Membership Agreement, including the Community and Facility Rules.

c) If you have been assigned an office in the Building, RAW reserves the right to relocate you to a different office, offices or desks at any time, in the event of a natural disaster, building defects,

or any other occurrences deemed to protect a RAW member, staff, or client. If we are moved for any of the above circumstances, the relocation premises need to meet specific criteria that are required by our regulatory agency for statutory compliance.

d) You may designate a certain number of individuals (which number is indicated on the Membership form) to use, access, and/or receive the services in accordance with this Membership agreement. All authorized users must be designated in writing to RAW prior to being entitled to the Services. You may replace an Authorized user at any time by causing the member contact to send an email to Rawspaceco@gmail.com which email must include the name(s) and email address(es) of the departing and new Authorized user and the effective date of the change. The changes will not take effect until RAW confirms in writing that it has accepted and applied the change. An authorized user will no longer be allowed access to the services upon the earlier of (1) the termination or expiration of this membership agreement; (2) your removal or replacement of such authorized user or (3) Authorized users notification to you that such individual is terminated as an authorized user. RAW may terminate an individual as an Authorized user in RAW or discretion, however, RAW will endeavor not to terminate any individual as an authorized user unless such individual has caused Fellow Members to complain to RAW or if such individual violated this membership agreement (including the Community and Facility Rules and Internet Policy). If the number of Authorized Users or individuals regularly using your Office Space exceeds the number allocated on the membership form, you will be required to pay the then-current additional applicable fee. RAW reserves the right to limit the number of authorized users allowed at any point. By sending RAW a request to add an individual as an authorized user you are representing and warranting that you have obtained all necessary consent from such an individual to provide to RAW the contact or other information about such individual.

5. **Payment Terms.**

a) Upon submitting a signed and completed Membership Agreement, and Agreement Deposit, you will deliver to us the monthly fee contained in your Membership Agreement (the "Member Fee") for the first month without demand, prorated as of the number of days remaining in such month. Afterward, you will pay the Member Fee monthly, in advance, on the first day of the month. Should the Member not fulfill their obligations per this Agreement, including paying the first monthly fee within seven business days of the first Pay Date listed in this Agreement, the Agreement Deposit shall be forfeited.

b) You agree to pay the monthly fee via an Automated Clearing House (ACH) debit transaction, other preauthorized electronic fund transfer, or major credit card. You are responsible for paying any fees of your financial institution associated with the pre authorized payment.

c) RAW reserves the right to terminate the Membership Agreement and cease all Services in the event of a late payment, including any payment which is late due to insufficient funds. In the event that RAW does not exercise this right, you shall pay a late fee of 10% on all overdue balances and the Agreement Deposit shall be forfeited. RAW's waiver of its termination right for any late payment shall not be deemed a waiver of such right as to any future late payment. RAW reserves the right to withhold the Services, including barring your entry to the Premises while there are any outstanding fees and/or interest. You agree to waive any and all rights of set off as to the Member Fee.

d) The Agreement Deposit is not a Member Fee and shall not be applied to monthly Membership Fees for any monthly fees associated with this Agreement.

6. **Nature of this Agreement.**

This Membership Agreement is intended by the parties to be analogous to an agreement for accommodation in a hotel. The whole of the Premises remains our property, and in our possession and control. We are giving you the right to share with us the use of the Premises so that we can provide the Services to you. Notwithstanding anything in this Membership Agreement to the contrary, you and we agree that our relationship is not that of landlord-tenant or lessor-lessee and this Membership Agreement in no way shall be construed as to grant you or any Fellow Member any title, easement, lien, possession or related rights in our business, the Premises or anything contained in or on the Premises. This Membership

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 Membership Agreement, and this Membership 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.

7. RAW Required Disclosures.

RAW reserves the right at all times to disclose any information about you and/or your participation in and use of the Services as RAW deems reasonably necessary to satisfy any applicable law, regulation, legal process or governmental request.

8. Confidentiality.

- (a) You acknowledge and agree that during your participation in and use of the Services you may be exposed to nonpublic, confidential or proprietary information, including any information that you know or have reason to know should be treated as confidential ("Confidential Information") about or proprietary to RAW or Fellow Members; and that RAW and Fellow Members may be exposed to or have access to your Confidential Information.
- (b) You will (and will cause your Authorized Users to): (a) maintain all Confidential Information in strict confidence; (b), not disclose Confidential Information to any third parties; and (c) not use Confidential Information in any way directly or indirectly detrimental to RAW or any other member or any user of the Services.
- (c) All Confidential Information remains the sole and exclusive property of the respective disclosing party. You acknowledge and agree that nothing in the Membership Agreement or your participation in or use of the Services, will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of RAW or any member or any user of the Services. Notwithstanding the foregoing, you hereby waive any and all claims against RAW for any exposure or use of your Confidential Information.
- (d) You agree that this Membership Agreement, and any documentation or correspondence related thereto (including in the context of any dispute) is Confidential Information.

9. Our Reserved Rights.

RAW may enter the Premises at any time for any purpose. RAW may suspend or discontinue any portion of the Services for any reason at any time, however, RAW will attempt to notify its members verbally or electronically in advance of such suspension or discontinuance, except in the case of routine maintenance or emergency. RAW may modify or reduce the furnishings in the Premises at any time.

10. Waiver and Disclaimer of Warranties.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RAW PROVIDES THE SERVICES "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIMS 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, AND/OR LACK OF NEGLIGENCE. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF PARTICIPATION IN OR THE USE OF, THE SERVICES AND THE PREMISES, REMAINS WITH YOU AND YOU HEREBY WAIVE ALL RIGHTS OF RECOVERY FOR ANY LOSS RELATED TO YOUR ACCESS TO, PARTICIPATION IN OR USE OF THE SERVICES, INCLUDING IN THE CASE SUCH LOSSES ARE THE RESULT OF RAW'S NEGLIGENCE.

11. Exclusion of Incidental, Consequential and Certain Other Damages.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RAW OR ITS SUBSIDIARIES (WHETHER OR NOT WHOLLY OWNED), AFFILIATES, DIVISIONS, AND THEIR PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, SHAREHOLDERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS ("CTRL AFFILIATES"), JOINTLY AND INDIVIDUALLY BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY

WAY RELATED TO THE PARTICIPATION IN OR INABILITY TO PARTICIPATE IN OR USE THE SERVICES OR THE PREMISES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS MEMBERSHIP AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF RAW, AND EVEN IF RAW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Limitation of Liability and Remedies.

THE ENTIRETY OF YOUR RIGHTS UNDER THIS MEMBERSHIP AGREEMENT ARE ENFORCEABLE ONLY AGAINST RAW, AND YOU HEREBY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL RIGHTS OF RECOVERY WHICH YOU MAY HAVE AGAINST ANY RAW AFFILIATE.

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF RAW OR RAW AFFILIATES UNDER ANY PROVISION OF THIS MEMBERSHIP AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY YOU UP TO A MAXIMUM OF THE TOTAL FEES PAID BETWEEN THE DATE YOU STARTED USING THE SERVICES AND THE DATE ON WHICH THE CLAIM ARISES.

13. Termination.

- (a) RAW may immediately terminate this Membership Agreement: (i) upon breach of this Membership Agreement by the Member; (ii) upon termination, expiration or material loss of our rights in the Premises; (iii) if any outstanding fees are late; (iv) if you fail to comply with the terms and conditions of the Membership 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; should RAW terminate membership the member(s) will have 72 hours to retrieve all of their office and personal items from the location.
- (b) Upon termination of the Membership Agreement, you agree to immediately remove any and all of your personal property from the Premises. Any property left behind is forfeited and may be destroyed. You will remain liable after termination for past due amounts, and we may exercise our rights to collect due payment, which may include collection and legal fees, despite termination or expiration of this Membership Agreement.
- (c) Upon expiration of this Agreement, Member shall be required to give a minimum of 30 days' written notice to RAW prior to cancellation of Membership.

14. 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 RAW, or any of RAW's managers, members, officers, advisors, employees, personnel, agents, policies, services or products, other than to comply with a court order or applicable law.

15. Release and Indemnity.

You release, and hereby agree to indemnify, defend and save harmless RAW Affiliates, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys' and consultants' fees and costs), judgments, fines and penalties based upon or arising out of your negligent actions, errors, omissions, willful misconduct and/or fraud in connection with the breach of this Membership Agreement by you or by your or your guests' participation in or use of the Services. You further agree that in the event that you bring a claim or lawsuit in violation of this Membership Agreement, you shall be liable for any attorneys' fees and costs incurred by RAW and RAW Affiliates in connection with the defense of such claim or lawsuit.

16. Media and Virtual Reality License.

In connection with the Services, RAW may provide you access to filming and virtual reality equipment, including, but not limited to cameras, camera mounts, lighting equipment, and backdrops. You agree that you will (and will cause your Authorized Users to) use and operate the equipment only in a careful and proper manner, within the allotted room in the Premises, in compliance with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any. Any use of such equipment must be scheduled in advance with RAW. You

represent and warrant that you will have obtained all rights, permission and licenses necessary for the production of any content using the equipment. You assume all risks of loss or damage to the equipment during your use of such equipment from any cause and agree to return it to RAW in the condition received. All damage to the equipment must be paid for within 5 days of notice from RAW. RAW may automatically charge the costs of any damage to the licensee's card on file. RAW shall have the option of requiring you to repair the equipment to a state of good working order or replace the equipment with like equipment in good repair, which equipment shall become the property of RAW. The provisions of this Section 15 are in addition to, and do not replace, any additional indemnification obligations of Member hereunder.

17. Insurance.

RAW carries liability and business personal property insurance. However, you are strongly encouraged to carry an insurance policy to cover your equipment and personal property while using the Premises. You waive any right of subrogation and right of recovery or cause of action for any damage or theft, destruction, or loss of property, or any injury including death to the extent the same is insured against under any insurance policy which you may have.

18. Internet Policy.

RAW makes no representations whatsoever as to the security of the internet, wired or wireless telecommunications systems, or hosting services provided as part of the Services, or of any data or communications system or any information that you send through or place on it, and you have no expectation of privacy with respect to such systems. RAW is not responsible for any loss of data, information, business, goodwill or otherwise as a result of such interruptions. You are responsible to protect your own computers, devices and data, information, business and goodwill from damage or interference, including but not limited to viruses or malware. You agree to abide by the terms of RAW's Internet and Privacy Policy (the "Internet Policy"), available at WWW.RAWSPACECO.COM or upon request. RAW may amend or change the terms of the Internet Policy at any time.

If RAW suspects you have violated the Internet Policy, RAW will investigate and may institute legal action, immediately deactivate Services to any account without prior notice to you, and cooperate with law enforcement authorities in bringing legal proceedings against violators, and you agree to reasonably cooperate with RAW in all such actions. You agree to indemnify RAW for any damages to the RAW infrastructure or business caused by your violation of the Internet Policy.

19. Privacy Policy.

We may collect, process and/or use personal data about you in a variety of ways, including personal data that may be provided by you upon execution of this Agreement or during your or the Members' membership, and information that may be gathered from our security cameras located on the premises. We may collect, process, use, store and transfer personal data in accordance with applicable laws, for various purposes including facilitating the Services, perform accounting and administrative tasks, internal review and audit, compliance with obligations under applicable laws and regulations, to enforce or manage legal claims and otherwise in accordance with the Internet Policy. For the purposes stated above, we may transfer the personal data collected by us and make it available to our personnel, advisors, professionals, subcontractors, independent consultants, external third-party services providers and our affiliates.

20. Mediation and Arbitration of Disputes.

If a dispute arises between us that we cannot resolve between ourselves, the alternative dispute resolution process of this paragraph will apply. You and we shall maintain confidential the entry into, contents of or result of any alternative dispute resolution, unless required by law.

- (a) Mandatory Mediation. You and we agree that any and all disputes, claims or controversies arising out of or relating to the Membership Agreement shall be submitted to ADR, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to ADR, or its successor, for final and binding arbitration pursuant to Section 20(b) below. If, for any dispute, claim or controversy to which this Section 20 (a) applies, any party (i) commences an action without first attempting to resolve the matter through mediation before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action. We will cooperate with one another and with ADR in selecting a

mediator from the ADR panel of neutrals and in scheduling the mediation proceedings. You and we agree to participate in the mediation in good faith and to share equally in its costs.

- (b) Arbitration. Any dispute, claim or controversy arising out of or relating to this Membership Agreement or the breach, termination, enforcement, interpretation or validity hereof, including the determination of the scope or applicability of this Membership Agreement to arbitrate, shall be determined by arbitration in the same city where the real property and Membership Agreement exists, before one arbitrator who is (i) a retired judge from the Superior Court of the State where the real property and office location exists, and named County where the real property and Membership Agreement office location exists; or (ii) an attorney with at least ten (10) years of active practice in relevant areas of law. The arbitration shall be administered by ADR pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the arbitration award ("Award") may be entered in any court having jurisdiction. Nothing in this Section 20(b) shall preclude RAW from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- (c) No Class Actions. You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. You agree that you will not bring, participate in or instigate any class arbitration, class action, private attorney general action or consolidation with other arbitrations in connection with any matter arising out of or touching on this Membership Agreement, your membership in RAW, or your use of the Premises.

21. **Miscellaneous.**

- (a) Entire Agreement. The Membership Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and therein, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties pertaining to such subject matter.
- (b) Severability. In the event that any provision or portion of the Membership Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of the Membership Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.
- (c) Waivers. No waiver of any provision of this Membership Agreement shall be binding on RAW unless executed in writing by an authorized representative of RAW.
- (d) Successors and Assigns. The Membership Agreement shall be binding on your heirs, legal representatives, successors and assigns.
- (e) Notice. All notices, requests, demands or other communications for which the Membership Agreement provides shall be in writing and shall be addressed at the following addresses: (1) if to RAW: RAW Space Collaborative, 6013 Wesley Grove Blvd. Suite 208, Wesley Chapel, FL 33544, Attn: Management (2) If to you: at the address you provided in the Membership Agreement. All notices under the Membership Agreement shall be effective: (a) forty-eight (48) hours after deposit in the U.S. Mail, postage prepaid, registered or certified mail, return receipt requested; (b) upon delivery, if delivered in person to the address set forth above; or (c) upon delivery, if sent by commercial express service, such as Federal Express, except that notices of change of address shall be effective upon receipt.
- (f) Attorneys' Fees. If RAW shall bring any action for any relief against you arising out of the Membership Agreement, including arbitration pursuant to Paragraph 20 above, the non-prevailing party shall pay to the prevailing party a reasonable sum for attorneys' and consultants' fees and costs incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.
- (g) Survival. Sections 5, 10, 11, 12, 13, 15, 17, 19, 20 and all other provisions of this Agreement reasonably expected to survive the termination or expiration of this Agreement will do so.
- (h) Governing Law. The rights and obligations hereunder shall be governed by, and the Membership Agreement shall be construed and enforced in accordance with, the laws of the State where the real property and Membership Agreement exists. Venue for the resolution of any dispute arising

out of the Membership Agreement shall be the same city and state of where the office location and real property for the Membership Agreement exists.

Community and Facility Rules

These Community and Facility Rules (“Community Rules”) form a part of and are incorporated into the Membership Agreement between you and RAW and describe the manner in which you must use of the services provided by RAW.

If you have any questions about these Community Rules, please contact: rawspaceco@gmail.com

By using the Services, you are agreeing to abide by and be bound by these Community Rules.

- I. **Collaboration, Sharing and Mutual Respect.** A major benefit of a RAW membership is access to your fellow members. We absolutely encourage RAW members to make connections, collaborate on projects, share ideas, provide advice, and generally make great stuff happen. However, members may NOT spend a large part of their time at the Premises directly soliciting other members and this could result in cancellation of your membership were it to continue after you were cautioned. RAW is fundamentally *a place to work*. While we want our community to be open, fun, energizing, and collaborative, we also want it to be professional, and the interest thereof, all members, guests and other users of the Services must abide by the following rules and requirements:
 1. Every person using RAW Services must be a paid member. Exceptions are limited to: (a) Day Pass holders; (b) non-members who may use RAW Services when they are meeting RAW members at the Premises for business-related meetings; and (c) non-member attendees of special events in the Premises. Members are accountable for the conduct of their guests. Members must immediately notify RAW of any additional usage of the Services beyond that designated in their current Membership Agreement. RAW reserves the right to refuse access to any persons, including Members, that RAW in good faith judges to be a threat to the safety, reputation, or property of the Premises and its occupants.
 2. RAW key cards can be obtained only from RAW, at your cost, and are NOT transferable. You are not authorized to copy or to give or “loan” your key card to anyone else for any reason. RAW may cancel your membership if we discover that you have violated this rule.
 3. Please keep the kitchen area clean. Please wash, dry, or put away your cups, glasses and dishes. Please take care of your guests’ items as well.
 4. Please wash your hands *before* handling any kitchen area items.
 5. Please label and date all food and beverages you put in the refrigerator. RAW reserves the right to throw anything in the refrigerator away that should be thrown out, in our judgment.
 6. If you drink the last cup of coffee, please make a new pot as a courtesy to others.
 7. Discrimination toward and harassment of others are prohibited in the Premises. RAW has a zero-tolerance policy for any remarks or behavior that fails to respect the dignity and feelings of any individual in or from the Premises. We recommend that all employees of all RAW member companies take a class on the problem of workplace harassment.
 8. You agree to keep your workspace clean and orderly and to remove all trash, packaging and boxes from your workspace or common space frequently.
 9. Your membership in RAW affords you access to conference rooms. Please note the following regarding conference rooms:
 - (a) RAW has a limited number of conference rooms and to ensure that rooms are always available members must book conference rooms prior to use using the scheduling software provided by RAW. There is no drop-in use of conference rooms.
 - (b) You may not re-sell or donate your conference room time to any non-member or to groups having non-members.
 - (c) Please clean up after using a conference room. If you re-arrange the furniture in the conference room, please return it to the original set-up when you’re finished. Please erase the white boards after use.

- (d) If you want to hold an event at a RAW facility, please talk to the RAW staff (in person or by email at RAWSpaceco@gmail.com) to discuss scheduling, guest policy, insurance requirements, and fees if applicable.
10. RAW is a 24/7 facility for certain membership levels. Members are expected to be mindful of security at the Premises and of the safety of others at all times. The Premises is being monitored 24/7 for added security.
 11. A long-term membership provides you with the opportunity to display your company name on the glass of your office door and/or window with RAW approved signage as long as your signage does not damage the glass in the Premises or RAW's or others' property.
 12. You may not use the name of RAW, our phone number or email address, the name of the Building or any picture of the Building in connection with, or in promoting or advertising your business or any endorsement of or testimonial with respect to your business without the prior written consent of RAW. You may, however, use the address of the Building as the address of your business as follows:
 - Your business name*
 - RAW Space Collaborative*
 - 6013 Wesley Grove Blvd.*
 - Building 2, Suite 208 - (Your office number)*
 - Wesley Chapel, FL 33544*
 13. In the unlikely event that RAW waives any Community Rule as to you or any particular member, such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to you or any other member.

II. **Rules of the Premises.** RAW leases its space from a Landlord, and in order to ensure RAW's continued compliance with its lease, members and guests must abide by the following rules and regulations regarding the Premises.

1. You may not place anything, or allow anything to be placed where it may, in RAW's judgment, appear unsightly from the outside of the building in which the Premises are located ("Building").
2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed or used for any purposes other than for ingress to and egress from the Premises.
3. You agree to use the Premises so as not to necessitate any unnecessary janitorial labor or services and will throw all waste in appropriate receptacles.
4. You cannot cook in the Premises (excepting use of the coffee maker and microwave) and cannot sleep in or otherwise use the Premises for lodging.
5. RAW facilities are smoke, tobacco, and illegal substance free. You, your employees and invitees may not smoke, vape, chew tobacco or carry lighted cigars or cigarettes EXCEPT in areas reasonably designated by Landlord and allowed by applicable law and government agencies as smoking areas.
6. You may not bring upon, use or keep in the Premises or the Building, any inflammable, combustible or explosive material, or use any method of heating or air conditioning other than that supplied by RAW.
7. Upon the termination of Services, you will deliver to RAW all keys, key cards, openers or passes for doors which have been furnished to you.
8. You will (and will cause your Authorized Users to) use reasonable efforts to cause all doors to the Premises that you have opened to be closed and securely locked before leaving the Building. You and the other members assume full responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured.
9. You will cooperate fully with RAW to assure the most effective operation of the heat and air conditioning system for the Premises and will refrain from attempting to adjust any controls.

10. Except with the prior written consent of RAW, you will not sell or cause to be sold any items or services in the Premises, nor will you carry on or permit or allow any employee or person to carry on the business of machine copying, stenography, typewriting or similar business in or from the Premises for the service or accommodation of occupants of any portion of the Building without written consent of RAW.
11. You will (and will cause your Authorized Users to) not install in, affix to, or bring into the Premises any furniture, fixtures, or equipment. You will (and will cause your Authorized Users to) not place graffiti on or deface the walls, partitions or other surfaces of the Premises or the Building.
12. On Saturdays, Sundays, federally observed holidays and on other days during certain hours for which the Building may be closed after normal business hours, access to the Building or to halls, corridors, elevators, stairwells will be controlled by RAW through the use of a key card system. This system will verify any and all persons seeking access to the Building through the use of proper identification to determine if they have rights of access to the Premises. RAW will in no case be liable for damages wherein admission to the Building has not been granted during abnormal hours by reason of your failing to properly identify yourself through the use of a key card, or through the failure of the Building to be unlocked and open for access by you, your employees and general public. Nothing contained herein will obligate RAW to provide such key card system or to make RAW liable for any act or omission or failure of such system and the key cards which may be provided.
13. You will (and will cause your Authorized Users to) not change locks or install other locks on doors without the prior written consent of RAW.
14. You will (and will cause your Authorized Users to) not damage or inappropriately use any toilet rooms, plumbing or other utilities. You will give prompt notice to RAW of any accident or damage to or defects in electrical, plumbing, mechanical, telecom, heating, ventilation and air conditioning, or other systems or apparatus known to you so the same may be attended to properly.
15. As a courtesy to Members, RAW will accept packages on Member's behalf that are delivered in Member's absence to the Premises. Member hereby authorizes RAW's representatives to accept on Member's behalf any packages that are addressed to Member and delivered to the Business Office due to Member's absence and agrees to hold RAW and such representatives harmless for signing for receipt of such packages and for any loss of or damage to the packages. You agree not to use this courtesy for fraudulent or unlawful purposes.
16. You will not make or permit any noise or odors that annoy or interfere with other members or persons having business in the Premises. You will (and will cause your Authorized Users to) not bring anything in or around the Premises or Building that is excessively heavy or that causes excessive vibration in any part of the Building.
17. Neither you nor your Authorized Users will keep animals or birds in the Premises nor bring motorcycles, motor scooters, mopeds, bicycles, scooters, skateboards or other modes of transportation into areas not designated for them.
18. You will not employ any service or contractor for services or work to be performed in the Building, except as approved by RAW.
19. You, your employees and invitees may not go on the roof of the Building.
20. You will (and will cause your Authorized Users to) comply with all safety, fire protection and evacuation regulations established by RAW, the owner of the Building or any applicable government agencies.

III. **Parking Rules.** Parking privileges near the Premises is provided by Mishorim Gold Properties LP (MGP) and parking access may be revoked at any time. RAW Space Collaborative is required to abide by management parking regulations, therefore upon membership at RAW, member also agrees to abide by MGP regulations.

1. Parking areas will be used only for parking by vehicles no longer than full size, passenger automobiles and for no other purpose. No storage of any items including but not limited to trucks, trailers, shipping/storage containers, boxes and pallets will be permitted in either the parking areas or the Common Areas of the project in which the Building is located.
2. You will not permit or allow any vehicles that belong to or are controlled by you or your employees, suppliers, clients, customers, visitors or invitees to be loaded, unloaded, or parked in areas other than those designated by MGP for such activities.
3. MGP reserves the right to relocate all or a part of parking spaces within the parking area of the Building.
4. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
5. Unless otherwise instructed, every person using the parking area is required to park and lock his/her own vehicle. Neither RAW nor the owner of the Building (MGP) will be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
6. The maintenance, washing, waxing or cleaning of vehicles or other modes of transportation in the parking areas or Common Areas is prohibited, unless on a day authorized by RAW by an auto detail service.
7. You will be responsible for seeing that all of your Authorized Users, employees, agents and invitees comply with this Membership Agreement, and the applicable parking rules, regulations, laws and agreements.
8. The Building owner (MGP) reserves the right to modify their parking rules and/or to adopt such other reasonable rules and regulations as it may from time to time deem necessary for the proper operation of the Building and/or the parking area. You agree to abide by all such existing, modified and new rules and regulations.
9. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or will be created hereby.