

TERMS OF SERVICE

SATELLITE WORKSPACES LLC USER AGREEMENT



Applicant (User) and SATELLITE WORKSPACES LLC (SW) agree as follows:

1. Provision of Services:

SW will provide User with access to SW as a member, on the membership basis selected by User on User's Application, on the following terms and conditions.

2. Prices:

User will pay SW the monthly fees as posted from time to time on SW website (or at the rate agreed for Users who have locked in rates for a period of time) for the membership category which User has selected. Further, User will pay SW for all additional products and services used by User which are not included within a membership payment, at the rate posted from time to time on the SW website or at User's SW location. Except for rates locked in by agreement, the SW reserves the right to change rates from time to time, and such changes shall take effect when posted to SW website or at User's SW location, and without further notice to User.

3. Payment:

User will supply SW with a valid credit card number and any other information necessary to obtain payment from a major credit card company for all items used by User. User agrees that SW shall bill all fees and charges to User's credit card, and that User will ensure that SW has valid credit card information at all times. User understands that credit cards will be billed for membership fees in advance and then on the same day of each following month and for all the other charges in arrears within the first ten days of the following monthly cycle. SW reserves the right, at its sole discretion, to accept other payment methods on an individual basis.

4. Proprietary Information:

User will provide for the protection of its own proprietary information at User's sole risk. User will respect and observe the privacy and proprietary information rights of all other members or others using the center.

5. Indemnity / Insurance:

User is responsible for all damages or losses suffered by User in the course of using SW, and User waives all claims against SW, or its agents, servants, employees, or other associated persons, arising out of User's presence at the Center or any acts or omissions of User or its agents, servants, employees, or other associated persons.

User recognizes the need for User to have appropriate liability, health, and other insurance to protect User, and agrees that User will look solely to its own insurance and its own resources in regard to any injuries or damages incurred at the center or arising out of this contract or User's activities or use of the center facilities.

User will defend, indemnify and hold SW, its agents, and employees harmless from and against any and all suits, damages, losses, liability, obligations, fines, penalties, costs and expenses including legal fees and expenses, which arise from the rendering of services hereunder except to the extent any such matters arise from SW gross negligence or willful misconduct.

6. Personal Property:

User brings or leaves personal property at the Center at User's sole risk and responsibility. User releases SW from any claims of whatever kind or nature relating to lost or stolen property, or otherwise arising from damage to User's personal property, including any computer used by User.

User will reimburse SW for the cost of repairs and downtime caused by any damage to the center or SW facilities or property caused by User or any guests or licensees of User.

User will not under any circumstances remove or allow removal of any SW property from the center and will reimburse SW for the new repurchase cost of any items removed.

7. Respect for Laws:

In all matters relating to use of SW, including all use of computers and IT devices for accessing the internet, User will strictly comply with all laws and act ethically and in good faith. Without limiting the generality of this rule, User specifically agrees not to use SW systems or centers to hack into or otherwise obtain unauthorized access to any other computer system, to download or otherwise obtain any copyrighted, trademarked, or trade secret information, to libel or slander any person, or otherwise cause harm, negligently or intentionally, to any person.

8. Termination:

User may terminate this Agreement at any time on one month's notice by notifying SW in writing. SW may terminate or temporarily suspend this Agreement at any time that User breaches this Agreement or SW User Rules, or if User's credit card is refused, expires, or is revoked, if User acts in the SW in any way which is not in the best interests of SW or the other Users, or for any reason of incompatibility or other subjective reason in SW sole discretion. If SW terminates or suspends User's privileges, it may do so by deactivating User's key card, without notice to User. If User has left behind any materials or personal property in a private office or storage area and User's privileges are terminated or suspended, User may access such materials by making arrangements by phone to do so by meeting SW staff person at the Center during normal business hours.

9. Rules:

User confirms review of SW New Member Information, User Rules and Community Guidelines and agrees to be bound by all such rules. Violation of the User Rules is ground for immediate termination or suspension of User privileges.

10. Assignment Prohibited:

User may not assign its rights or obligations under this Agreement under any circumstances. Use of a User key card by any person other than the registered, contracted user is prohibited, and shall be cause for immediate termination.

11. Entire Agreement:

This Agreement and the User Rules and Privacy Policy contain the entire agreement between the parties. There are no other agreements, promises, representations or understandings except those set forth herein. This Agreement supersedes all previous promises, representations and agreements. This Agreement may be modified or amended only in a writing signed by both parties.

12. Nature of Agreement; Relationship of the Parties:

User is granted rights solely as a licensee, and shall not be deemed to be a tenant, nor shall this agreement be deemed a rental agreement or lease.

13. Attorney's Fees:

In the event of any legal proceedings or arbitration arising out of this Agreement, the prevailing party shall be entitled to recover from the losing party all of prevailing party's reasonable costs and expenses, including court costs and attorney's fees.

14. Residence:

Use of the center for anything other than office and business uses is prohibited. In particular, no User may reside in the center at any time or for any period.

15. Execution:

User acknowledges and accepts this Agreement.

User:

SIGNATURE

PRINT NAME

DATE