Cruziointernet
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Coworking Terms of Use

This Coworking Terms of Use (hereinafter referred to as "Agreement" or "TOU") is entered into by you and your corporate subsidiaries, corporate parents, affiliates, employees, agents, representatives, and other related personel(hereinafter referred to as "Customer") and The Internet Store, Inc. doing business as Cruzio, Cruzio Internet, Cruzioworks, and Gatespeed (hereinafter referred to as "Cruzio Internet"). Cruzio Internet reserves the right to revise the terms in this Agreement at any time without notice. Use of the Project (defined below) following a change to these terms constitutes agreement to the new terms. By signing this TOU whether physically or electronically, or by accessing or using the Project, Customer also agrees to the terms of the Cruzio Internet Master Services Agreement, all of the provisions of which are hereby incorporated into this Agreement as though fully stated in this Agreement.

For the purpose of this TOU, the following terms have the following definitions and meanings:
Project: includes Facility, building, and the land upon which they are located
Facility: includes Common Area, Cruzioworks, and the building
Cruzioworks: basement, Common Area, offices and suites
Common Area: all areas outside of offices and suites but within the Project provided and designated by Cruzio Internet for the general non-exclusive use of Cruzio Internet, Customer and other customers for the Project, including but not limited to, interior utility raceways and installations, common entrances, lobbies, corridors, stairwells, public restrooms, elevators, parking areas, loading and unloading areas, roadways, walkways, driveways, and landscaped areas
Conference Room: defined as having capacity for up to six (6) people (sometimes referred to as "Meeting Room")
Classroom: defined as having capacity for up to twenty five (25) people
Services: Cruzio Internet shall provide Customer with products and resources including but not limited to items detailed on the corresponding Cruzioworks Sign-Up Form
Associate Members: Customer's representatives, employees, contractors, customers, agents, invitees, and users on Customer's account; any and all Associate Members will abide by the terms and conditions in this Agreement.

1. Building Rules
For the purpose of this section, see the 877 Cedar Street Owners Association Declaration of Covenants, Conditions, and Restrictions ("Building Rules") for full details and definitions. Cruzioworks exists inside of 877 Cedar, which means that Customer must abide by the rules of the building. The building rules might change with time. Continued use of the Project construes acceptance of the revised rules. Membership is terminable by Cruzio Internet without notice if building rules are violated. A copy of the Building Rules is available upon request. The following are part of the Building Rules but do not detail the complete terms and conditions:

(i) Nothing may be done or kept in any portion of the Project, including the Common Area, which will increase any applicable rate of insurance or which will result in the cancellation of insurance or which would be in violation of any law.

(ii) Window coverings visible from the street or Common Area shall be beige, white, or off-white in color or lined in beige, white, or off-white, or as the case may be, of colors, materials and patterns which are approved by the Board of the Architectural Control Committee. Window advertising shall be at the discretion of Cruzio Internet except that the Board may require the removal or modification of any such advertising that it deems to be inappropriate for the Project. Political signage, including graphic images displayed for noncommercial purposes, that are visible from outside the Project where they are displayed require unanimous Board approval in advance of posting, to the fullest extent allowed by law.

(iii) All leases must be in writing.

(iv) Except as otherwise allowed by law, no signs shall be displayed to the public view on any portion of the Project, except as approved by the Board.

(v) No excessively noisy, smoky, or exhaust vehicles shall be operated on the Project.

(vi) Prohibited Uses include but are not limited to:

(a) any use which emits an obnoxious or offensive odor, or involves a loud or disturbing noise or sound which can be smelled or heard outside the building, except for incidental odors or sounds associated with normal office or retail uses. Amplified sound is permitted on the ground floor after 6 pm (consistent with the sound ordinance and regulations of the City of Santa Cruz);

(b) any restaurant, food establishment, tavern, bar, or similar establishment within Cruzioworks or on the Project without prior approval of Cruzio Internet;

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(c) any operation primarily used as a warehouse operation and any assembling, manufacturing, refining, smelting, agricultural or mining operation.

2. Access

2.1 Cruzio Internet shall be in no way liable for any act or omission or failure of key card system and the key cards which may be provided for access to the Project. Lost or stolen key cards must be reported immediately. A charge will apply for replacement key cards. Unless otherwise arranged with Cruzio Internet, key cards provided shall be one per person authorized to have access to the Project regardless of the number of Services on Customer's Works account. Key cards will not be shared, copied or transferred. Additional fees, as reasonably determined by Cruzio Internet, will be applied to Customer's account due in full immediately if any of the terms in this paragraph are violated.

2.2 Unauthorized entry to the Facility, any office, suite, and/or workspace not so assigned to Customer in Suite #120 and/or Suite #150 may result in measures including immediate termination of this contract. In such event, Cruzio Internet shall have the right, but not the obligation, to take any legal action, including but not limited to prosecuting Customer to the full extent of the law.

2.3 Any and all of Customer's Associate Members will share access to Customer's cubicle, workstation, office or suite. Customer will be responsible for identifying Customer's Associate Members in writing to Cruzio Internet.

2.4 If there is a Security Question and Answer on Customer's account and an individual is able to provide Cruzio Internet with the Answer, it shall be understood that Customer has given said individual authorization to add, modify, and cancel any Services on Customer's account. It is Customer's sole responsibility to maintain the security of the Security Question and Answer. Customer can contact Cruzio Internet to update the Security Question and Answer at any time. Please be aware of section 4.3 for payment obligations.

3. Term

See the corresponding Cruzioworks Sign-Up Form for details. The Services will continue according to the terms detailed for Supplement Agreements in the Cruzio Internet Master Services Agreement, Section 3.1, Term.

4. Payment Obligations

4.1 Customer is responsible for all Services on their account. Payment is due in full on the first day of each month. Late fees may apply if payment is not received by Cruzio Internet within five (5) days of the due date. Account is in default if payment is not received within fifteen (15) days of the due date and access to Cruzioworks may be suspended. Such interruptions do not relieve Customer from past due and ongoing charges. If payment is not received within twenty five (25) days of the due date, Customer's account may be closed and access to Cruzioworks may be terminated. Customer may be sent to a third party collections agency if payment is not received within sixty (60) days of anniversary date.

4.2 Customer is required to have a current credit card or automated electronic funds transfer from a bank account (hereinafter referred to as "ACH") on file with Cruzio Internet. Customer hereby authorizes Cruzio Internet to charge the credit card or ACH on file for any and all amounts owed to Cruzio Internet under this Agreement if Cruzio Internet is unable to collect overdue amounts from Customer by any other means. Payments by check, money order, or cashier's check should be made payable to Cruzio and delivered to 877 Cedar St. #150, Santa Cruz, CA 95060.

4.3 Any and all Service charges and fees accrued on Customer's account, whether applied by Customer, their Associate Members, or other agents, are payable in full by Customer when balance is due. Customer is responsible for all Services on their account, including Services added by their Associate Members or other agents.

5. Termination

5.1 Cruzio Internet requires thirty (30) days prior written notice on all cancellation requests. Infrequent use or non-use of the Services does not alter the terms of this Agreement. Termination date will be the last day of the month after the thirty (30) days written notice. Any membership is terminable by Cruzio Internet with thirty (30) days notice with or without cause. Membership is terminable by Cruzio Internet without notice if these terms are violated. An early termination fee may apply according to term length (refer to Cruzio Internet Master Services Agreement for details). Upon termination of Services, Customer shall deliver to Cruzio Internet all keys, key cards, passes, etc. furnished by Cruzio Internet. A charge will be added to Customer's account, due in full immediately, if said keys are not returned promptly. Customer shall not make, or cause to be made, any such keys. Said keys shall be ordered solely from Cruzio Internet and Customer shall pay Cruzio Internet for any additional keys over and above the set(s) of keys originally furnished by Cruzio Internet. Upon expiration or termination of this Agreement, Customer will immediately remove all Customer equipment and any other property from Cruzio Internet's Project and return Cruzioworks to Cruzio Internet in the same condition as it was prior to Customer's occupation, unless otherwise arranged with Cruzio Internet. If Customer does not remove such property, Cruzio Internet, at its discretion and at Customer's expense, may remove and store any and all such property, return such equipment and property to the Customer, or dispose of

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such equipment and property without liability for any related damages. In addition, Cruzio Internet reserves the right to hold any Customer equipment until it has received payment in full. Upon termination, any mail delivered will be returned to sender, and any mail left on Project will be destroyed.
5.2 Cruzio Internet retains the right, in its sole discretion, to revoke permission for use of the Facility at any time and may cancel any membership when it is necessary for the safety, health, morality, welfare, protection of the Facility, is a disturbance to other customers, or violates any of these terms any rules or regulation of the City of Santa Cruz, etc. Cruzio Internet's cancellation of membership may result in forfeiture of all monies paid by Customer to Cruzio Internet including any deposits.

6. Conference/Classroom Room Hours
Conference/classroom room hours (hereinafter referred to as "Conference Room Hours") that are included with a Coworking membership must be used within the term starting at a minimum of thirty (30) minutes per reservation. At least seven (7) days notice is required to reschedule or cancel Conference Room Hours reserved for the Classroom. At least forty eight (48) hours notice is required to reschedule or cancel Conference Room Hours reserved for the Conference Room. Hours used in the Classroom or Conference Room without a scheduled reservation, or beyond scheduled time, will be charged at double normal rates. Customer is responsible for Conference Room Hours booked by their Associate Members and any overages incurred by their Associate Members and/or any and all guests. Conference Room Hours used, but not scheduled, will still be deducted from Customer's remaining amount of hours or billed accordingly.

7. Common Areas
7.1 Cruzio Internet reserves the right to remove any objects in or on the Project deemed unsightly, hazardous, obstructive or for any other reason.
7.2 Customer must keep the Common Areas clean at all times and may not store any paper products, cardboard, boxes or other materials in the Common Areas. If Customer, their Associate Members, or guests cause any damage or leave any portion of the Common Areas unclean or disorganized, Cruzio Internet will assess a fee which Customer will pay upon billing.
7.3 Customer will be billed and agrees to pay for any usage, disorganization and/or damages caused by them, their Associate Members, or guests.
7.4 Cruzio Internet occasionally uses the Project for community events. Cruzio Internet will do its best to accommodate any inconveniences during events.
7.5 Cruzioworks is monitored 24/7 by a video security system. Customer agrees that they may be recorded while in the Cruzioworks space, and that Cruzio Internet will monitor these images and may use these images for legally authorized purposes.
7.6 No posters, pictures or other material will be posted in Common Areas without prior written consent from Cruzio Internet. All windows and glass doors are categorized as Common Area.
7.7 By agreeing to this TOU, Customer also agrees to the terms of the General Parking Agreement. Customer shall park in parking spaces marked "Cruzio" unless otherwise arranged with Cruzio Internet. A copy of the General Parking Agreement is available upon request. Terms set forth in the General Parking Agreement might change with time, so it is Customer's responsibility to check with Cruzio Internet for changes.

8. Acceptable Use
8.1 Except with the prior written consent of Cruzio Internet, Project shall be used for general office use only ("general office use" as defined by Cruzio Internet).
8.2 No cooking shall be done or permitted on the Project without prior approval of Cruzio Internet.
8.3 Project may not be used for lodging.
8.4 Project, equipment, supplies, and other Services may not be sublet or resold without prior written consent of Cruzio Internet.
8.5 Wireless Internet Policy: Wireless access to the Internet is provided during the term of this TOU. Customer has no proprietary or ownership rights to a specific IP or other address, log-in name, or password that Customer uses on Cruzio Internet's network. Cruzio Internet may change Customer's IP address, log-in name or password at any time. Cruzio Internet will assign Customer an IP address each time they access the wireless internet Services, and it will vary. Customer may not assign their own log-in name, password or IP address to any other person. Customer wifi devices may only be installed in private offices located on the Project and only if dedicated Internet connection has been purchased for that office. All Customer wifi devices must operate on a channel designated by Cruzio Internet. Power should be turned down on wifi units to reduce coverage to Customer's office only. Customer wifi devices must be password protected with at least WPA security and should not have "Cruzio" anywhere in the SSID. Cruzio Internet

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reserves the right to disable Internet connectivity to any device deemed by Cruzio Internet to be interfering with Cruzioworks wifi, or for any other reason as determined by Cruzio Internet.
8.6 Without prior written permission from Cruzio Internet, Customer shall not install, maintain or otherwise locate on the Project any computer server of any kind, whether hardware or software.

9. Safety
9.1 Customer shall not bring upon, use or keep in or on the Project, (i) kerosene, gasoline or flammable, combustible or explosive fluid or material, (ii) any method of heating or air conditioning other than that supplied by Cruzio Internet, (iii) alcohol, illegal drugs or other intoxicants, (iv) explosives or pyrotechnics, (v) weapons, (vi) any pets, animals, birds, fish, reptiles, or insects, other than Seeing Eye and Service Animals, (vii) any other material reasonably determined by Cruzio Internet to be inconsistent with the operation of the building.
9.2 Smoking, burning of candles, incense or other sources of open or smoldering flame are not allowed on the Project anywhere in the Facility.
9.3 Customer is responsible for Associate Members listed on their account and any and all guests.

10. Insurance
Cruzio Internet carries Liability and Business Personal Property insurance; Customer and Associate Members shall not be named as an additional insured therein. It is strongly suggested, but not required, that Customer provide insurance coverage naming Customer and Associate Members as an additional insured against claims for bodily injury, person injury, and equipment and personal or property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Project and all areas appurtenant thereto. The limit of said Customer insurance shall not limit the liability of Customer or relieve Customer of any obligation hereunder.

11. Construction and Utilities
Customer is prohibited from (i) directing electricians to where and how telephone and other wires are to be introduced, (ii) boring or cutting of wires, (iii) installing linoleum, tile, carpet or other floor covering, (iv) changing or installing locks on doors, (v) installing any permanent fixtures or making any changes to physical surroundings without express written permission from Cruzio Internet to be issued or withheld at the sole discretion of Cruzio Internet.

12. Liability
Notwithstanding the negligence or breach of this Agreement by Cruzio Internet or Cruzio Internet's agents, Cruzio Internet shall have no liability whatsoever for:

(i) any data, business or other losses as a result of service interruptions, electrical surges, theft, viruses, malicious attack or any other acts or omissions that interfere with the use of the Service

(ii) any damaged, lost, and/or stolen property or items in or on the Project belonging to Customer, Associate Members, or guests;

(iii) theft or vandalism to Customer's or Associate Members property or items in or on the Project;

(iv) any personal injuries or death arising out of any matter relating to the Project;

(v) injury to Customer's business or for any loss of income or profit therefrom.

Customer and Associate Members hereby waive on behalf of their insurance carriers all rights of subrogation against Cruzio Internet or Cruzio Internet's agents.

13. Security
13.1 Customer shall cause all doors to the Project to be closed and securely locked after entering and before leaving the Facility. Doors will never be propped open or left ajar.
13.2 Customer assumes full responsibility for protecting the Project and their own offices, workstations, and any property, personal or otherwise, from theft, robbery and pilferage, which includes keeping doors locked and secured and never providing access to any unauthorized persons known or unknown.
13.3 Customer assumes full responsibility for ensuring guests abide by these terms and for escorting all guests off Project. Customer is responsible for their Associate Members and any and all guests on to the Project and in each case will indemnify and hold Cruzio Internet, its employees, agents, representatives, and principals harmless from any claims or liabilities arising therefrom.
13.4 Cruzio Internet shall have the right to enter the Facility and all parts thereof at any and all times. Cruzio Internet may always restrict access to any part of the Project for reasons including but not limited to scheduled maintenance, in the event of an emergency, in response to a governmental request.

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14. Promotion, Advertising, and Copyright
Without the prior written consent of Cruzio Internet, Customer shall not use the name Cruzio Internet in connection with, or in promoting or advertising their business.

15. Disclosure
Cruzio Internet reserves the right at all times to disclose any information about Customer, Customer's participation in and use of Cruzio Internet products and/or Services as Cruzio Internet deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at Cruzio Internet's sole discretion.

16. Confidentiality
16.1 Customer acknowledges and agrees that during their participation in and use of the Project/Services they may be exposed to Confidential Information and that participation in and/or use of the Project/Services obligates them to maintain all Confidential Information in strict confidence, not to disclose Confidential Information to any third parties and not to use the Confidential Information in any way directly or indirectly detrimental to Cruzio Internet, or any participant or user of the Project. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by Cruzio Internet, a customer, or any participant or user of the Project or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature. All Confidential Information remains the sole and exclusive property of Cruzio Internet or the respective disclosing party. Confidential Information shall mean all information, in whole or in part, that is disclosed by Cruzio Internet, a customer, any participant or user of the Project or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature. Confidential Information may include, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the Facilities, computer systems and/or books and records of Cruzio Internet, any analyses, compilations, studies or other documents prepared by Cruzio Internet or otherwise derived in any manner from the Confidential Information and any information that Customer is obligated to keep confidential or know or have reason to know should be treated as confidential.
16.2 Customer acknowledges and agrees that nothing in this TOU or Customer's participation or use of the Project will be construed as granting any rights to them, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of Cruzio Internet, or any participant or user of the Project. The terms in this section shall survive this Agreement.

17. Mail and Deliveries
Cruzio Internet is neither responsible for any mail delivered to the Project nor for the condition of any packages delivered to the Project.

_____
Customer Name/Customer Representative (PRINT)

_____
Signature Date

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