



Events Terms of Use

This Events Terms of Use (hereinafter referred to as “Agreement”), is entered into by you (hereinafter referred to as “Customer”) and The Internet Store, Inc. doing business as Cruzio, Cruzio Internet, Cruzioworks, and Gatespeed (hereinafter referred to as “Cruzioworks”). “Customer” shall include Customer’s corporate subsidiaries, as well as corporate parents, affiliates, agents, employees, representatives, and other related companies and/or personnel. Violating any of these policies grants Cruzioworks the authority to take action to restrict or terminate Customer’s access to the services. Cruzioworks reserves the right to revise the terms in this Agreement at any time without notice; use of the services following a change to the terms constitutes agreement to the new terms. By signing this Agreement, whether physically or electronically, or by accessing or using the services described in this Agreement, Customer also agrees to the terms of the Cruzio Internet Master Services Agreement, all of the provisions of which are hereby incorporated by reference into this Agreement as though fully stated in this Agreement.

For the purposes of this Agreement, the following words have the following definitions and meanings:

Event Space: may be one, all, or any combination of the following areas in Suite #150 and/or Suite #120 as described on the Events Sign-Up Form. Cruzioworks must approve and process the Events Sign-Up Form before the Event can be confirmed

Project: includes Facility and the land upon which they are located

Facility: includes Event Space, Common Areas, basement, and the building

Common Area: all areas excluding offices and suites but within the Project, including but not limited to interior utility raceways and installations within the Project, excluding offices and suites, that are provided and designated by Cruzioworks for the general non-exclusive use of Cruzioworks, Customer and other customers for the Project including, but not limited to, 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 people

Classroom: defined as having capacity for up to 25 people

Atrium: defined as having capacity of 250 people

1. Building Rules

Cruzioworks exists inside of 877 Cedar, which means that Customer must abide by the rules of the building. A copy of the Building Rules is available upon request. The Building Rules might change with time; continued use of the Event Space construes acceptance of the revised rules. Event is terminable by Cruzioworks without notice if Building Rules are violated.

2. Access

2.1 Customer will receive the level of access necessary for the event. Cruzioworks shall have the right to enter the Facility and all parts thereof at any and all times during a scheduled event.

2.2 Unauthorized entry to the Facility, any office, suite, and/or workspace by Customer or Customer’s guests in Suite #120 and/or Suite #150 may result in measures including immediate termination of this contract; in such event, Cruzioworks shall have the right, but not the obligation, to take any legal action, including but not limited to fully prosecuting Customer to the full extent of the law.

3. Term

See Events Sign-Up Form for details.

All event date and time requests must be made at least two (2) weeks prior to the date of the event. Events are permitted at the sole discretion of Cruzioworks and are based on availability. Event Space is available for a limited amount of time/occurrences per month.

4. Payment

A security deposit is required to reserve the Event Space. Cruzioworks shall not be required to approve the date and time of the event until Customer provides the security deposit and other event fees in the amount described on the Events Sign-Up Form. Full payment is due at least two (2) weeks before the event takes place. The security deposit will be refunded no later than thirty (30) days after the event if there are no damages or additional cleaning costs or fees for the Event Space. Usage and access beyond the time specified on the Events Sign-Up Form will be billed in whole hours at the current hourly rate and begin accruing five (5) minutes after the reservation expires. Event Space

must be returned to its original condition at the end of the allotted time. Setup, breakdown, and cleanup must be completed within allotted time. An additional fee may be assessed should the Event Space not be returned to the configuration pictured in the default setup placard posted. This includes, but is not limited to, the placement of furniture and the cleanliness of the Event Space. Any change to event date, hours, location, number of attendees, etc. may result in additional charges. Should Customer or Customer's guests neglect to recover personal property in the Facility after the event, Cruzioworks, at its option and at Customer's expense, may remove and store any and all such property, return property to Customer, or dispose of property without liability for any related damages. In addition, Cruzioworks reserves the right to hold any Customer property until it has received payment in full.

5. Cancellation/Rescheduling

Any cancellation or changes to the date, time, or Event Space must be made at least two (2) weeks prior to the date of the event. If less than two (2) weeks notice is given, additional fees may apply and/or Cruzioworks may set refund limitations. If the attendees do not arrive at the scheduled time, Customer shall be responsible for the full fee. Occasionally, Cruzioworks is compelled to cancel or reschedule events for a variety of reasons and will undertake reasonable efforts to provide at least seventy two (72) hours notice if possible (pursuant to section 14. Right to Revoke Permit). Unless indicated otherwise, if Cruzioworks cancels an event, Customer will receive a full refund and will have the option to reschedule the event (subject to availability). If an event takes place over several days and only one day is cancelled, only a partial refund may be payable corresponding to the day(s) cancelled.

6. Parking

Cruzio-designated parking spots in the parking lot behind the Facility are available on a first-come, first-served basis. Attendees may park in Cruzio-designated spots after 5 PM Monday through Friday, after 2 PM Saturday, or all day on Sunday. Attendees also have the option to park other parking facilities downtown.

7. Use

7.1 Customer and Customer's guests shall: (i) comply with the terms in this Agreement, law, and Cruzio Internet's rules and restrictions; (ii) present and deposit photo identification to the satisfaction of Cruzio Internet; (iii) respect the property and observe the rights of other customers; and (iv) not enter restricted areas.

7.2 Music and sound amplification is not allowed without express written permission from Cruzioworks. All sound amplification must follow the noise ordinance in the downtown area. All music must end at 10:00 PM.

7.3 Smoking is not prohibited in or on any area of the Project.

7.4 Alcoholic beverages are not permitted on Project without written consent from Cruzioworks prior to Event.

7.5 No food is allowed on Project without express written permission from Cruzioworks. Cooking is not allowed in the Facility. All food must be prepared off site. Warming appliances are allowed but must not damage the electrical system in the Facility. All food waste must be disposed of in a trash container and not put down any sink or drain in the building. A sink is provided only to wash hands, rinse utensils and dishes, etc. All trash/recyclables must be securely bagged and taken to the kitchen; Cruzioworks will dispose of it. Customer will not leave food from event in the kitchen, refrigerator, or freezer. Food left behind will be disposed of without warning.

7.6 Children must be supervised at all times.

7.7 No animals, pets, birds, fish, reptiles, or insects other than Seeing Eye and Service Animals are allowed on Project.

8. Equipment

Cruzioworks equipment may be available for use at the Event Space and at such rental rate for approximately such time as is stated on the Events Sign-Up Form. Equipment shall be returned in the same condition in which it was rented. Customer is financially responsible for replacement or repair of missing or broken equipment.

9. Indemnification

Customer agrees to protect, indemnify, defend, save and hold harmless Cruzioworks and its officers and employees from any and all claims, liabilities, damages or right of action directly or indirectly arising out of the use of the Facility and from the activities of the Customer and Customer's guests during the rental period. Cruzioworks will not be liable for the safety of Customer's guests.

10. Limitation of Liability

10.1 Cruzioworks's liability to Customer for damages arising from rental or use of the Event Space for any reason and under any theory of law whatsoever is limited to the total amount paid by Customer to Cruzioworks in rental fees and deposits. Cruzioworks will not be liable for any failure to perform or damages caused by acts of God, force majeure or

other unforeseen event reasonably beyond Cruzeiworks's control including but not limited to power failures and Internet interruptions.

10.2 Cruzeiworks shall have no liability whatsoever for:

- (i) any damaged, lost, and/or stolen property or items in or on the Project belonging to Customer or Customer's guests
- (ii) theft or vandalism to property or items in or on the Project belonging to Customer or Customer's guests
- (iii) any personal injuries or death arising out of any matter relating to the use of the Project.

Customer and Customer's guests release Cruzeiworks from any and all liability for loss or damages to such property. Customer and Customer's guests hereby waive on behalf of their insurance carriers all rights of subrogation against Cruzeiworks.

11. Disclosure

Cruzeiworks reserves the right at all times to disclose any information about Customer, Customer's participation in and use of Cruzeiworks products and/or services as Cruzeiworks 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 Cruzeiworks' sole discretion.

12. Damages

Customer shall be responsible for any and all damage caused by any person or persons in attendance. Customer shall replace any fixtures, equipment, or supplies missing from the Facility following the use of the Event Space. Customer is responsible for any loss or damage to the Event Space, Common Areas, Facility, or Project. This includes all damages to any equipment, fixtures, surfaces, including the ceiling, floors and floor finishes, restrooms and plumbing, or other property. Customer agrees and acknowledges that Customer's liability for loss or damages is not limited to the amount of the deposits received by Cruzeiworks; additional fees may be applied at Cruzeiworks' discretion including, but not limited to non refundable charges for damages, cleaning, materials/equipment, overages, etc.

13. Assignment and Sub-licensing

Customer shall not assign any interest in this Agreement or otherwise transfer or sublicense the Facility or any part thereof or permit the use of the Facility by any party other than Customer and Customer's guests.

14. Right to Revoke Permit

Cruzeiworks retains the right, in its sole discretion, to revoke permission for use of the Facility at any time and may cancel any event when it is necessary for the safety, health, morality, welfare, protection of the Facility, is a disturbance to other customers or building tenants, violates these terms or any rules or regulations of the City of Santa Cruz, etc. Cruzeiworks' cancellation of any event may result in forfeiture of all monies paid by Customer to Cruzeiworks including any deposits.

15. Security

15.1 Customer shall cause all doors to the Project to be closed and securely locked before leaving the Facility. Doors will never be propped open or left ajar. A doorbell will be provided at Customer's request. Customer assumes full responsibility for protecting the Project and their own belongings from theft, robbery and pilferage, which includes keeping doors locked and secured. Customer assumes full responsibility for ensuring guests abide by these terms and for escorting guests off Project.

15.2 The Event Space is monitored 24/7 by a video security system. Customer agrees that Customer may be recorded while in the Event Space and that Cruzeiworks will monitor these images and may use them for publicity purposes. Please note that Customer's event does NOT take precedence over normal business activity; be aware that if the event is in a Common Area, Cruzeiworks employees and Coworking members will have access to the space, as well, unless otherwise arranged with Cruzeiworks.

16. Responsible Person

The Customer shall designate a responsible person to remain on site during the event to be responsible for the conduct of all guests, and to be available to do a check out walk through with Cruzeiworks at the end of the event (see section 15. Security for details).

Customer Name/Customer Representative (PRINT)

Signature

Date