

MEMBERSHIP AGREEMENT

We want being a member at Cross Campus to be an extraordinary experience for you and all of the other members in the Cross Campus community. To make it official, we ask you to sign this Membership Agreement (the “**Agreement**”) which outlines the terms of your membership (“**Membership**”).

I. IF WE SAY THIS, WE MEAN THAT . . .

“**we**” or “**us**” or “**Cross Campus**” means Cross Campus, Inc.

“**you**” means the company or individual signing this Agreement.

“**Initial Invoice**” means the invoice we will provide you together with this Agreement detailing the specific details of your Membership. “**Current Invoice**” or “**Your Invoice**” means the most recent invoice we have issued to you.

“**Total Fees**” means the Membership Fee and any and all fees associated with Optional Services.

“**Start Date**” the date specified on the Initial Invoice as the date your Membership will begin.

“**Notice Period**” is, generally speaking, from the date you give written notice until the end of the month if you’re on a Shared Space Membership, or 2 months after that date if you’re on a Dedicated Space Membership.

“**Termination Date**” the date on which this Agreement terminates in accordance with the terms of this Agreement.

“**Campus**” means a workspace facility operated by Cross Campus.

II. THE SKINNY... IN PLAIN ENGLISH

All the details follow, but here are some of the highlights.

- A. It’s A Membership Fee, But It Works Like Your Rent.** On the first calendar day of every month, you’re billed and are required to pay for that entire month. All billing operates on a monthly cycle. Your initial charge when you join includes your first month, a one-month security deposit, and any related services and startup fees. If you have a dedicated desk or private office, we may require an additional deposit of one additional month.
- B. Cancelling.** If you want to cancel, notify us via email at accounting@crosscamp.us and your Membership will be good through the end of your Notice Period
- C. You Can Change Your Membership.** If you want to upgrade or downgrade your membership level or add services, just let us know and we’ll take care of it. If you’re moving up, you’ll be asked to top-off your security deposit. If you’re moving down, we’ll make it effective at the end of your Notice Period and credit any excess fees on deposit with us towards your future Membership.
- D. But Don’t Miss the Deadline.** The deadline for making changes to your account is at **11:59pm Pacific on the 15th** of each month, if the changes are to be effective for the following month.
- E. If You Wanna Play, You Gotta Pay.** Membership has its privileges, but it’s not a right... you need to pay your membership fees on time. In order to do this, we require that you keep an active form of payment on file that we are authorized to charge automatically.
- F. Shared Workspace.** Cross Campus is a shared workspace. It needs to be kept clean and orderly. That means cleaning up after yourself at your workstation, in the kitchen and in the bathrooms. **Leave stuff here at your own risk.** We’ve got cameras, but we’re not responsible for your stuff. Respect the professional work environment of your fellow members. This includes using your “inside voice” when having discussions or phone calls.
- G. Guest Policy.** All guests & visitors must check in at the front desk. Anyone you allow to enter Campus, even if you are just opening the door for someone, is considered your guest. Finally, and most importantly, **you agree to take legal responsibility for your guests and their actions while they are on Campus.**

III. MEMBERSHIP BENEFITS

A. **Types of Membership.** The following types of membership may be available to you and will be specified in Your Invoice:

1. **Shared Space.** This membership allows you the use of an unassigned seat in an open workspace on Campus.
2. **Dedicated Space.** This membership includes Shared Space privileges, and also allows our members to reserve a specific desk or office that it would have sole access to on a monthly basis. If you have reserved an office, you acknowledge that it has a limited capacity. Whether or not you have paid for additional memberships, no more than the capacity is permitted in the office at any given time. The location and capacity of your desk or office is listed on Your Invoice.
3. **Team Membership.** Under this type of membership, companies are permitted to enter into this Agreement and obtain a membership on behalf of a group of people and obtain multiple memberships for its Team Members. The company would sign this Agreement and you would be deemed the representative for the Team Members and would be responsible for any and all acts, omissions, actions or inactions of your guests, your Team Members, and their guests. It is your responsibility to maintain an up to date list of Team Members with us. Only those individuals listed on file with us will be considered "Team Members" and entitled to the benefits described in this Agreement. If you request an increase in the number of Team Members to be included in your Membership, it is subject to availability and may result in additional charges.

B. **Unmetered Membership Perks.** There are some Campus resources that are "un-metered" and can be used by you freely for "normal use" (like the internet and use of the kitchens). Use of these resources is based on the honor system, and if we notice these resources are being abused or used beyond what we consider "normal use", we reserve the right to restrict your use of them or, if we have provided you notice that your use exceeds "normal use" and such excessive use continues after that notice, to terminate your Membership. Your Membership will also include: client and guest reception during regular business hours (9:00am to 5:00pm, Monday through Friday, excluding holidays), general utilities and building services, cleaning services, and trash removal.

C. **Fee-Based Perks.** Some Campus resources will be available at an additional charge either as listed on Your Invoice or as may be posted on the premises and are referred to as "**Optional Services**". These include things like premium espresso drinks or printing and copying, as well as, depending on what is available at your particular Campus, those services listed below.

1. **Conference Rooms.** Conference rooms may be reserved at an additional charge and are subject to availability. Conference rooms can also be used on an "un-metered" basis if they are available, but be aware that you can get the boot by a member who chooses to go on the meter and reserve the room.
2. **Mail handling.** Subject to the terms of a separate mail-handling addendum to be executed by the parties, you may have the right to use the Campus address as a mailing address and get business related mail sent to the Campus address.
3. **Storage.** The right to use storage areas provided by Cross Campus, including filing cabinets, general storage lockers, bar storage lockers and any other storage facility within the Campus. Any such storage provided by Cross Campus to you must be used for lawful purposes only. Cross Campus reserves the right, if Cross Campus has reason to suspect that you have breached this clause, to inspect such storage, remove your property from storage, and rescind your right to use such storage.
4. **Parking.** Subject to availability and to the terms of a separate parking addendum to be executed by the parties, parking may be available to you. However, note that this Membership neither creates an obligation on the part of Cross Campus to provide parking to you, nor a guarantee that parking will be available for the vehicle or vehicles of you or any Team Member or guest.
5. **Technical Services & Support.** The right to use certain dedicated technical services and support as offered by us such as VLAN setup, equipment colocation, dedicated and/or routed public IP addresses, dedicated hardline connections, and technical consulting services and support. From time to time, at your request, we or an affiliate may help troubleshoot problems you may have in trying to access certain functionalities, such as printing or accessing the Internet, and in connection therewith it may be necessary for us to install software on your computer. Regarding the foregoing, you agree that we and our affiliates (i) are not responsible for any damage to your computer in connection with such technical support or downloading and installation of any software; (ii) do not assume any liability or warranty in the event that any manufacturer warranties are voided; and (iii) do not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support.

IV. FEES ASSOCIATED WITH MEMBERSHIP

A. Membership Fee. Your Membership is granted in exchange for a monthly Membership Fee, the initial amount of which is reflected in the Initial Invoice. This is a membership fee, but it works like your rent. On the first calendar day of every month, you're billed and pay for that entire month. Your first month fee is prorated from the date you join to the end of that month (for example, join on March 15th and you'll get billed for 17 days in March). After that, all billing operates on a monthly cycle. Payment of the monthly Membership Fee is non-refundable, regardless of date of termination of the Membership by you, and no proration of fees will be made for termination of Membership Fee or Membership Fee changes initiated by you in the middle of a calendar month.

B. Start-up and Commitment Fee. Upon execution of this Agreement, you will be required to pay a one-time, non-refundable, start-up fee and a separate commitment fee which will convert to a security deposit as set forth below (the "**Commitment Fee**"), in the separate amounts listed in the Initial Invoice.

C. Security Deposit. On the Start Date the Commitment Fee will convert automatically into your Security Deposit. The Security Deposit will be held by Cross Campus, without interest, and may be commingled with other assets of Cross Campus. The Security Deposit may be used by Cross Campus in its discretion to pay for any damages to the Campus caused by you or any of your Team Members or guests or any unpaid amounts due under to this Agreement. Upon terminating the Membership, Cross Campus can use the Security Deposit to pay any portion of fees that accrue between the last date of payment of Total Fees and the Termination Date. The Security Deposit (or any remaining Security Deposit, if any) will be returned to you at the address provided by you for notices within 30 days after the Termination Date.

D. Payment and Invoicing. On the first day of each calendar month, you will pay to Cross Campus the Total Fees by credit card, bank draft or, in our sole discretion and with prior permission, by check. The Total Fees will be due in full and you may not make any adjustments thereto based on what services you feel were or were not received during that period. Cross Campus will provide you with an Initial Invoice and, in the future, one or more Current Invoices, that will include and identify all Total Fees that you must pay, as well as any modifications to the terms and conditions of the Membership. The Initial Invoice will control and govern the amount of the Total Fees until such time as a Cross Campus issues one or more revised Current Invoices, from time to time. Cross Campus is not obligated to provide any advance notice before issuing a revised Current Invoice and charging any credit card or bank account on file.

E. Payment on File. You agree to keep an active form of payment on file with Cross Campus, and authorize us to initiate entries to credit cards or bank accounts in order to pay any Total Fees or other charges for which you are responsible. If we agree to allow you to pay invoices by check, then payment must be made in advance and will be due on the 15th day of the month prior to when the charge is incurred (i.e. payment for a May invoice will be due on April 15th).

F. Other Applicable Charges. You will also be responsible for the following charges:

1. If Membership Fees or any other outstanding fees are not paid by the due date, you will be subject to a \$25 late fee.
2. Delinquent payment of Total Fees may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the due date of the Total Fees until paid in full.
3. If credit card charge attempts are declined, Cross Campus may impose a \$25 fee on the Membership and/or immediately cancel the Membership, in the sole discretion of Cross Campus.
4. All checks or bank drafts that are returned unpaid by your bank will be subject to a \$50 surcharge, unless the reason for the return is due to bank error.
5. Any changes required to your account, either to change membership type or payment on file, made after the 15th of each calendar month will be subject to a "Late Change" admin fee of \$25.
6. Cross Campus may charge you a replacement cost for lost, damaged or non-returned items.

G. Changes to Membership Fees or Optional Services Fees. Cross Campus reserves the right to increase any Membership Fees or fees for Optional Services from time to time. We will not increase fees more than once per year and prior to any such increase we will provide you with at least 30-days advance notice.

V. TERM AND TERMINATION

A. Membership Term. Your Membership will be effective when you sign this Agreement and the fees listed in the Initial Invoice have been paid. Once effective, the Membership will begin on the Start Date and will continue on a month-to-month basis, automatically extended for successive periods of one month each upon the same terms and conditions in this Agreement, unless otherwise agreed upon by Cross Campus and you in writing or terminated under this Agreement.

B. You Can Change Your Membership. If you want to upgrade or downgrade your Membership level or add services, just let us know and we'll take care of it.

1. If you're moving up, you'll be asked to top-off your Security Deposit. If you are moving down, we'll make it effective at the end of your Notice Period and credit any excess fees on deposit with us towards your future Membership. .

2. If you are the signing member in a Team Membership, then you are the only person who may make changes to or terminate this Agreement. You may, however, designate one other Team Member to share this authority with and such Team Member will be noted on Your Invoice.

C. Termination Of The Membership By You.

1. If you ever want to terminate your Membership, all you need to do is notify us by 11:59 p.m. Pacific on the 15th of the month in order for the termination to be effective at the end of the month. Upon written notice, this Membership will terminate on the final day of the calendar month in which you give notice, or a later date as stipulated on Your Invoice. It would be helpful to Cross Campus to have as much notice as possible when you are planning to leave, so the more advance notice you can provide, the better. Keep in mind, that if you cancel, re-instating your Membership in the future is not guaranteed and may involve an additional startup fee

2. If you want to cancel your Membership prior to the Start Date, you must provide at least 30-day prior notice to receive a full refund of any amounts paid. If notice of termination is received less than 30 days prior to the Start Date, you will be refunded 50% of the Commitment Fee.

3. Upon notice of termination, Cross Campus will terminate any recurring billing beyond the Termination Date.

D. Termination of the Membership By Us.

1. If any individual engages in behavior that, in the discretion of Cross Campus, is inappropriate, detrimental to the community, dangerous, or illegal, then Cross Campus shall have the right to immediately remove the individual responsible from Campus and bar that individual's re-entry. For a Team Membership, such behavior will not result in a cancellation of the Membership, but the individual responsible will not be allowed on Campus. For an individual Membership, such behavior will result in termination of the Membership.

2. For any other breach of this Agreement, Cross Campus shall deliver written notice describing the breach to you, and you shall have five (5) business days to remedy the breach to the satisfaction of Cross Campus. If the breach is not remedied within said five-day period, Cross Campus will have the right to terminate the Membership immediately. Cross Campus will determine whether the Membership will be terminated in regard to individual Team Members, all Team Members and/or to you.

3. Notwithstanding anything to the contrary herein, in the event Cross Campus' right to occupy the Campus is terminated for any reason, Cross Campus shall have the right to terminate this Membership immediately.

E. Office Space Not Timely Available. If we are unable to make the office space listed on your Initial Invoice available by the Start Date, you will not be obligated to make payments of the Membership Fee until such office space is made available to you. If the office space is not made available to you within 30 days of the Start Date, you may terminate this Agreement by providing us notice of such termination at any time following the expiration of such 30 day period and before the office space is made available to you. Upon timely notice of termination, Cross Campus will refund you all fees paid to us in connection with such office space.

F. Termination Due To Vacation or Abandonment of Workspace. If you vacate or abandon the workspace(s) assigned to you by Cross Campus, such vacation or abandonment will be considered a breach of this Agreement.

G. Effect of Termination. Upon the termination or expiration of this Membership, your right to use your assigned seats or office space will end and you will remove all of yours and your guests' property from the Campus. Note that you will have no right to any of the property provided by Cross Campus, including, but not limited to, the IT-related equipment and software, office equipment, phones and office furniture. Any of your personal property not removed within 48 hours after the termination of this Membership will, at our election, become our property, which may be disposed of by us at any time and in any manner we deem appropriate.

VI. THE CAMPUS COMMUNITY CONCEPT

A. Shared Workspace. Cross Campus is a shared workspace, which means you will be working in an open workspace and sharing the space with others. It needs to be kept clean and orderly. That means clearing your stuff from your shared workspace when you leave. If you leave your stuff at the Campus, it is at your own risk. We have security cameras, but we're not responsible for your stuff or the actions of any third parties.

B. Moving for Campus Events. We host events, both public and members-only, several times per week and usually at night. At those times, we may ask you to move your workstation. When possible, we will try to reserve for you a quiet place on Campus to work through an event but we can't guarantee that there will be sufficient availability on the Campus to support your specific needs. Please also note that we are 24/7, but not 365. Every now and then - just a few times a year - we may close entirely as a workspace in order to host large community events. Your Membership Fee will NOT be prorated, as these events are an important part of what makes Cross Campus special. If you have a dedicated desk, you will rarely be asked to move for an event. If you have an office, you will probably never be asked to move for an event (unless the President comes to visit again ☺).

C. Relocation of Dedicated Space Members. Because we are managing a campus for the good of all the community, and not an office building with individual tenants, there may be situations where we ask you to relocate your reserved desk or office. We will do our best to relocate you to a similar desk or office, however, if we are unable to accommodate you, you will be allowed to terminate your Membership without notice or penalty. And, if we have to relocate you to an office or desk that has a lower base membership fee associated with it, we will adjust your fees accordingly. At the close of business on the third business day after a relocation request, if you have not yet voluntarily relocated to your new assigned workspace(s), Cross Campus has the right to move your property to your new workspace(s) and will not be liable for any damage caused by such relocation.

D. Suitability and Comfort. The very nature of a large, shared working environment is such that the standards for issues such as aesthetics and room temperature vary from individual to individual. In attempting to satisfy the collective and varied standards of the large group of people working in the Campus, it is sometimes possible that an individual's standards will not match those of the majority of occupants and so, unfortunately, your standards may not be met from time to time. If this ever happens and you feel that the Campus is not meeting your individual standards, you have the right to terminate this Agreement as described herein.

CROSS CAMPUS COMMUNITY VALUES

Be Respectful... of all, including fellow members, staff, event organizers & attendees, and neighbors.

Be Honorable... we're rule breakers, but live by an honor code out of mutual respect for all.

Be Empathetic & Supportive... we're here to help each other.

Be Social... we thrive on Creative Collisions.

Take Ownership & Responsibility... it's not my community or your community, it's OUR community.

VII. CROSS CAMPUS COMMUNITY RULES

- A. Campus Access.** Members will be provided a key card to access the Campus and you are required to scan your key card every time you come on Campus to work. If you're here only for a public event or members-only event, then you aren't required to scan. If you are on a "pay as you go" membership, scanning your key card will determine your usage and you will be on the honor system – however if we find that you violate this policy we may cancel or suspend your Membership. Keys, key cards and other such items used to gain physical access to the building or the office space remain our property and you will be responsible for safeguarding our property and may be liable for replacement fees should any such property be lost, stolen or destroyed. You will not make any copies of any keys or other means of entry to the Campus or lend, share or transfer any keys or key cards to any third party.
- B. Use of the Campus.** The Campus may only be used for general office purposes and all legal uses ancillary thereto that are in compliance with this Agreement and the Initial Invoice and any subsequent Current Invoice or other written notices from us.
- C. Guest Policy.** You can bring guests and visitors to Campus so long as they check in at the front desk, including entry into the Cross Campus Check-in Application, and abide by the rules specified in this Agreement. You are limited at any one time to having a maximum of 3 guests for a maximum of 3 hours at a time, and at all times such guests must be accompanied by or working with you while on Campus. Note that anyone you allow to enter Campus, even if you are just opening the door for someone, is considered your guest and you agree to take legal responsibility for your guests and their actions while they are on Campus.
- D. Cleanliness.** You will maintain in good condition, at your sole cost and expense, the workspace(s) assigned to you by Cross Campus. That means cleaning up after yourself at your workstation, in the kitchen and in the bathrooms. If you use any Cross Campus equipment (monitors, adapters, etc.), we ask that you put them back where you found them.
- E. Decorum.** You will not harm or damage in any way the Campus or any part of it, commit waste, create nuisance (including bothering neighbors of the Campus or other members at the Campus), make any use of the Campus which is offensive, in the sole discretion of Cross Campus, and/or commit any act which would tend to injure the reputation of Cross Campus or the Campus, in the sole discretion of Cross Campus.
- F. Respect Your Neighbors.** While on Campus, respect the professional work environment of your fellow members. This includes using your "inside voice" when having discussions or phone calls. Also, Campus may feel like a comfortable space, but it is not your living room. Be considerate of how your actions affect your fellow members. Do not misrepresent yourself to Cross Campus or the Cross Campus community, either in person or online. Finally, all members are expected to be a positive influence to neighbors on and off Campus. Treat the community around Cross Campus with care. That means no loitering, smoking, littering or phone calls in the areas adjacent to Campus.
- G. Non-solicitation.** While on Campus you will not employ or solicit for employment any other member or guest. Cross Campus will have no obligation to enforce this provision and in no way will be liable to you for any breach of this provision by any other member or guest of the Campus.
- H. Internet.** You may not use the ethernet/internet service provided by Cross Campus for any unlawful or illegal purpose, including unauthorized BitTorrent downloads or for viewing pornography. You agree not to send unsolicited commercial email (spam) using the internet services provided by Cross Campus, and to cooperate as requested by Cross Campus in the event Cross Campus needs to remove viruses, worms, Trojans, bots and any and all other malware or interference in its computer systems. To minimize interference with the common wireless data and voice network(s) Cross Campus provides for the use of all members and guest(s) of the Campus, you agree that you will not set up an independent wireless network or VoIP system at the Campus without prior consultation and written approval from Cross Campus.
- I. Cross Campus Property.** You may not remove any of Cross Campus' furniture, equipment or materials from the Campus at any time without Cross Campus' prior written approval. You will only use the workspace(s) assigned by Cross Campus and won't encroach upon or obstruct the neighboring members, any common areas of the Campus, passageways or use any other areas for any other purpose unless otherwise provided for herein without the prior written consent of Cross Campus. You may not attach or affix any items to the walls, install antennas, or telecommunication lines or devices in the office space or bring additional furniture into the office space, in each case without our prior written consent.
- J. Damage or Repairs.** Basically, if you break it (or lose it), you bought it. This means that we will have to charge you for replacement of lost keys or other items you borrow from us, or any damage done to Campus by you or your guests. You agree to reimburse Cross Campus for the cost of any repairs made due to any damage or defacement caused by you, beyond ordinary wear and tear, within 10 days following Cross Campus' notice to you of such repairs.
- K. Compliance with Laws.** You will comply with all laws, ordinances, orders and regulations affecting your business and this Membership. You acknowledge that no trade or occupation will be conducted in the Campus or use made thereof, which will be unlawful, improper or offensive, or contrary to any law or any municipal by-law or ordinance in force by the respective city, county, state or Federal authority. We must also comply with applicable laws, and as such we may disclose information about you or your Team Members as necessary to satisfy any applicable law, regulation, legal process or government request.

VIII. ADDITIONAL AGREEMENTS

A. This Agreement Grants You A Membership. In exchange for the Membership Fee, Cross Campus grants you a revocable (meaning we can revoke it at any time), non-exclusive (as in other people will also have a right to use the Campus) and conditional (meaning the license is conditioned upon you abiding by the terms of this Agreement) license to use and occupy, from time to time, one or more seats at the Campus (i.e., your "Membership"). Your Membership is not a "lease" and does not give you any right, title or interest in or to any part or all of the Campus or the right to possess or enjoy any part or all of the Campus. Cross Campus retains all rights to legal possession and control of the Campus and the space or spaces provided by Cross Campus. As such, any applicable Landlord-Tenant laws do not govern this Agreement and by signing below you are specifically waiving any and all rights that you may have under any applicable Landlord-Tenant laws.

B. Access by Cross Campus. You acknowledge that the active management by Cross Campus of the Campus necessitates that Cross Campus be able to access the Campus, without advance notice, in order to, among other things, provide services to the Campus, view the condition of the Campus, and make alterations and repairs as necessary. Cross Campus will make reasonable efforts to ensure that such visits do not disrupt your operations, but Cross Campus is not liable for any damages to you that result from any such disruptions.

C. Pets. If your workspace is in a building designated by us to be one in which pets are permitted, and if you or one of your Team Members plans on regularly bringing a pet on Campus, we may require you 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 you or a Team Member. If you bring a pet into the building, you will be responsible for any injury caused by this pet to other members or guests or to the property of the foregoing, and you must abide by all building rules. Neither we nor our employees will be responsible for any injury to such pets. We reserve the right to restrict your right to bring a pet on Campus.

D. Filming, Photography and Intellectual Property. We periodically film or photograph our workspace and maintain a website and other marketing materials for promotional purposes. Unless you notify us otherwise, you grant Cross Campus permission to use your image, likeness, name(s), mark(s) and sound of voice as recorded on audio or video and waive any right to royalties or other compensation arising therefrom. Note that your image may be edited, copied, exhibited, published or distributed and you waive the right to inspect or approve the finished product wherein their likeness appears. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed. If you request that your corporate logo not appear in any video or photo, you must notify us in writing and, not later than 5 business days following your request, will remove all references to your name or mark on Cross Campus' website and any other print or electronic publications created on behalf of Cross Campus. You will not use the word "Cross Campus" or other distinctive brand features of Cross Campus in any of Membership's name(s), logo(s) or other means of identifying Membership or its business without the prior written consent of Cross Campus.

E. Indemnification. Each party agrees to indemnify, defend and hold the other party, their respective managers, employees, agents, contractors, lessees, parents, subsidiaries, affiliates and the successors or assigns of any of the above mentioned parties harmless from and against any and all claims, actions, liens, demands, expenses and judgments for loss, damage or injury to property or persons in any way connected with, the conduct or management of each party's business, or otherwise arising from this Membership or your activities hereunder, including all costs, expenses and reasonable attorneys' fees. Each party will also indemnify the other party for all costs, expenses and reasonable attorneys' fees incurred by such party to enforce this indemnity provision of the Agreement. To qualify for indemnification under this section, the indemnitees listed above cannot have engaged in fraud, willful misconduct or gross negligence.

F. Insurance. You, at your sole cost and expense, may obtain insurance for your own protection, we, at our sole cost and expense will obtain insurance for our own protection. In no event will Cross Campus be liable for any loss or damages to you, your Team Members, your guests or your property – this is what your insurance is for.

G. Waiver of Claims. To the fullest extent permitted by law, You, on your own behalf and on behalf of any Team Members, guests and invitees and affiliates, do hereby forever release, waive, acquit and discharge any and all demands, settlements, damages, actions, causes of action, suits, covenants and liabilities against us and our affiliates (as defined below) on account of, arising out of or related to loss, theft, damage or injury to persons, property or businesses, regardless of the cause. As used above, "affiliates" will mean any and all parent, sister and/or subsidiary companies, agents, partners, attorneys, family members, employees, independent contractors, officers, directors, shareholders, managers, members, insurers, consultants, predecessors, successors, or assigns.

H. Limitation of Liability. The aggregate monetary liability of us or our Affiliates to you, any of your Team Members, or you or their guests for any reason and all causes of action, will not exceed the total fees paid by you to us under this Agreement. We and our Affiliates will not be liable under any cause of action for any indirect, special, incidental, consequential or punitive damages, including loss of profits or business interruption. You may not commence any action or proceeding against us or our Affiliates, whether in contract, tort or otherwise, unless the action, suit or proceeding is commenced within 1 year of the cause of action's accrual.

IX. MISCELLANEOUS

A. Modification of Terms. We reserve the right to make changes to this Agreement from time to time, upon the delivery of a written notice at least 30 days in advance of the effective modification (the "**Modification Notice**"). If you object to any such changes, you must provide a written notice of your objection within ten days of the Modification Notice, after which you will have the right to continue to use the Campus for an additional 30 days before this Agreement will terminate without penalty and you must cease using the Campus. You will be deemed to have accepted any such modifications, and such modifications will automatically become part of this Agreement, if you do not provide written notice of your objection within ten days of the Modification Notice, and, in any event, upon payment of any Current Invoice containing such modification of terms. This Agreement, as modified by any Modification Notice not objected to by you, contains all covenants, promises, agreements, conditions and understandings between Cross Campus and you with respect to the subject matter contained herein, and supersedes and replaces all prior or contemporaneous understandings or agreements, either oral or written, between them other than those specified in this Agreement.

B. Not a Partnership. Nothing contained in this Agreement will be considered, in any way, to constitute a partnership between Cross Campus and you.

C. Severability. If any provision of this Agreement is held to be void, invalid or otherwise unenforceable (either in whole or in part), the remaining portions of this Agreement will remain in effect and the parties hereto will use their best efforts to substitute the void, invalid or unenforceable provision with a new provision of like intent and effect.

D. Assignment. You will not sell, assign, mortgage, pledge, sublicense, grant concessions or transfer this Membership or any interest in it, without prior written approval from Cross Campus, which may be withheld at the sole and absolute discretion of Cross Campus.

E. Subordination. Your rights under this Membership will be subject and subordinate at all times to: (i) all ground leases, underlying leases, and subleases that may now exist or hereafter be executed affecting either or both of the seat(s) assigned by Cross Campus and the Campus; and (ii) any mortgage or deed of trust that may now exist or hereafter be placed upon all or any portion of the Campus or any ground leases or underlying leases for the benefit of Cross Campus.

F. Alternative Dispute Resolution. Cross Campus and you agree to first mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction before resorting to arbitration or court action. Mediation fees, if any, will be divided equally among the parties involved. If any dispute or claim between Cross Campus and you is not settled through mediation, then such claim or dispute will be decided by neutral, binding arbitration, and arbitrated by a retired judge or justice provided by the American Arbitration Association, unless the parties mutually agree to a different arbitrator. Enforcement of this agreement to arbitrate will be governed by the Federal Arbitration Act.

G. Attorneys' Fees and Costs. You will reimburse Cross Campus for all reasonable expenses and attorneys' fees and disbursements that Cross Campus incurs in connection with a default by you under this Agreement or the enforcement of any provision or covenant of this Agreement against you, regardless whether suit is commenced or judgment is entered. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party must pay to the prevailing party all costs, expenses, and reasonable attorneys' and experts' fees and costs, as well as costs of suit, that the prevailing party incurs therein.

H. Choice of Law. This Membership will be governed by, construed, and enforced in accordance with the laws of the State of California without application of its conflict of laws principles.

I. Notices. Any notice required by any provision hereof will be given in writing and either personally delivered or delivered by electronic mail to Cross Campus or you, as the case may be, at its respective address. Every such notice will be deemed to have been given when actually received by the recipient. Either party may designate another address for notice by providing notice to the other in compliance with this provision. The address and contact phone number for Cross Campus is:

Cross Campus, Inc.
929 Colorado Ave.
Santa Monica, CA 90401
Attn: Accounting Department

Phone: 310-395-3500
Email: accounting@crosscamp.us

J. Waiver. Neither Cross Campus nor you will be deemed by any act or omission to have waived any of its rights or remedies under this Agreement unless such waiver is in writing and signed by the waiving party.

K. Survival. All provisions of this Agreement reasonably expected to survive the termination of this Agreement, will do so.

L. Headings. The headings in this Agreement are for convenience only and are not to be used to interpret or construe any provision of this Agreement.

[Signature page to follow]

ACCEPTED AND AGREED as of _____

Member:

Cross Campus:

Cross Campus, Inc.,
a Delaware corporation

Signature: _____

By: _____

Printed Name: _____

Name: _____

Title: Membership Director

If signing on behalf of a company, please complete.
If not, mark as "n/a"

Title: _____

Company Name: _____

Type of Entity: _____

State of Residence /
Incorporation: _____