

WORK Member Agreement

Your access and use of WORK services are subject to the terms and conditions defined in this Member Agreement and the WORK Terms of Use (“TOU”) to which it is attached.

Services and Service Packages

As used in this Agreement and the TOU, the term “Services” shall mean WORK’s offering of access to a workspace, office equipment, Internet access, conference space, events, activities, and other services as described in detail in the Services Summary section of this Agreement.

As used in this Agreement and the TOU, the term “Service Package” shall mean the particular mix of Services grouped together for each of the levels of membership with WORK, including Resident Member, Full Member, Part-time Member, and Day Pass.

WORK shall provide you with the Services specified in the Service Package, or Service Packages, that you have purchased. Your use of the Services shall be subject to the terms and conditions of this Agreement and the TOU at all times.

You agree and understand that the use of the Services may be for specific, and limited, periods of time as defined in this Agreement.

From time to time, you may purchase multiple Service Packages or Services that each, if purchased separately, provide access to the same individual service and thus are providing redundant access to one or more of the same individual service (“Redundant Services”). As a condition of your use of the Services, you agree and understand that you are not entitled to any financial compensation or refund for any Redundant Access that may arise.

Conference room access is not considered to be part of Redundant Services and conference room access shall be the sum total of all conference room access available to you from the Services and Service Packages that you have purchased.

Payment

Your payment to WORK shall be made by-cash, checks, Visa, MasterCard, Discover, or American Express credit cards. All payments must be made in US currency.

Credit card data shall never be stored by WORK. All Credit Card transactions shall be processed only via secure, PCI compliant, third party Internet based online stores and credit card processors. The initial implementation of WORK credit card processing shall

utilize Z2Systems for the online store and Authorize.net for credit card processing. While the online store and other WORK services may utilize a third party service (such as z2systems) and may not utilize the WORK domain name (workpetaluma.com), any online store or registration web pages shall prominently display the WORK logo, display the name of the third party (z2systems), offer links to the primary, WORK web site, as well as web pages linking to the TOU and Membership agreements.

At sign up and payment time for some Services and Service Packages you may have the option to store a credit card for automatic renewal purposes as a convenience to ensure that you have no disruption in access to the Services. You or WORK may disable utilization of this auto-renewal function at any time for any reason. The credit card data that is utilized for auto-renewal purposes shall never be stored by WORK directly and shall only be stored by the secure, PCI compliant, online payment processor that WORK utilizes. The terms and conditions of this optional auto-renewal are applied individually each of the Services and Service Packages as specified in this Membership Agreement below. If an auto-renewal fails to process you shall be notified via email and shall have the option to pay for the corresponding through other means.

Time based services such as access to the WORK premises shall be considered to start at the later of the receipt of payment or the time period that you have purchased. You shall receive email receipts for all payments received and, as per the TOU, you are required to furnish a working email address at time of sign up to the services and to notify WORK of any changes to email address.

Returned or invalid checks shall result in a \$25 surcharge, an immediate suspension of access to the Services and Service Packages to which the payment was applied, and a recharge of any additional fees charged by any bank or other check processing service to WORK due to the returned or invalid check.

All purchase of the Services and Service Packages are of limited quantity and on a first come, first served basis. WORK reserves the right to stop or suspend the sale of any of the Services or any Service Packages at any time and for any reason at its sole discretion and without notice.

Your use of any of the Services requires that you have an active Services Package. WORK may from time to time, and at its sole discretion, offer discounted fees and rates for the Service and Services Packages or otherwise choose to waive fees associated with a defined Services Packages for ad hoc, promotional, or special usage purposes. Such conditions are at WORK's sole discretion only and the fact that WORK has offered such a discounted rate or a free pass to another member or to you in the past does not mean that you or any other person are entitled to receive the discounted rate or free pass on another occasions.

You agree that the terms and conditions of the TOU and this Member Agreement apply even if your manner of use of particular WORK services does not require a fee.

Services Summary

Following are the descriptions, terms, and conditions of each of the individual services offered by WORK:

- a. **Workspace access.** Workspace access refers to access to the WORK premises located at 10 Fourth Street, Petaluma, CA 94952. Your access to the premises is defined by the term of the Service Packages that you have purchased (as defined in the next section of this Agreement) and/or the duration of any the event you have purchased if the event is at WORK premises. If you have purchased multiple Service Packages or events that provide workspace access, your period of access shall be defined by the overlap of times available via your Service Packages. If your period of access is outside of the normal business hours as defined in the TOU, WORK may issue an individual access code to you. WORK shall use best efforts to ensure workspace is available during all periods of standard use; however, WORK cannot guarantee that workspace access shall be available at periods of unusually high activity.
- b. **Dedicated desk.** Some Service Packages shall provide a fixed, dedicated desk from the specific set of dedicated desks, for your sole use, including when you are not present at WORK premises. When you sign up for a Service Package that includes a dedicated desk, you shall select your desk location from the set of dedicated desk location and this desk shall be indicated through signage to be your desk. You have the right to use this fixed desk location solely, though you may request to change your desk location at any time to another open dedicated desk location. Changing desk location is at the sole discretion of WORK and is not guaranteed. WORK may at its sole discretion allow use of dedicated desks that have not been allocated for general use by other users with workspace access. Dedicated desks shall have a 72 hour grace period for renewal of the associated Service Package before they are available to be assigned to a new user.
- c. **Common tables.** Common tables are tables that may seat multiple individuals and are not specified as assigned dedicated desk locations. Dedicated desks locations that have not been assigned may, at WORK's sole discretion, be considered common tables.
- d. **Quiet library workroom.** The quiet library workroom is a dedicated room at the rear of the WORK premises ("Library") that during the hours of 6AM to 6PM is designated as a quiet zone per the terms of the TOU. After 6PM this zone may be used as a reserved meeting room space and may not be a quiet zone or otherwise available for your use.
- e. **Lounge access.** The lounge is an informal seating area at the front of the premises near reception.

- f. Network access. Network access refers to access to the Internet and other network resources while on WORK premises. The terms and conditions of Network access are defined in the TOU. As stated in the TOU your network may be restricted to the times at which you have rights to workspace access.
- g. Free events. Free events are non-restricted events and are open to any applicable user as defined by the Service Packages defined below. Free events may or may not be at WORK premises. WORK reserves the right to deny entry to free events at its sole discretion for safety or security reasons. Some events may be only open to users that are over the age of 21.
- h. Library check out. Library check out is a service that WORK may at its discretion provide to users of the Services. Any check out of books shall be managed by a book check out service.
- i. Day use lockers. Day use lockers are secure lockers for your personal use while you are utilizing the workspace. The use of the lockers is on a first come, first served basis and the conditions of use are defined in the TOU. You are not allowed to use the day use lockers outside of the period of time you are on WORK premises. Day use lockers that have contents left over 24 hours shall have their contents removed and held by WORK for a period of 30 days. After 30 days, the contents of the locker shall be deemed to have been abandoned by you and WORK reserves the right to donate any contents of the locker to charity or otherwise dispose of the locker contents.
- j. Permanent lockers. Permanent lockers are lockers dedicated to your use during the term of your purchase through the term specified at the time of purchase and are for your sole use. The use of the permanent lockers is controlled by the TOU. Contents of lockers must be removed at the time of termination of the permanent locker term. Permanent lockers with contents that have been left more than 72 hours after the termination of the permanent locker term shall have their contents removed and held by WORK for a period of 30 days. After 30 days, the contents of the locker shall be deemed to have been abandoned by you and WORK reserves the right to donate any contents of the locker to charity or otherwise dispose of the locker contents. Some Service Packages may entitle to a discounted rate for permanent lockers. If a discount rate is available it shall be indicated in the Service Package summary section below.
- k. Conference room reservation. Conference room reservation refers to ability to reserve the use of the conference or private meeting rooms located near the front of WORK premises for your sole use during a specific, reserved period of time. The conference room seats 8 and the meeting room seats 4 and the total users of the from including you must not exceed these totals. Conference and private meeting room reservations shall controlled by a reservation system and/or by WORK employees and is on a first-come, first served basis. Conference room time allocated on a time-controlled basis (for example, on a monthly basis) for a

Service Package does not accrue across the time boundary. For example, if a Service Package defines an access level of 8 hours a month for conference and meeting room access, you can reserve up to 8 hours of time during the term of your Service Package. If you renew your Service Package (even if you renew your package for a new later term prior to the expiration of your term of use), the hours available to you in your first term do not roll over and accrue in your next term of use. Unscheduled conference room purchased on a non-termed, ad hoc basis does not operate on this condition and is incremental to any conference room usage available to you from any applicable Service Packages and can be used at any time. Conference room reservation rates may be lower for some Service Packages as indicated in Service Packages summary below.

- l. After hours library reservation. After hours library room access is reservation of the designated library space at the rear of the WORK premises for your sole use during a specific, reserved period of time. The library room seats up to 12 persons. Reservation of the library space is only from the hours of 6PM to 6AM and follows the same terms and conditions as conference room access defined above in this Agreement and in the TOU. After hours library reservation rates may be lower for some Service Packages as indicated in the Service Packages summary below.
- m. Print, copy, fax, and scan access. Print, copy, fax, and scan access refers to use of the WORK equipment for typical office usage such as printing, faxing and copying. Fees may apply for the usage of these services and shall be indicated at the location of the devices used for these services.
- n. Paid events. Paid events are lectures, classes, and events that may be offered from time to time by WORK and may require a fee. Access to paid events may be limited in quantity and offered on a first-come, first-served basis. Some paid events may be only open to users that are 21 or over. Some Service Packages may include a discount price to these lectures, classes, and events. This discount can be applied to your purchase alone and cannot be used to purchase multiple discounted tickets for other guest attendees.
- o. Mail service. Mail service refers to using WORK's address at "10 Fourth Street, Petaluma, CA, 94952" for USPS mail delivery. WORK shall securely store your mail in locked storage and you shall either have personal secure mailbox or a WORK employee shall hand you your mail personally during WORK business hours. By using the mail service, you consent to WORK employees handling your mail. WORK is not responsible for lost mail. By using the mail service, you agree that you shall not, and have not, represented to any governmental entity of any city, county, state, or of the United States, or to any state or federal court, that WORK's address is your place of residence. You shall not designate WORK as your agent for service of process, or use WORK's address in connection with any designation for an agent for service of process.

- p. Year end receipt. WORK may offer to provide you a summary receipt of your utilization of your use of the Services and Service Packages. This year-end receipt shall include all the dates, payments, and credits for all use of the Services and Service Packages during the time of your start of use to the Services to the time you request the year end receipt. WORK reserves the right to limit your use of this year-end receipt service to one use per year, starting from the time of your first use of any of the Services or Service Packages.

Service Packages

The following table lists the currently offered Service Packages (table columns below other than the first label column in italics) and the associated access terms, conditions, and rates of the Services (table rows) to which they provide access during the term of the Service Package. If a service is unavailable for a particular package it shall be left as a blank cell or indicated as “NO” or “Not included” in the summary table below. If payment is required it is listed in the table below in the final row.

Service Packages access terms start on the date of first receipt of payment and end on the term specified in the term specified in the second row of the table below unless cancelled and or terminated per the terms of this Agreement and the TOU.

When a month is specified as the term of a Service Package, the last day of the term shall be midnight of the calendar day prior to the same calendar day in the following month. By way example, if a Service Package starts on May 8th, 2012 it shall be deemed to end at midnight June 7th, 2012.

When a year is specified as the term of a Service Package, the last day of the term shall be midnight of the calendar day prior to the same calendar day in the following year. By way of example, if a Service Package starts on May 8th, 2012 it shall be deemed to end at midnight May 7th, 2013. Service Packages shall be offered for purchase on the WORK web site, in person on WORK premises, or at any other location WORK chooses to promote the Services and Service Packages using the same names as indicated in the top column listed below.

<i>Service Package</i>	Resident Member	Full Member	Part-time Member	Day Pass	Day Pass 10 Pack
<i>Access Term</i>	1 month	1 month	1 month	3 months	3 months
Workspace Access	24 hours a day, 7 days a week	24 hours a day, 7 days a week	Up to 16 total half days usage during the term, Mon – Fri, 9AM – 5PM. Use of 4 hours or less in a single 24 hour period will count as a half day. Use of more than 4 or more hours in a single 24 hour period	Valid for use on one day during normal business hours Monday – Friday, 9AM – 5PM, except for federal holidays and some special events per the TOU. Access during a single 24 hour period counts	Each Day Pass 10 Pack valid for 10 Day Pass uses during normal business hours Monday – Friday, 9AM – 5PM, except for federal holidays and some special events per the TOU. Each access during a

			will count as count as 2 half days.	as a use.	single 24 hour period counts as 1 day use against the total of 10 uses.
Dedicated desk	Included				
Common tables	Included	Included	Included	Included	Included
Quiet library workroom	Included	Included	Included	Included	Included
Lounge	Included	Included	Included	Included	Included
Network access	Included	Included	Included	Included	Included
Free events	Included	Included	Included	Included	Included
Library check out	Included	Included	Included	Included	Included
Day use lockers	Included	Included	Included	Included	Included
Permanent Lockers	Included	Included	\$20/Month	\$30/Month	\$30/Month
Conference room reservation	4 hours per month included	\$20/hour conference room \$15/hour for private meeting room	\$20/hour conference room \$15/hour for private meeting room	\$30/hour conference room \$20/hour for private meeting room	\$30/hour conference room \$20/hour for private meeting room
After hours Library reservation	\$30/hour	\$30/hour	\$30/hour	\$40/hour	\$40/hour
Print, copy, fax, scan	10 eents/Page b+w 40 cents/Page (color) when applicable	10 eents/Page b+w 40 cents/Page (color) when applicable	10 eents/Page b+w 40 cents/Page (color) when applicable	10 eents/Page b+w 40 cents/Page (color) when applicable	10 eents/Page b+w 40 cents/Page (color) when applicable
Paid events	20% discount	20% discount	20% discount		
Mail service	Included	Included	\$20/Month	\$30/Month	\$30/Month
Year End Receipt	Included	Included	Included		
Fee	\$325/Month	\$195/Month	\$125/Month	\$20	\$175

WORK may from time to time, and at its sole discretion, offer alternative Services Packages for ad hoc, promotional, or special usage purposes. For example, WORK may offer hourly rates for general access, or bundles of conference room time. The conditions of these packages shall be defined on the WORK web site and printed material and shall be bound by the same conditions as the other Service Packages listed in this Member Agreement and the TOU.

Cancellation and Refund Policy

WORK requires 24 hours notice for cancellation for any of the Services or Service Packages. At the time of cancellation, WORK will refund the unused portion of the Services and Service Packages, applying the following terms and conditions:

- a. Service Packages with a term (for example with a month long access term) shall be refunded at a prorated rate calculated by determining the remaining days left in the service term (starting from the day 24 hours after the notice of cancellation) divided by the total rate paid for the Services or Service Packages. There are no incremental refunds given over the prorated rate for any unused services (for example unused conference room time) that are included with the cancelled Services Package.
- b. There are no partial day refunds for Day Pass or Day Pass 10 Pack.

- c. Special Events and other special promotional services may from time to time require more than 24 hours notice for full refund. If advanced notice is required, then WORK shall prominently display these terms in any place that the Service and or Special Event is described.
- d. Unused conference room and after hours library room reservation time may be refunded on a partial, hourly basis provided the reduction in reservation hours is given within 24 hours of your reserved time. You may also hold unused conference room as credit for future reservations. This does not apply to conference or after hours library room time that has been included with a Service Package.

Severability

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of this Member Agreement shall remain in full force and effect and shall be no way be affected, impaired or invalidated.

Attorney's Fees

Should any party retain counsel for the purpose of enforcing any provision of this Agreement or claiming any breach of any of its provisions, including, but not limited to, the institution of any action or proceeding to enforce any provision, for a declaration of such party's rights or obligations under this Agreement or for any other judicial remedy, the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to reasonable attorney's fees for the services rendered to such prevailing party.

GOVERNING LAW

This Agreement shall be interpreted under the laws of the State of California and the United States. Jurisdiction shall be the Superior Court of California. Venue shall be the County of Sonoma, California.

NONTRANSFERABLE

The rights and duties under this Agreement are nontransferable and nonassignable without the prior written consent WORK.

Modification

WORK may in its sole discretion, upon written notice, or email notification to the email address associated with the member account, change this Member Agreement and the associated Terms of Use.

The Agreements shall be in effect until either party gives formal written notice of cancellation or termination.

Agreement

You hereby acknowledge that you have read, understood, and agreed to all of the terms and conditions of this Agreement and the TOU.