

Application for Membership in the ISU Research Park Network Co-working Launch Space and Agreement for Services

Welcome to the ISU Research Park Co-working Launch Space! This document serves as an application for membership in the ISU Research Park Co-working Launch Space (the “Launch Space”) located within the ISU Research Park facilities at 2325 N. Loop Dr. and 1805 Collaboration Place, Suite 1300, Ames, IA 50010 (the “Facilities”). This document also serves as an agreement (the “Agreement”) that describes the services ISU Research Park Corporation provides you and your company (collectively “you” or “your”) in exchange for a purchase of a membership (“Membership”) in the Launch Space.

The ISU Research Park will not accept your application unless you agree to and accept this Agreement, the ISU Research Park Co-working Launch Space Terms of Service and all documents reference herein in their entirety. By completing the attached application and purchasing a Membership, you agree to and accept this Agreement, the ISU Research Park Co-working Launch Space Terms of Service and all documents reference herein.

This Agreement is contingent on the ISU Research Park’s signed acceptance of this application.

Co-working Service Agreement Terms and Conditions

The services provided to you are subject to the following Terms and Conditions (T&C). The ISU Research Park reserves the right to amend the T&C at any time without providing notice and without obtaining your acceptance.

You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this Agreement and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in a breach of any license, contract, agreement or other instrument or obligation to which you are a party.

Membership Interest

A Membership in the Launch Space **DOES NOT** create a tenancy, but is a prepaid usage license to use the amenities provided by the ISU Research Park Network on a monthly basis. By submitting this application and this Agreement, you accept that no tenancy, leasehold estate or other real property interest has been created in your favor.

Description of Services

Subject to the terms and conditions outlined in this Agreement and the Operating Standards at Appendix 2, the following services (the “Services”) are provided by the ISU Research Park in consideration of your purchase of an individual/single-person company Membership:

- Access to the Facilities between the hours of 8:00 am and 5:00 pm Monday-Friday (Holidays excepted);
- Free Internet access outlined in Appendix 1;
- Opportunities to participate in special ISU Research Park events and workshops;
- Ability to reserve and use conference rooms in the Facilities (Up to three times monthly);
- Access to kitchenettes, where available.

No Unlawful or Prohibited Use

No unlawful activity or conduct prohibited by this Agreement or any document referenced herein, as may be amended, shall be permitted at the Facilities. You agree not to violate any applicable laws or regulations at the Facilities.

You may not use the Facility in any manner that could damage, disable, overburden, or impair any other party's use and enjoyment of any Services.

Use of Services

You agree that when participating in or using the Services, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Use any material or information, including images or photographs, which are made available through your Membership in any manner that infringes any copyright, trademark, patent, trade secret or other proprietary right of any party.
- Restrict or inhibit any other member from using and enjoying the Services or the Launch Space;
- Violate any code of conduct or other guidelines which may be applicable for any particular Service (including the Operating Standards and Building Guidelines described in Appendix 2);
- Harvest or otherwise collect information, including email addresses, about another without the authorization or consent of the other person or entity.
- Violate any applicable laws or regulations; or
- Create a false identity for the purpose of misleading others.

Renewals and Terminations

This Agreement is automatically renewed at the end of each month upon payment of the subsequent month's fees, unless you provide the ISU Research Park written notice of termination at least fourteen (14) days prior to the end of each month. In the event you terminate this Agreement, any amount paid to the ISU Research Park in advance shall be forfeited as liquidated damages.

The ISU Research Park may terminate this Agreement for any reason, immediately and without notice, by providing you written notice of termination. In the event the ISU Research Park terminates this Agreement, the ISU Research Park shall refund the pro rata amount paid in advance for any unused membership days less pending charges.

At the termination of this Agreement, you shall repair any damage you caused to the Launch Space, including damage to any and all furniture, fixtures and equipment provided by the ISU Research Park, to its condition prior to your use. You shall be responsible for the cost of any damage caused by you, your employees, guests, business partners and affiliates.

Invoicing and Payment

You will be automatically invoiced monthly in advance based on a price established by the ISU Research Park for your membership option. Payment shall be made on or before the date specified in the invoice, but in no event sooner than three (3) days from your receipt of the invoice, and shall only be paid via the web payment system to the ISU Research Park.

If payment is not made on or before the date specified in the invoice, your co-working privileges will be immediately revoked.

The ISU Research Park reserves the right, at all times, to disclose any information about you it deems necessary to satisfy any applicable law, regulation, legal process or governmental request and to edit, refuse to post or remove any information or materials, in whole or in part, in the Launch Space at its sole discretion.

Default and Remedies

You will be in default (a "Default") of this Agreement if you fail to fulfill any of the conditions, covenants or provisions of this Agreement, including but not limited to (i) the timely payment of fees due under this Agreement (ii) violation of the terms of this Agreement or any document reference herein or (iii) you become insolvent, make an assignment for the benefit of creditors or file a voluntary petition, or have an involuntary petition filed against you under any bankruptcy or insolvency law.

Upon your Default, the ISU Research Park may, in its sole discretion, immediately suspend all Services without termination of this Agreement until such Default has been cured or terminate this Agreement with all costs paid in advanced forfeited as liquidated damages.

Confidentiality

You acknowledge and agree that during your Membership you may be exposed to Confidential Information. You are obligated to:

- Maintain all Confidential Information in strict confidence;

- Not disclose Confidential Information to any party;
- Not use the Confidential Information for any unauthorized purpose.

You acknowledge and agree that your Membership does not grant you any rights, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property rights of the ISU Research Park or any of its members.

"Confidential Information" shall mean all information, in whole or in part, derived in any manner through access to the Launch Space that is non-public, confidential or proprietary in nature. Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, business affairs, analyses, compilations, studies and any knowledge or document that you know or have reason to know should be treated as confidential. Confidential Information may belong to the ISU Research Park, its members or any third party.

Disclaimer of Warranties

To the maximum extent permitted by the applicable law, the ISU Research Park provides the Services "as is" and with all faults, and ISU Research Park disclaims, with respect to the Services, all warranties and conditions, whether express, implied or statutory, including, but not limited to all warranties regarding: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort, lack of negligence, quiet enjoyment, quiet possession and non-infringement.

The entire risk as to the quality of the services remains with you. By submitting the attached application form and purchasing a Membership you acknowledge that the Services, as is, are sufficient for your purposes.

Limitation of Liability

To the maximum extent permitted by applicable law, the ISU Research Park, its subsidiaries (whether or not wholly-owned), affiliates, divisions or their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns **SHALL NOT** be liable, jointly or individually, for any direct, special, incidental, indirect, punitive, consequential or other damages arising out of or in any way related to your Membership or use of the Services. This limitation of liability includes, but is not limited to, any tort, breach of contract claim, loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy and any other pecuniary or other loss whatsoever.

To the extent the ISU Research Park, its subsidiaries (whether or not wholly-owned), affiliates, divisions or their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns is adjudged liable to you, the amount of liability **SHALL BE LIMITED** to a maximum amount of the total fees paid by you to the ISU Research Park Network for your Membership.

Non-Disparagement

You shall, during and after the expiration of your Membership, make no statement or comment of a defamatory or disparaging nature to any person or entity regarding the Launch Space or the ISU Research Park other than to comply with law.

Indemnification and Attorney's Fees

You hereby agree to indemnify, defend and save harmless the ISU Research Park, its subsidiaries (whether or not wholly-owned), affiliates, divisions or their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns from and against all claims, causes of action, liabilities, losses, damages, costs, attorney's fees, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct or fraud in connection with your Membership or use of the Services.

You further agree, in the event that you bring an unsuccessful claim or lawsuit under this Agreement against the ISU Research Park, that you shall be liable for reasonable attorney's fees and costs incurred by the ISU Research Park, its subsidiaries (whether or not wholly-owned), affiliates, divisions or their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns.

Use and Access

You shall only be permitted to use the Launch Space and Services for general commercial office use. Your use of the Launch Space and Services, shall be in strict accordance with the Operating Standards, annexed hereto as Appendix 2. You will not make, nor permit to be made, any use of the Launch Space that would violate the terms of this Agreement, any law, rule or regulation or be dangerous to life, limb or property. The Launch Space or Facility shall not be used for any residential purpose.

Your Membership shall be valid for one individual or one individual of a company with a part-time student intern. Any additional employees of a company desiring to utilize ISU Research Park Facilities must hold a separate agreement. If multiple employees of one company desires access, the company should consider holding tenancy in the ISU Research Park.

Assignment and Subcontracting

You are not permitted to assign or transfer any of your rights in this Agreement without the prior written consent of the ISU Research Park Network, which may be withheld in its sole discretion.

The ISU Research Park may assign its rights and obligations under this Agreement in whole or in part without your consent.

Handling of Mail on Termination

Upon the termination of this Agreement (or suspension of services), the ISU Research Park will mark all of your mail “return to sender” and will deposit the same in a U.S. Postal Service collection receptacle with all other outgoing mail. The ISU Research Park will not accept any package delivery service from UPS, Federal Express or other courier service or process server, and, to the extent that the ISU Research Park Network does inadvertently accept such package, it will promptly notify such carrier to collect the package and return it to its sender. Unless arrangements are made in writing, the ISU Research Park will have no obligation to notify any person or entity of your new address.

Changes to this Agreement

This Agreement may be changed unilaterally by the ISU Research Park by notifying you as provided in the “Notices” provision of this Agreement; provided that any Material Change, including a change in the price of a Membership, will become effective thirty (30) days after such notification. Your continued use of the Launch Space after receipt of the notification of change establishes your acceptance of the change.

A "Material Change" is a change to this Agreement that reduces your contractual rights or increases your obligations under this Agreement in a significant manner.

Notices

Any notice under this Agreement will be in writing and will be either delivered by hand, first class mail, electronic mail to the email address you provide to the ISU Research Park, or by overnight courier to the party at the address set forth below.

ISU Research Park Network hereby designates its mailing address as:

ISU Research Park Corporation
1805 Collaboration Place
Suite 1250
Ames, IA 50010

You hereby designate your mailing address for notices hereunder to be the mailing address you provided when you purchased your Membership unless you provide the ISU Research Park Network written notice of a change in your mailing address.

If such mail is properly addressed and mailed as above, it will be deemed notice for all purposes, given when sent or delivered, even if returned as undelivered.

Severability

The invalidity or illegality of any one or more of the paragraphs, provisions, sections, subsections, sentences, clauses, or words contained in this Agreement, or the application thereof to any particular set of circumstances, will not affect the validity of the remaining portions of this Agreement, or of their valid application to any other set of circumstances. Any such invalid portion of this Agreement shall be automatically amended to the extent necessary to make it valid, enforceable and legal; provided that any such amendment shall most closely reflect the intent and purpose of the original provision. Regardless of whether or not either party has elected to consult with legal counsel in reviewing this Agreement, it is the intent of the parties that in no event will the terms, conditions or provisions of this Agreement be construed against either party as the drafter of this Agreement.

Insurance

The ISU Research Park Corporation carries Liability and Business Personal Property insurance. This insurance policy does not cover you or any of your property located in the Facility. You are not required, but it is strongly suggested, that you obtain an insurance policy suitable for your needs.

Corporate Users; Execution by the Parties

If you are using the Launch Space or Services on behalf of a company, organization or other legal entity (collectively, "User Organization"), you represent and warrant that you are an employee of that User Organization or other person authorized to do so. The person entering into this Agreement warrants and represents: (i) that by entering into this Agreement, such person has complete and full authority to enter into this Agreement on behalf of the applicable party; and (ii) that such party will fully perform its obligations hereunder.

Modification of Terms

Failure of a party to insist upon the strict performance of any term or condition of this Agreement, or to exercise any right or remedy available for a breach thereof, will not constitute a waiver of any such breach or any such term or condition. This includes, but is not limited to the ISU Research Park's acceptance of full or partial payment during the continuance of any such breach.

No term or condition of this Agreement required to be performed by a party, nor any breach thereof, will be waived, altered or modified except by a written instrument executed by the party waiving, altering or modifying its rights.

Entire Agreement

This Agreement embodies the entire understanding between the parties relative to its subject matter.

Subordination to Landlord's Rights

This Agreement is subject and subordinate to all provisions of the lease governing the Facility, under which the ISU Research Park Network is bound as tenant.

[One Application and Acceptance Signature Page Follows]

Signature page to the Application for Membership in the ISU Research Park Network Co-working Launch Space and Agreement for Services

Member Application Signature

Company verifies the accuracy of all Company information accompanying this application and this Agreement.

Company Name:

By: _____

Date Signed: _____

Print Name: _____

Print Title: _____

ISU Research Park– Acceptance Signature

ISU Research Park Corporation accepts the Member’s application for Membership in the ISU Research Park Network Co-working Launch Space as of the acceptance date set forth below.

ISU Research Park

By: _____

Date Accepted: _____

Print Name: Rick Sanders

Print Title: President

Application for Membership in the ISU Research Park Network Co-working Launch Space

Applicant Information

Your Company Name: _____

Your Name: _____

Your Title: _____

Phone Number: _____

Email Address: _____

Mailing Address: _____

Web Address: _____

Membership to Begin: _____

List each product that your company has developed and those which you intend to develop.

Describe how your product(s) relates to ISU technology or resources.

Describe any past or present affiliations that your company has (had) with ISU researchers, departments, or service agencies for the purpose of developing your product(s) or assisting with your business development.

Do you have or are you planning to have a licensing agreement with ISU?

Why are you applying for co-working or affiliate status in the ISU Research Park Technology Incubator?

Please provide a 1-2 paragraph business description of your company. If you would like to see examples of descriptions for current tenants, please see our tenant directory at <http://www.isupark.org/tenants/directory.cfm>. Use a separate sheet, if necessary.

Do you have need for drop-in services? Yes No

How many employees will work in the co-working space at least ten hours a week? _____

Do you have a completed business plan? _____

Are you currently a cohort in the Ag Startup Engine? Yes No

May we publish your name, company, and website on our member directory and website?
Your personal contact information (phone, address and email) will be kept private.

Yes No

Membership Fees

Membership fees for the ISU Research Park Network Co-working Launch Space for Monday-Friday access between the hours of 8:00 am and 5:00 pm (holidays excepted) for one individual or one individual with a student intern is \$150 per month. Membership for any additional individual desiring access is \$150 per month.

For companies desiring access to University facilities such as Parks Library, Lied Recreation Center, EH&S, and biotech services but have no need for drop-in space, the affiliate fee is \$100 per month.

Membership fees are due by the first of the month.

Note: Ag Startup Engine Cohorts receive free co-working membership for one year from the time they receive their first investment/check from ASE. Membership will start at the date of acceptance into the program.

Appendix 1: Internet Access Policy

The Iowa State University Research Park provides basic Internet access free of charge to users. The purpose of this service is to provide users with the tools necessary to successfully build their business. This service is intended for routine use. **Members requiring high volume usage or extensive needs for domain name or other supporting service may not utilize the wireless networking infrastructure to the Research Park.** Members needing additional services should contact Research Park staff regarding tenancy.

Appendix 2: Operating Standards

General building policies:

- **Be respectful of the building/common spaces:** The Facilities include a variety of occupants. While common spaces (such as the kitchenette and conference rooms) are generally open and available to everyone, please make an effort to not be disruptive to others who are working in the building.
- **Janitorial services and clean up:** The Facilities are cleaned regularly, which includes cleaning the bathrooms, emptying trash, and vacuuming. However, Members are responsible for washing their own dishes and replacing them in the cabinets, and ensuring that trash is placed in the proper receptacle. Please make an effort to keep common areas, the kitchenette and the Launch Space free of trash, wrappers, cans, dirty dishes, etc.
- **Storage:** The Launch Space is *not* intended for use as a storage facility, nor is it intended to be used for assembly, manufacturing, or laboratory experiments. All materials,

prototypes, etc. should be stored in a different location. Please contact ISU Research Park staff for a referral for any additional space needs you may have.

- **Conference rooms:** There are conference rooms available to Members that you are able to reserve – one at 2325 N. Loop Drive and six at 1805 Collaboration Place. Members must have reserved a conference room prior to use by using the Research Park’s conference room scheduling system and are limited to three reservations monthly.

Please be respectful of the other companies in the building. Do not use the conference rooms if you have not already reserved the room in advance.

Additional Operating Standards:

1. The Launch Space is available on a first come, first-served basis. Tables, chairs, and other seating may not be reserved in advance, and all personal items including, but not limited to, computers, computer monitors and other equipment should not be left in the Launch Space overnight.
2. You will conduct yourselves in a businesslike manner; and the noise level will be kept to a level so as not to interfere with or annoy other parties using the Launch Space or any common areas to the Facilities.
3. The ISU Research Park Network is not responsible for any items that are discarded from the Facility, any of its conference rooms, or the Launch Space that have been left behind after your use.
4. You will not conduct any activity within the Launch Space or Facilities that, in the sole judgment of ISU Research Park staff, will create excessive traffic, is inappropriate to a shared office environment or violates any rules and regulations of the ISU Research Park Network, Launch Space or Facility.
5. All corridors, halls, elevators and stairways are to remain unobstructed by you or used for any purpose other than normal egress and ingress.
6. No advertisement, identifying signs or other notices will be inscribed, painted or affixed on any part of the corridors, doors, windows or public areas.
7. Immediately following your use of conference room space, co-working space or any other part of the Facility or Launch Space, you will clean up and return the space and furniture to the state and condition it was in prior to your use.
8. You will not store or operate any computer server or any other large business machines, copier and postage equipment, heating or cooling equipment, stove, speaker phones or

mechanical amplification equipment, refrigerator or coffee equipment in the Launch Space or Facility; nor shall you conduct a mechanical business. No article deemed hazardous on account of fire or any explosives or firearms will be brought into the Launch Space or Facility; this includes, but is not limited to, any open flame, oil, burning fluids, gasoline or kerosene. No offensive gases, odors or liquids will be permitted in the Launch Space or the Facility.

9. You may not bring animals into the Launch Space or Facilities except for those assisting disabled individuals.
10. You will not remove furniture fixtures or decorative items from offices or common areas or make alterations to the Launch Space or Facility.
11. You will not smoke nor allow smoking in any area of the Launch Space or Facility and will comply with all governmental regulations and ordinances concerning smoking.
12. You will cooperate with and be courteous to all other occupants of the Launch Space, Facility and ISU Research Park staff and personnel.
13. The ISU Research Park reserves the right, without prior notice, to modify any of the foregoing and to make such other reasonable rules and regulations, in its sole discretion, as may from time to time be needed for the safety, care, appropriate operation and cleanliness of the Launch Space and Facility.