

LICENSE AGREEMENT FOR BUSINESS RESOURCE CENTER LICENSEES

This License Agreement for Business Resource Center Licensees (the “License” or the “License Agreement” or the “Agreement”) is made and entered into between **Utah Valley University**, a body politic and corporate of the State of Utah (hereinafter referred to as “Licensor” or “University” or “UVU”), and, _____ (hereinafter referred to as “Licensee” or “Company”) (each a “Party” and together the “Parties”).

RECITALS

- A. Licensor, through its Business Resource Center (BRC) provides a wide variety of resources, including office space, cubicles, dedicated desks, shared workspaces, membership, labs, and other resources to assist in the incubation process of small start-up businesses.
- B. The BRC is a process-driven accelerator. BRC licensees may have access to methodologies, mentors and space and are useful for Licensee to fully participate in the BRC process and complete all exercises as assigned.
- C. Licensee, as a small start-up business, needs space for its business.
- D. Licensee desires and intends to make use of the resources, tools, methodologies, mentors, and other programs the BRC offers to help small businesses.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties mutually agree as follows:

1. **Licensed Premises and Common Areas.** Subject to the terms and conditions of this Agreement, Licensor grants Licensee a non-transferable license to occupy and use the office space, cubicle, dedicated desk, and/or shared workspace, in the BRC building located at 815 W. 1250 S., Orem, Utah (the “BRC Building”) that are specifically designated by Licensor for Licensee’s in Exhibit 1 to this License (hereinafter referred to as “Licensed Premises”). Licensee may use other areas of the BRC Building such as conference rooms, work rooms, classrooms, but only upon coordination of time and use and upon further agreements with Licensor. Licensee is also granted the non-exclusive right to use BRC Building sidewalks, hallways, stairs, elevator, foyer and all other areas that Licensor designates for common use by Licensee and other licensees and their respective customers, employees, suppliers, guests, agents, contractors, and subcontractors and invitees (the former the “Common Areas,” the latter the “Invitees”). The Common Areas may be changed, relocated, altered, eliminated or otherwise modified by Licensor at any time. Licensee accepts the Licensed Premises in “as-in” and “where-is” condition and configuration.

2. **Use.** Licensee shall use and occupy the Licensed Premises solely as an office area for purposes associated with Licensee's start up business. Licensee shall comply with all the policies of the Licensor. Licensee shall not use or permit the Licensed Premises to be used or occupied in a manner that violates the laws, orders, ordinances, rules, regulations, or requirements of any federal, state, or local government, or its agencies. Licensee shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, or physical or mental disability.

3. **Licensee Responsibilities.** Licensees agree to abide by and cause Licensee's Invitees to abide by this License Agreement and all policies of Licensor and the BRC.

- a. **BRC Program Participation.** Licensee will actively and fully participate in the BRC's programs, workshops, and lecture series including but not limited to:
 - i. Licensee will complete all BRC exercises
 - ii. Licensee will give a 10-minute presentation/pitch to the staff of the BRC & the Small Business Development Center (SBDC)
 - iii. Licensee owner(s) will attend each CEO Circle event once a month for the duration of time they are housed at the BRC building
 - iv. Licensee owner(s) will attend the "Business Essentials Training"
 - v. Licensee owner(s) will attend a BRC approved accelerator program.
- b. **Change of Control.** Licensee will notify Licensor immediately of any changes in Licensee's entity ownership, management, or adverse changes in the entity's proforma.
- c. **Good Care.** Licensee must take good care of and not damage, waste or make any changes to the Licensed Premises or the BRC Building. Licensee shall not alter, add, replace, remove or damage any furnishings, equipment or other personal property located in, on or around the Licensed Premises, Common Areas, or the BRC Building that are not owned by Licensee or Licensee's Invitees ("BRC Personal Property"). At the expiration or earlier termination of this License Agreement, Licensee must deliver the Licensed Premises and all BRC Personal Property to the Licensor in good condition, normal wear and tear excepted. If any damage (beyond normal wear and tear) to the Licensed Premises or the BRC Personal Property should occur while in Licensee's care, custody or control, Licensee shall pay reasonable repair/replacement costs and notify Licensor immediately upon discovery of such damage occurring, but no later than eight (8) hours later. Licensee is liable for any damage caused by Licensee or Licensee's Invitees to the Licensed Premises, the Common Areas, the BRC Building, or the BRC Personal Property. LICENSOR DISCLAIMS, AND LICENSEE WAIVES, ALL WARRANTIES WITH RESPECT TO THE BRC PERSONAL PROPERTY, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

d. **Reporting.**

- i. Because the United States Economic Development Administration (USEDA) helped finance the BRC Building, Licensor is required to gather information from all its Licensees in the BRC Building (e.g., information relevant to Licensee's job creation and revenue figures). Accordingly, Licensee is required to disclose information reasonably required by Licensor, including information that Licensor is required to collect because of its obligation to USED A. All information so disclosed by Licensee is subject to Section 22.m.
- ii. **Licensee agrees** to provide information about business and career progress for Licensee's business for up to the next five (5) years.

- e. **Security Measures.** Licensee must provide the Licensor with a list of all those working for Licensee's company and using the BRC's facilities. The list must include names, phone numbers, email addresses and positions from each of those working for Licensee's company. If an employee leaves the company and has been assigned a key, Licensee shall collect the key and deliver it to the Licensor. Any keys or entry cards for the Licensed Premises or the BRC Building, which the Licensor lets Licensee use, remain the Licensor's property at all times. Licensee shall not make any copies of them or allow anyone else to use them without the Licensor's consent. Any loss of keys or entry cards must be reported to Licensor immediately, and Licensee must pay the cost of replacement keys or cards and or changing locks, if required by Licensor. Licensee shall not place any additional locks or bolts of any kind upon any of the doors or windows of the Licensed Premises or the BRC Building nor make any changes to existing locks or the mechanisms thereof.

- f. **Licensor Representative.** A representative of the BRC, a mentor designated by Licensor, or SBDC counselor will be assigned by Licensor to work with Licensee, and Licensee will authorize and allow that individual to participate, at the individual's option, on Licensee's Board of Directors as an observer.

- g. **Graduation from the BRC.** For purposes of this Agreement, Licensee will be considered graduated from the BRC upon the occurrence of any of the following:

- i. Licensee's gross revenues exceed \$1,000,000 in a calendar year;
- ii. Licensee needs more than two rooms; or
- iii. The third anniversary of the License Agreement.

- h. **Relocation within BRC.** Licensee agrees and understands that the Licensor, from time to time, may require Licensee to relocate within the BRC Building to optimize space utilization. Furthermore, Licensee understands and agrees that taking space in the BRC Building is not a long-term arrangement and that Licensee can be asked to relocate out of the BRC Building at any time in

accordance with Section 3.h or 5 of this License Agreement. If Licensee moves into a larger space, Licensee agrees to pay the increased CAM Fees for the remainder of time while housed at the BRC.

- i. **Promotional Materials.** Upon request, Licensee will provide University with a high-resolution copy of the logo for Licensee's business, and in its discretion Licensee may provide Licensor with other materials relevant to the marketing and promotion of Licensee's business, such as photographs, videotapes, motion pictures, or other visual or audio media of any kind. The logo and all such other materials provided by Licensee are referred to hereinafter as the "Promotional Materials." Licensee hereby grants University a non-exclusive, fully paid-up, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use, offer for sale, sell, reproduce, create derivative works of, distribute, perform or display the Promotional Materials for the sole purpose of marketing and promoting Licensor and the BRC program. The foregoing license shall survive any termination of this License Agreement.

4. **Term and Termination.**

- a. **Term.** The term of this License Agreement will be month to month commencing as of the Commencement Date set forth in Exhibit 1 and continuing thereafter on a month to month basis for no more than three years (36 months).
- b. **Termination.** This License Agreement will terminate upon the occurrence of any of the following:
 - i. Licensee has graduated from the BRC as described in Section 3.g above;
 - ii. Licensee defaults and fails to cure in accordance with Section 17 of this License Agreement;
 - iii. Licensee moving its business out of the Licensed Premises;
 - iv. A Party providing the other Party with thirty (30) days' prior written notice of termination of this License Agreement;

5. **Fees.** Licensee agrees to pay Licensor the fees set forth in Exhibit 1 with the frequency set forth in Exhibit 1 (e.g., Licensee will pay Licensor the monthly CAM Fees [Common Area Maintenance fees], set forth in Exhibit 1) without prior demand and without offset or deduction, and in advance, on the first day of each calendar month during the term of this License Agreement, commencing on the effective date of this License Agreement. If Licensee moves within the BRC Building to a larger location, pursuant to Section 3.h or as otherwise authorized by Licensor, CAM Fees will automatically be increased in proportion to the increase in size. Licensee shall pay all fees and any other sums payable under this License to Licensor at 815 West 1250 South Orem, Utah 84058 or such other address as Licensor may designate by written notice to Licensee. The Refundable Security Deposit will be held by Licensor during the effectiveness of the License as security for the performance by Licensee of all of Licensee's obligations under this Agreement.

6. **Utilities.** Licensor will pay the gas and electric utilities, sewer, garbage, water, and

janitorial services. Licensee will be responsible for, and pay for, its own telephone and telephone Data services. In accordance with Section 5, Licensee will pay those utility fees listed in Exhibit 1 (e.g., for data/Wi-Fi port access).

7. **Repair of Building.** Licensor, at its sole discretion, cost and expense, will make improvements and repairs, as solely determined by the Licensor, to the BRC Building, including the Common Areas, parking lot and sidewalks.

8. **Maintenance and Regulation of Common Areas.**

- a. Maintenance. Licensor will manage, operate, and maintain the Common Areas. Licensor will maintain the Common Areas in attractive and clean condition.
- b. Regulations. Licensor may adopt, from time to time, reasonable rules and regulations regarding the Common Areas, including the designation of parking areas for use of employees of Licensee, and the designation of parking areas for use by Licensee customers. Licensee agrees to abide by all such rules and regulations of the Licensor.

9. **Right to Alter and Remodel.** Licensee may, only with prior written notice to and approval of the Licensor, and at its own expense, remodel or alter the Licensed Premises if such remodeling or alteration promotes Licensee's business and is done in a good and workman-like manner.

10. **Signs.** Licensee must receive prior written approval from the Licensor before installing any signage; Licensor may revoke any such approval at any time in its discretion. Except as otherwise authorized in accordance with the foregoing sentence, Licensee may only conduct business in Licensee's name. Licensee shall not put up any signs on the doors to the Licensed Premises or the BRC Building or anywhere else, which are visible from outside the Licensed Premises or the BRC Building.

11. **Quiet Environment.** Licensee will freely, peaceably, and quietly occupy and enjoy possession of the Licensed Premises during the term of this License, pursuant to the terms of this License and any BRC or UVU policies or requirements. BRC or UVU policies may be amended from time to time without prior approval from Licensee. Licensee shall not commit, or suffer to be committed, any waste upon the Licensed Premises or any nuisance (public or private) or other act or thing of any kind or nature whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance of any other occupants in the BRC Building.

12. **Access.** Licensee will allow Licensor reasonable access to the Licensed Premises at all reasonable times, in order for Licensor to fulfill any of Licensor's obligations under the Lease, to make any necessary repairs or alterations, or to examine the Licensed Premises for compliance. Licensor's right of access must not reasonably interfere with the conduct of Licensee's business. Access to the Licensed Premises in accordance with this Section 12 shall not render Licensor liable to Licensee, constitute a constructive eviction, or give rise to a refund or abatement of fees.

13. **Insurance and Indemnification.** Licensee shall maintain its personal property (“Licensee Personal Property”) and shall arrange insurance for Licensee Personal Property against all risks and for Licensee’s liability to and for Licensee’s Invitees. Licensee has the risk of damage, loss, theft, or misappropriation with respect to Licensee Personal Property and liability to and for Licensee’s Invitees and therefore Licensee’s insurance coverage shall cover the foregoing and have suitable policy limits to cover the foregoing. Licensee shall provide a certificate of insurance naming the Licenser as additional insured, indicating amounts of liability coverage not less than \$500,000 per person and \$1,000,000 per accident. Licensee shall be responsible for all damages beyond reasonable wear and tear it causes to Licenser Personal Property, the Licensed Premises, the BRC Building, and the Common Areas. Licensee agrees, as a material part of the consideration to be rendered to the Licenser under this License Agreement, to waive any right of recovery against Licenser, its directors, officers, employees any damage, loss, theft or misappropriation of Licensee Property or other property under Licensee’s control and any liability to and for Licensee’s Invitees, including for injuries to Licensee or Licensee’s invitees in or about the BRC Building. All property in the Licensed Premises is understood to be under Licensee’s control.

Except to the extent caused by the negligence or willful misconduct of the indemnified party or such party’s officers, directors, employees, representatives, contractors and agents, Licensee agrees to indemnify, defend and hold harmless the Licenser and the BRC, the their officers, directors, employees, representatives, contractors and agents, from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with Licensee’s and Licensee’s Invitees' use of a the Licensed Premises, the BRC Building, and the Common Areas, or any violation of applicable law, this License Agreement or the policies of BRC or Licenser.

Without limiting the foregoing, Licenser will not be liable for

- a. any damage to Licensee’s property, by theft, casualty or otherwise; or
- b. any personal injury or other property damage to others, unless caused by the sole negligence of Licenser. Licensee will not do anything on the Licensed Premises that may subject Licenser to any liability for damage to person or property or by reason of any violation of law. Licensee will indemnify and hold harmless Licenser from all liability, and any other expense, due to any breach of covenant contained in this License to be performed by Licensee;
- c. any work performed by Licensee on the Licensed Premises; and
- d. any negligent acts or omissions of Licensee.

14. **Casualty.**

- a. **Repair and Restoration.** Subject to subparagraph 14(d), if the Licensed Premises or any part of it is damaged or destroyed by fire or other casualty, Licenser will, at its election, at its own cost, diligently repair, restore, and rebuild the same. Licenser will use reasonable efforts to start such repair, restoration, or rebuilding work within ninety (90) days of the fire or casualty, so that the Licensed Premises

will be substantially the same as it was prior to the fire or casualty. Licensee acknowledges and agrees that if events described in this Section 14.a, Licensee may in its discretion suspend provision of the BRC program.

- b. **Abatement of CAM Fees.** If damage or destruction by fire or other casualty causes a suspension of Licensee's business, the CAM Fees payable under this License will be abated from the date of such damage until the Licensed Premises is repaired, restored, or rebuilt in accordance with subparagraph 17(a).
- c. **Option to Cancel.** If fifty percent or more of the building is destroyed by fire or other casualty, or if the Licensed Premises or the BRC Building is rendered unusable as a result of fire, casualty, or other condemnation, Licensee or Licensors may cancel this License by written notice to the other party, given within thirty (30) days after the fire or casualty. Such cancellation shall be effective on the date given.

15. **Assignment and Subletting.** Licensee may not assign or sublet any part of the Licensed Premises without the prior written approval of both the Licensors as well as the U. S. Economic Development Administration.

16. **Encumbrances of License.** Licensee will not mortgage, pledge, create any liens on, or otherwise encumber, this License or its interest in the Licensed Premises.

17. **Default.**

- a. Licensee shall be held in default if Licensee fails to comply with any provision of this License Agreement for at least ten (10) business days after Licensee receives written notice from Licensors specifying the nature of the non-compliance by Licensee. In the event of an uncured default by Licensee, Licensors may terminate this License upon written notice to Licensee, which notice will operate as a notice to quit, and on the date stipulated in such note, this License and Licensee's estate under this License will terminate and Licensee must surrender the Licensed Premises. Licensors may, if possession is not surrendered, proceed to recover possession at law. Upon such termination of this License, Licensors' obligations under this License will cease, but Licensors retain right to recover
 - i. all CAM Fees, and any other fees, accrued up to the date of recovery of possession of the Licensed Premises by Licensors; and
 - ii. damages, as provided in herein.
- b. **Right to Re-License and Damages.** If Licensors recover possession pursuant to subparagraph 17(a), above, it may re-license the Licensed Premises for such CAM Fees and on such terms as it deems appropriate. Thereafter, if Licensors is not able to License the Licensed Premises, or is only able to License the Licensed Premises at a CAM Fees rate less than paid by Licensee, Licensee shall remain liable for

- i. any such deficiency in CAM Fees; and
 - ii. all other damages sustained by Licensors, including reasonable attorney's fees, brokerage fees, and expenses of preparing the Licensed Premises for re-leasing and in enforcing any provision of the License.
- c. **Other Remedies.** Licensors may enforce its rights under this License through litigation or by any other remedy available at law or in equity.
- d. **Cumulative Remedies.** All rights and remedies of Licensors are separate and cumulative, and the use of one or more does not exclude or waive any other right or remedy.
- e. **Cost and Expenses.** In the event of any default hereunder, Licensee shall pay all costs and expenses of Licensors, including attorney's fees, accrued in enforcing the terms of this License, whether such costs and expenses are incurred with or without suit or before or after judgment.

18. **Licensors' Performance of Licensee's Obligations.** If Licensee fails or neglects to perform any of its obligations or covenants set forth in this License, Licensors may, at its option and in addition to any other remedy available to it, perform such obligation or covenant on Licensee's behalf, and Licensee shall repay Licensors, on demand, all costs of such action.

19. **Surrender of Demand Premises.** At the expiration or termination this License, or any renewal term, Licensee will quit and surrender the Licensed Premises broom clean and in good condition (i.e., in at least the same condition as when Licensee first occupied the Licensed Premises), except for reasonable wear and tear, and will remove all of its property from the Licensed Premises.

20. **Notices.** Any notice, demand, or communication to either party must be given by registered, first-class mail, postage prepaid, addressed as follows:

Licensors: Utah Valley University
815 West 1250 South, MS 240
Orem, Utah 84058

Licensee: See [Client Information in Exhibit 1](#)

or at such other address as a party may hereafter designate to the other party in writing.

21. **Successors and Assigns.** This License shall be for the benefit of and binding on the parties to this License and its successors, if any. This License may not be assigned by Licensee without Licensors' written agreement.

22. **Miscellaneous.**

- a. **Entire Agreement.** This License is the entire agreement between Licensors and Licensee, and no earlier verbal statements or written agreements shall have any force or effect. Licensee agrees it is not relying on any representation or agreement except those contained in this License.
- b. **Amendment.** This License may not be amended, modified in any respect, or canceled, except by written agreement between the Parties.
- c. **Saving Clause.** If any provision of this License is invalid or unenforceable, the remainder of this License will not be affected, but will remain valid and enforceable to the fullest extent permitted by law.
- d. **Audits.** At any time during normal business hours and as frequently as is deemed necessary, Licensee shall make available to the Licensors and USEDAs, or USEDAs's authorized agents, for their examination, all of Licensee's records pertaining to matters covered by this License Agreement and only matters relating to the License Agreement.
- e. **Governing Law and Venue.** This License Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under this License Agreement shall be exclusively in the State of Utah.
- f. **Retention of Records.** All records in the possession of Licensee pertaining to this License shall be retained by Licensee for the period of three (3) years after the expiration of the License or any extensions thereof. All records shall be retained beyond the three (3) year period if audit findings have not been resolved within that period or if other disputes have not been resolved.
- g. **Environmental Compliance.**
 - i. Licensors warrants and represents to Licensee that it has no knowledge of the presence, now or in the past, of any hazardous substance or hazardous material on the Licensed Premises. Licensors agree to hold Licensee free, harmless and indemnified from any penalty, fine, liability, cost or change whatsoever related to any damage or condition that might be caused by any existing conditions that currently exists on the Licensed Premises.
 - ii. Licensee covenants and agrees that, throughout the effectiveness of the License, Licensee's use and occupancy of the Licensed Premises will at all times be in strict compliance with all governmental regulations, be they federal, state, county, municipal, or otherwise, that pertain to the use and storage of hazardous materials and substances, and Licensee shall save

and hold Licensor free, harmless and indemnified from any penalty, fine, liability, cost or charge whatsoever which Licensor may incur by reason of Licensee's failure to comply with this Paragraph 22.g. Such covenants, however, shall not apply to any condition that existed at the time Licensee first took possession of any part of the Licensed Premises, or which is cause or result from acts of others, including Licensor.

- iii. Licensee's obligations under this Paragraph 22.g, shall automatically terminate and expire one year after termination of this License Agreement unless an action has been filed in some judicial tribunal of competent jurisdiction prior to that item which related to a period during which Licensee in fact did occupy any part of the Premises.

- h. **Warranty Disclaimer.** ALL SERVICES AND PRODUCTS PROVIDED BY LICENSOR, INCLUDING THE BRC PROGRAM, AND ALL RELATED COMPONENTS AND INFORMATION OF SUCH MATERIAL AND CURRICULUM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- i. **UTAH VALLEY UNIVERSITY NAME.** Nothing in the Agreement establishes in Licensee any right or interest in Licensor's names or marks, including such names as "Utah Valley University," "UVU," or any derivation thereof. Notwithstanding any provision of the Agreement, Licensee agrees not to use, attempt to use, or assert ownership or any interest in any intellectual property of Licensor, including any name or mark.
- j. **UNIVERSITY A GOVERNMENTAL ENTITY.** Company acknowledges that University is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "**Act**"). Nothing in the Agreement shall be construed as a waiver by University of any protections, rights, or defenses applicable to University under the Act, including without limitation the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of University to incur by contract any liability for the operations, acts, or omissions of the other Party or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, the liability of University and any obligations of University to indemnify, hold or save harmless, and/or defend contained in the Agreement are subject to the Act, are limited only to claims that arise directly and solely from the negligent acts or omissions of University, and, inclusive of attorney's fees, are limited to the amounts established in Section 63G-7-604 of the Act.

- k. **FORCE MAJEURE.** Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency including but not limited to epidemics, pandemics, and quarantines, such as the events connected with the 2019 novel coronavirus disease (COVID-19); (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give as much notice as reasonably practicable of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- l. **MISCELLANEOUS.** Notwithstanding any provision of the Agreement, Company shall not be appointed the University's officer, agent, or attorney-in-fact and shall not have authority to execute documents or take action with the legal force and effect as if those actions were taken by the University. The Agreement may be executed in two or more counterparts through the exchange of electronic (e.g., pdf) or facsimile signatures, each of which will be an original and together will constitute one and the same agreement. A signed copy of the Agreement delivered by email, facsimile, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of the Agreement. Notwithstanding any other provision to the contrary in the Agreement, no late fee, finance charge, or interest shall be charged or accrue to University on any amount for so long as there exists a good faith dispute between Company and University as to such amount. Company shall have no right to an on-site audit to verify University's compliance with the Agreement. University shall not be liable for the acts and/or omissions of its students. IN NO EVENT WILL UNIVERSITY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING FROM OR RELATING TO THE AGREEMENT AND EVEN IF UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL UNIVERSITY'S AGGREGATE LIABILITY UNDER THE AGREEMENT FOR ANY DAMAGES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL OF ALL FEES PAID BY UNIVERSITY UNDER THE AGREEMENT.

m. **CONFIDENTIALITY**

- i. **Definition of Confidential Information.** "Confidential Information" means any information disclosed, directly or indirectly, in writing, orally, or by inspection or observation of tangible items, by one party ("Discloser") to the other party ("Recipient") that relates to Discloser's actual or anticipated business, research and development, or any proprietary information, trade secrets, and know how. Confidential Information includes, but is not limited to, the terms of this Agreement, the Services, research, product plans, products, services, development plans, inventions, processes, formulas, technology, designs, drawings, marketing, finances, and other business information, along with information received from third parties for which either party has confidentiality obligations. As between the parties, Confidential Information is the sole property of Discloser. Confidential Information does not include any information that was: (1) publicly available when received or subsequently becomes publicly available through no fault of Recipient, or disclosed by Discloser to another without obligation of confidentiality (2) already in Recipient's possession, without obligation of confidentiality, or (3) developed independently.
- ii. **Protection of Confidential Information.** For a period of one (1) year from receipt, Recipient will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (1) not use any Confidential Information of Discloser for any purpose outside the scope of this Agreement and (2) except as otherwise authorized by Discloser in writing, limit access to Confidential Information of Discloser to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the receiving party containing protections not materially less protective of the Confidential Information than those herein. Notwithstanding the foregoing, Licensee accepts all risk to its intellectual property interests used in the BRC Building, Licensor shall have no liability arising from Licensee's disclosure (whether intentional or not) of any of Licensee's Confidential Information to any third parties present in or around the BRC Building including the Common Areas.
- iii. **UVU a Governmental Entity and Therefore Subject GRAMA.** Institution is hereby informed that UVU is subject to the Government Records Access and Management Act, Utah Code Ann. section 63G-2-101, et seq. (2012), as may be amended ("GRAMA"). Pursuant to GRAMA, certain records within UVU's possession or control (including this Agreement) may be subject to public disclosure. UVU hereby informs Institution that any person or entity that provides UVU with records that such person or entity believes should be protected from disclosure for business reasons must, pursuant to section 63G-2- 309 of GRAMA,

provide to UVU, with the record, a written claim of business confidentiality and a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in this Agreement, UVU may disclose any information or record to the extent required by GRAMA or otherwise required by law, including without limitation the federal Family Education Rights and Privacy Act (“FERPA”), to UVU’s attorneys, accountants, and consultants on a need-to-know basis.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year set forth below.

Dated this _____ day of _____, 20_____.

Licensors

Licensee

Print Name

Print Name

Signature

Signature

Date: _____

Date: _____

EXHIBIT 1 FEES

License

Client Information/Billing Address Client Name: _____ Contact Name(s): _____ Address: _____ City, State, Zip: _____ Telephone Number(s): _____ Email(s): _____ Billing Information: _____	
Suite Sign/Directory Strip:	
Summary of Terms Initial License Term: <u>Month-to-month</u> Commencement Date: _____ Suite or Desk No(s): _____	Membership/Shared Workspace: \$55 <ul style="list-style-type: none"> Mailbox Access Smart Cities Lab Equipment Access Shared Workspaces in Orem and Wasatch Conference and Meetings Rooms (must schedule in advance)
Fixed Monthly Fees (CAM Fees) Membership/Shared Workspace: Dedicated Desk: _____ Cubicle: _____ Office/Suite: _____	Dedicated Desk: \$75 <ul style="list-style-type: none"> All things offered in Membership A dedicated desk with storage
Variable Monthly Fees Meeting Room Solution: <u>Determined by Use</u> Additional Secretarial Service: <u>Determined by Use</u> Additional Copy Center Charges: <u>Determined by Use</u>	Cubicle: \$150 - 25 <ul style="list-style-type: none"> All items in Membership Cubicle
One-Time Initial Fees Programming Fee: _____ Refundable Security Deposit: <u>\$100.00</u> Other: _____	Office: \$250 - \$1000 <ul style="list-style-type: none"> All items in Membership Office
Total Fees to Begin Service:	

Telecommunications Solution

- Internet Connection (included)
- Dedicated IP Address \$10 per month
- VOIP Phone (e.g. Ooma Office or Jive) purchased separately

Copy Center Solution

- Black and White Copies \$0.12 each
- Color Copies: \$0.28 each

Mailing Services

- A mailbox, mailing address, and daily mail service (included)

Meeting Room Facilities (8 hours per month included with Membership)

- Mentor Room
- Board Room
- Large Conference Room
- Small Conference Room

Shared Workspaces

- Loft
- Lobby
- 2nd floor Kitchen area
- Hallways
- Co-working/Student 213

Smart Cities and Fabrication Lab (SCaFL) – Access to this lab and makerspace is included with your membership at the BRC. Materials used in the lab may need to be purchased or brought in separately. Equipment in the lab includes:

- 3d Printers
- Laser cutter
- Soldering Tables
- 3d Scanners
- Drone
- Spectrometer

Use of the servers and 10GB connection in the SCaFL may need to be purchased separately

Furniture – desks, chairs, cubicles may be provided if available

Licensee