

Cornell Tech Co-working Space Membership Agreement

Cornell Tech provides co-working space to Masters Students, PhDs, Faculty, Postdocs, and alumni that are transitioning startups from the academic environment to the commercial world. The space is intended for teams that are too early for institutional seed funding and unable to be adequately self-funded.

The purpose of this document is to describe the terms and conditions, policies, and ground rules, which may be amended by Cornell Tech, required for Cornell Tech startup teams and its members to establish co-working space membership.

Parties

Associate Members are individuals who are members of a team. The Primary Member is the start-up company (formed by one or more members of the team), with which the Associate Members are affiliated (e.g. as employee, principal, officer, consultant, etc.). Each Associate Member who will be using the Co-working Space and the Primary Member (by its duly authorized representative such as an officer or a principal), are required to sign this Agreement in order to use the co-working space. The Primary Member may have a grace period of up to thirty (30) days following the date when the first Associate Member signs this Agreement, during which to execute it in the name of the Primary Member. The grace period should be sufficient time to allow for formation of the company and meeting the requirements herein (e.g. AFE) and the grace period may not be extended without requesting Cornell Tech's approval in advance. As used in this Agreement "member" or "you" applies to both Associate and Primary Members, unless Associate or Primary is specified or the context indicates otherwise. Prior to the execution of this Agreement by the Primary Member, the first Associate Member to sign this Agreement shall be the Interim Agent for a team. "We" or "our" or Cornell Tech refers to Cornell University.

Terms and Conditions

1.0 Benefits of Membership

(a) Services. Subject to the terms of this agreement, Cornell Tech will provide each Member the services described below. These services are referred to in this agreement as the **"Services."**

- Access to up to one year (subject to this Agreement) of co-working space in the New York Times building located at 620 Eighth Avenue New York, New York 10018.
- Regular maintenance of the office space including vacuuming and emptying waste baskets, provided that we will not be responsible for damage exceeding normal wear and tear. Regular maintenance does not include washing dishes; therefore, your team and fellow co-workers will be responsible for washing and organizing dishes.
- Access to and use of the shared Internet connection.
- Subject to availability, use of the conference room.
- Heat and air-conditioning in the office space during regular business hours on regular business days.
- Acceptance of mail and deliveries on behalf of your business during regular business hours on our regular business days.
- Opportunity to participate in Cornell Tech sponsored events at both the New York Times building and main campus, located at 111 8th Avenue.

- All members will be added to a Cornell Tech co-working space list serve.

(b) Business Hours/Days. “Regular business hours” are generally from 8:00 a.m. to 6:00 p.m. with the exception of days prior to U.S. federal holidays. “Regular business days” are all weekdays, except U.S. federal holidays and up to three other days of which we will inform you. You will have access to the building during nights and weekends; however, those days and times do not constitute Business Hours/Days.

(c) Updating the Member List. The Primary Member (or the Interim Agent, during the grace period and absence of a constituted Primary Member) is responsible for maintaining the accuracy of the names of the Associate Members on the Member List for access to the Cornell Tech Co-working space. Each member of your company who expects to work from the Cornell Tech Co-working space must sign this membership Agreement as an Associate Member prior to accessing the Co-working space. Changes to the Member List should be emailed to us at adminsupport@tech.cornell.edu in advance. In this email, please include the name(s) and email address(es) of the departing (if any) and new Associate Member(s) and the effective date of this change. A team’s Member List shall not exceed 6 Associate Members. There must be at least one Cornell Tech alumni or current student on the Member List at all times.

(d) Our Reserved Rights. We are entitled to access your office space, with or without notice, for maintenance, showings to prospective members, safety or emergency purposes. During these times, we may temporarily move furniture contained in the office space. The Services may be provided by us, an affiliate or a third party. We reserve the right to move or alter your office space. We may modify or reduce the list of Services at any time with prior notice. We may issue or amend rules governing the use by all users of the Co-working space at any time and from time to time.

1.1 Membership Fees

(a) Member Fee. All Cornell Tech startup teams invited to become Primary Members of the Cornell Tech co-working space are offered membership for one year. All Primary Members shall sign an Agreement for Future Equity (AFE) that has a **Purchase Amount** equal to the value of this co-working Agreement plus any cash investment into the startup by Cornell Tech.

1.2 Term and Termination

(a) Term. This Agreement will be effective (“Start Date”) when signed by both Cornell Tech and at least one Associate Member subject thereafter however, to (1) signature by the Primary Member, together with (2) the AFE signed by the Primary Member and Cornell Tech, all before the end of the grace period. Failure to accomplish all three requirements before the end of the grace period will automatically terminate this Agreement with respect to both Primary and Associate Members. Regardless of when the Primary Members signs and meets the other requirements, the term of this Agreement shall end (“Ending Date”) on the sooner of: (i) one-year after June 4th, 2015; or (ii) when your start up exceeds six (6) Associate Members, or (iii) if we notify the Primary Member (or Interim Agent) of the violation of one or more terms and conditions of this Agreement and the violation is not cured within 3 business days, except in the case of conduct deemed by us to be hazardous, extremely disruptive to others, illegal or unethical, in which case we may summarily terminate this Agreement in our sole discretion. The membership of every Associate Member shall be co-terminus with such Ending Date. If the Start Date is a Business Day, the Members who have signed this Agreement will be entitled to move into the office space on the Start Date. If the Start Date is, or if not a Business Day on the first Business Day after the Start Date.

(b) Cancellation Prior to Start Date. Any Member may cancel this agreement prior to the Start Date upon delivery of written notice to Cornell Tech. The notice can be emailed to adminsupport@tech.cornell.edu or physically mailed or delivered to Cornell Tech. Cancellation by an Associate Member applies only to that individual. Cancellation by the Primary Member applies to it and to all its Associate Members.

(c) Office Space Not Timely Available. If we are unable to make the office space available by the Start Date, we will not be subject to any liability therefore, nor will such failure affect the validity of this agreement. If the office space is not made available to you within fifteen (15) days of the Start Date, you may terminate this agreement by providing us with written notice of such termination at any time before the office space is made available to you.

(d) Termination after the Start Date. Any Member may terminate this agreement by delivering a one week advance written notice to Cornell Tech in the same manner as provided above. Termination by an Associate Member applies only to that individual. Termination by the Primary Member applies to it and to all its Associate Members.

(e) Termination of an Associate Member after the Start Date by Us. We may immediately terminate this Agreement at any time, when we, in our reasonable discretion, deem an Associate Member's continuing presence will have an adverse effect on the co-working space or others using the space.

(f) Removal of Property upon Termination. Prior to the termination of this Agreement, you will remove all Members', and any guests', property from the office space. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in or on the office space after the termination of this agreement without any obligation to store such property, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible to pay any fees reasonably incurred by us regarding such removal.

(g) Our Reliance on Apparent. We will be entitled to rely for communications to or from you if you are the Primary Member and if you are not the Primary Member, then you acknowledge the designation of the primary Member for this purpose. If a change of identity (for instance the formation of a LLC or other entity, the "Assignee") occurs it is the Primary Member's responsibility to request permission to assign the Agreement to the Assignee and provide any information we reasonably request, including the continued participation as a principal of at least one student or recent alumni of Cornell Tech, a re-executed AFE, and proof of insurance. Thereafter we will be entitled to a copy of the assignment or memorandum of assignment signed by the Primary Member and the Assignee. Concurrent with the delivery of a copy of the assignment, the Primary Member and Assignee will jointly provide us with written notice of the person and his or her title, who will be authorized to act for the Assignee as Primary Member. Thereafter, any change in the identity and title shall be communicated to us by certificate of the corporate secretary or other person duly having custody of the minutes and records of the Assignee.

1.3 General House Rules

(a) You agree that:

- Keys, key cards and other such items used to gain physical access to the building or the office space remain our property. The Primary Member will cause the Members to safeguard our

property and will be liable for replacement fees should any such property be lost, stolen or destroyed.

- You shall promptly notify us of any change to your contact information.
- We will provide notice via email to you and the Members of your organization of any changes to services, fees, or other updates. It is your responsibility to provide us with the correct and up to date email addresses and to read such emails. Any email we send to the last provided email address is deemed sufficient notice.
- We may disclose information about you or the Members as necessary to satisfy any applicable law, regulation, our license to use the space, legal process or government request.
- You and the Members will abide by other rules and regulations as determined by us which are communicated to you by email. We may add, delete or amend the rules and regulations at our reasonable discretion and with notice to you.
- You acknowledge that your office space has a limited capacity. No more than 6 persons per team are permitted to work in your space at any given time.
- Common spaces are to be enjoyed by our members and guests for temporary use and not as a place for continuous, everyday work.
- Following the termination of this agreement, we will not forward or hold mail or other packages delivered to us.

(b) No Member will:

- Perform any activity that is reasonably likely to be disruptive or dangerous to other members, their guests, or their property.
- Use the Services to conduct or pursue any illegal or unethical activities.
- Use the Services to conduct any activity that is generally regarded as offensive or discriminatory.
- Take property or copy information belonging to other members or their guests, whether tangible, intellectual, or otherwise intangible.
- Use the name “Cornell Tech” or use pictures or illustrations of the Premises in any advertising, publicity or other purpose, without our prior written consent.
- Use the office space in a “retail,” “medical,” or other nature involving frequent visits by members of the public.
- Make any copies of any keys or other means of entry to the Premises or lend, share or transfer any keys or keycards to any third party.
- Bring an animal to the co-working space unless the animal is a bona fide service animal
- Allow any guest(s) or your Associate Members to enter the building without registering such guest(s) according to our New York Times Building policies.
- Add signage, imagery, etc. on the walls or columns without prior permission

1.4 Additional Agreements

(a) No Offer or Lease. This agreement does not constitute an offer and your signature is not an acceptance of an offer. This agreement shall not be binding unless and until signed by an authorized representative of Cornell Tech following signature by you of this agreement and beyond the grace period and of the AFE. This agreement does not constitute a lease or convey any interest in real property whatsoever. We make no warranty of habitability or fitness for any purpose or any other warranty whatsoever as to the space or the services, beyond a standard of reasonable care with respect

to matters reasonably within our control. You take the space in “as is/as found” condition. This agreement is only a revocable, non-exclusive license. We reserve the right to revoke your access to and use of the space for any reason or no reason in our sole and absolute discretion.

(c) Limitation of Liability. Your occupancy and use of the space and services is solely at your own risk. We and our Licensor (building owners, building managers etc, “our affiliates”) will not be liable for any indirect, special, incidental, consequential, or punitive damages, including loss of profits or business interruption unless due to our gross negligence. You waive any right, cause of action, petition, suit or other claim against us or our affiliates arising out of or connected in any way with this Agreement, the space, the services or our administration of similar agreements with respect to other Members and users of the space and services or the behavior of such other Members and users. You may not commence any action, or proceeding against us or our affiliates, whether in contract, tort, or otherwise unless you first gave us notice and a complete description in writing of the incident, individuals involved, their contact information, and other facts and circumstances within five (5) business days of such occurrence

(d) Indemnification. You will indemnify and hold harmless us and our affiliates from and against any and all claims, causes of action, suits, petitions, judgments, damages and liabilities, and expenses including reasonable attorneys’ fees and investigatory expenses (“Claims”), arising out of, accruing, or connected to or resulting from this agreement, the policies and ground rules (as they may be amended from time to time), the services provided (or failure to be provided) by us unless caused by our gross negligence, that may be brought or claimed by you or your Associate Members, whether employees, members, assignees, officers, directors, agents, or guests (“Your Parties”) If any such Claims are brought against us or our affiliates, you will at your expense, upon written notice from us, defend such action or proceeding by counsel approved by us or our affiliates. You are responsible for the actions of and all damages caused by all persons, equipment, and animals that you, the Members or their guests invite or suffer to enter the building.

(e) Insurance. You are required to provide and maintain, at your own expense, personal property insurance covering your business personal property, and commercial general liability insurance covering you and Your Parties for property loss and damage, and injury (including death). You are required to name us and Our Parties as additional insureds. You are required to provide us with proof of insurance upon our demand and keep insurance in effect at all times during this agreement. You are further responsible to provide and maintain any business interruption or prevention of or denial of use of or access to, all or part of the space in form and amount appropriate to your business.

If you have employees, you are required to carry statutory workers compensation insurance.

We may at any time during your membership set specific minimum insurance limits that you are required to maintain. Failure to provide proof of this insurance shall result in termination of membership.

(f) Other Members. We do not control and are not responsible for the actions or negligence of other members or their employees, associate members, assignees, officers, directors, agents, or guests (“Their Parties”). If a dispute or disturbance arises among you and any other Member(s) and Their Parties, we shall have no responsibility or obligation to take any action or position whatsoever, including without limitation to participate, mediate or indemnify any party.

(g) Class Action Waiver. Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.

No Assignment or Holdover. This agreement is personal to you. It may not be assigned, traded, pledged, mortgaged, sublet, sublicensed, subleased, in any manner without our express written consent. This agreement may not be extended or renewed or held over beyond its termination as provided herein. Our failure to notify you that the term of the agreement is near or has expired shall not be a basis for any right to hold over or renew.

1.5 Membership Details

Company Name:		Start Date:	
Associate Member(s)	1.	Signature:	Date:
	2.	Signature:	Date:
	3.	Signature:	Date:
	4.	Signature:	Date:
	5.	Signature:	Date:
	6.	Signature:	Date:

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and delivered and the various dates so indicated.

Primary Member

By: _____

Print Name and title

Date: _____

Company EIN #

Address: _____

Email: _____

Cornell University

By: _____

[Print *name*]

[*title*]

Address: _____

Email: _____

Date: