

August 21, 2018

Techlahoma Foundation Board of Directors
C/O Vance Lucas

Dear Mr. Lucas and Techlahoma Board Members,

In recognition of the role Techlahoma plays in supporting grassroots technologists and technology communities in Oklahoma, and their alignment with the efforts with StarSpace46's role in providing a place to foster the growth of the technological and entrepreneurial communities in Oklahoma, as well as upholding their terms of verbal agreements by already providing streaming capabilities in the event center and recognizing StarSpace46 as a flagship sponsor, the partners of StarSpace46 wish to formally pledge their support as follows:

StarSpace46 hereby desires to engage in a long term and financially supportive relationship with Techlahoma. StarSpace46 pledges to sponsor usage of the event space and conference rooms for up to 40 hours per month, as well as reasonable storage, totaling an approximated value of \$4,000 each month, for 12 months. This annual pledge began on October 16, 2018 and is scheduled to either renew or end on October 15, 2019 in effort to support the mission of the Techlahoma Foundation.

This is in recognition for the initial and continued support that Techlahoma has invested already and continues to maintain such as installation and maintenance of on-site equipment (including items such as, chairs, tables, etc.), sound reinforcement facilities, and additional infrastructure improvements. We also thank Techlahoma for their personal attention to items such as paying for the electrical expansion efforts as well as overseeing a successful capital campaign that served to announce the affiliation and relationship with SS46. The primary designation of the space shall be reserved for Techlahoma, with prominent name placement and opportunity to alter facades of the room to reasonable and tasteful levels but not to intentionally impede any advertisement of additional sponsors.

StarSpace46 requires no financial or material benefit for this gift aside from designation as a Flagship Sponsor. This agreement can be changed or nullified in the case of a significant change of finances, leadership, or vision of either StarSpace46 or Techlahoma.

Though StarSpace46 requires no financial or material benefit, the partners of StarSpace46 request to receive a quarterly report which communicates the impact their gift has on the technology community as well as the overall reach that the Techlahoma Foundation is experiencing.

In accordance with this agreement, Techlahoma Foundation agrees to abide by the following expectations and requests:

- Agreement and adherence to the current and future StarSpace46 Terms of Use, Code of Conduct, Animal/Pet Policy, and Alcohol Policy
- StarSpace46 shall hold all Techlahoma Foundation User Group Leaders (UGLs) responsible for their respective User Groups (UGs), as well ensuring that all User Group Leaders sign a separate agreement individually
- All events must be properly booked through Office R&D at least 1 week prior to the event and no more than 3 months prior to the event.
- If cancellation is needed then a prior notice of at least 48 hours is required or the designated hours will be forfeited and counted toward the hourly total for the month. This may be accomplished to avoid unneeded event space usage by utilizing smaller available conference rooms for groups with lighter attendance, especially during prime time hours (Fri/Sat nights)

With regards to the Facility and Event Center, which are both core to the continued business of StarSpace46, the following must occur to ensure that no interruptions in day-to-day operations occur:

- Access to StarSpace46 “Members-Only” areas shall be limited; Meetup attendees must be instructed to use the West door in the Patio area, except in the event that Techlahoma has the Holodeck booked, in which case the Main Entrance located on the South side of the building may be used
- Parking for all daytime events must occur in the marked lots across the street from StarSpace46
- 1 month of prior notice is appreciated if any equipment needs to be removed from the space for an off-site scheduled event (up to 4/year), as well as reasonable and discretionary notice for repair/replacements that require device removal
- All UGLs shall be responsible for attending to the Event Center by cleaning of any trash or spills, removing any trash into an outside receptacle, and properly latching the outdoor gate; furthermore StarSpace46 reserves the sole authority to ban any UGLs or UGs if violations to policies occur, at their discretion

Techlahoma and StarSpace46 shall always strive to work together in the best possible interests of all involved parties to mitigate all damages and reduce potential liability. To this end, and to ensure that any potentially destructive litigation is avoided, both parties commit to limiting exposure to the following:

- Spills/Accidents/Incidental damage to personal or public property
- Injuries to any attendees or leaders of any on-site meetings
- Theft or intentional displacement of any personal or public property
- Any damage that is directly in result to negligence by any affiliated party or guest

Collaboration is a key pillar of this agreement, and as such both parties are committed to assist the other with regards to sharing of equipment and expectations. With this in mind, both StarSpace46 and Techlahoma commit to benefitting mutually, with examples such as:

- StarSpace46 is allowed to use on-site equipment as well as monetize available streaming systems when not in use by Techlahoma
- The cost of any upgrades or improvements to the electronic equipment shall be completed by Techlahoma, while structural or utility upgrades shall be completed by StarSpace46.
- To ensure a clean and crisp look, as well as create an environment that is fair and equitable to reflect usage, the Techlahoma Foundation shall commit to paying for scheduled carpet cleaning once per quarter; with StarSpace46 attending to the resolution of any additional incidental cleaning expenses that occur as normal wear and tear, unless gross negligence has been properly cited as the cause and an insurance claim is not filed

Finally, to further ensure the mutual success of both parties, it is highly encouraged that both parties publicly acknowledge, promote, and appreciate the other when the opportunity arises.

If the items included in this Agreement are amenable to the Techlahoma Foundation Board of Directors, please sign and return this letter to StarSpace46, c/o Tommy Yi, by 10/15/2018.

Sincerely,
The Officers of StarSpace46

_____(printed name)

Techlahoma Representative

_____(printed name)

StarSpace46 Representative