



FOUNDERS PLACE INDY

MEMBERSHIP TERMS OF USE

HOUSE RULES

FOUNDERS PLACE INDY is not your everyday workplace. We are a community with a purpose. To make sure we're all on the same page, we're asking you to sign a legal release. The legal terms and conditions are below, but we've translated the highlights into real-person speak. Please read this thoroughly.

OUR PROMISE TO YOU

We value having you as part of our community and are committed to doing all we can to make sure that you and all your fellow members and guests have:

- **A productive and enjoyable place to work** Monday – Friday, 9am – 5pm (or 24/7, depending on your membership).
- **Modern and enjoyable workspace, powerful blazing fast Internet and coffee.**
- **Hassle-free use** of our meeting and conference rooms via our user-friendly scheduling app Skedda. Your membership may come with monthly credits. Any use above those monthly credits will be billed to your account at the end of the month. Rate sheet should be included in your member packet, rate subject to change- notice will be given via email.
- **An incredible community** of smart, friendly, and helpful independent coworkers to connect with from all over the SE region of Kansas (and beyond!).
- **All the information you need** to participate in the FOUNDERS PLACE INDY community and related events and activities. Emails will be sent out, Newsletters are monthly and all updates are via our Facebook page.
- **Opportunities to host** events of your own, including classes, social gatherings and workshops.
- **A vibrant, uplifting place to call your professional home**, even if it's just to stop by and say hello.
- **Advance notice of any changes** to services, fees or other updates, sent to the email address(es) you've provided us. Our membership rates are subject to yearly increases. This applies to all members regardless of level of membership.
- **An honest commitment to serve you to the very best of our ability.** That said, we are human and fallible. Should something go wrong, we are sorry, but FOUNDERS PLACE INDY can't be held legally responsible. If you're hacked while on our network, or if our WiFi goes down, or if someone steals something from you, it's not on us. We will, however, do whatever we can to help you resolve the issue. Just to reassure you, we have invested in the best systems in our IT offerings including a firewall (INCLUDING VPN) and point to point limited access fiber. If you require a HIPPA quality limited network please let us know and possible additional fees to set this up may be required.
- **An always-open line of communication** and confidence that you can share with us all questions, concerns, or ideas. (PS: info@foundersplaceindy.com or 620-331-6171).

YOUR RESPONSIBILITIES

- **FOUNDERS PLACE INDY is a workplace; treat the space and your neighbors with respect and consideration.** When you walk out the door, make sure the space is in the same condition (or better!) as it was when you walked in the door. This includes taking responsibility for your clients and customers.
- **Your stuff is your responsibility.** It is your job to make sure that you do not leave anything at FOUNDERS PLACE INDY when you leave unless it's locked A) in your private office B) in your shared office or C) in a locker, Left behind items, and after a reasonable time has passed, will be deal with by FP staff accordingly.
- **Use your own stuff, not your neighbor's.** If you do need something, send up a flare. We're here to help.
- **Participation is an extreme sport.** If you break it, lose it or cause any losses, claims or damages, we're going to have to ask you to make it right.
- **Respect your neighbor's smarts, and they will respect yours.** When you see something on somebody's monitor or around the printer or on a whiteboard somewhere, forget you saw it. You don't want your client, or your ideas made public and neither does your fellow Founder Friend. We do have our staff sign non-disclosure agreements. There might be situations were we have our members sign them as well if needed.
- **Practice kindness.** We have zero tolerance for harassment. Every FOUNDERS PLACE INDY member and guest should feel welcome, comfortable, and productive in our space regardless of race, gender, sexual orientation, gender identity, religion or other personal attributes or beliefs.
- **Think before you click.** No bit torrent or porn. And FOUNDERS PLACE INDY cannot be responsible for third-party data, websites, links or services. Make sure that you have read and agree to our explicit [Data Connection and Internet Terms of Service](#).
- **Keep it legal.** We have zero tolerance for anyone using the FOUNDERS PLACE INDY space or resources to conduct or pursue any illegal activities, or any activity that is generally regarded as offensive.
- **Events are great; until they are not.** It is your job to provide us with advance notice prior to hosting any event at the FOUNDERS PLACE INDY space via the scheduler online or our app. Outside guest or non-member clients will need to be hosted in your private office or a reserved client space (this does not include open desks in the Think Take area – Lobby Area is acceptable).
- **Be key smart.** If we have entrusted you with physical or digital keys to get into the building and/or FOUNDERS PLACE INDY space, we've given it to you—not your neighbor, partner, or guest. Keep it to yourself, and do not allow any guest(s) to enter the space without making sure they are registered at the Welcome Desk.
- **Communication is a two-way street.** You are responsible for letting us know right away if there are any changes to your contact and payment information. It is also on you to read the emails we send you with changes to our services, fees and other updates.
- **PARKING.** We kindly ask that you keep the door front parking to customers of our members and those businesses and neighbors along our street. Members and all-day parking are requested to use the city lot behind Big Cheese. It is a short, safe walk from our doorway just across the intersection. It helps keep the thriving business of INDY downtown when customers can find accessible parking, so you are helping your community as a whole and also getting a few extra steps. Win win.

ADDITIONAL RESPONSIBILITIES IF YOU HAVE A PRIVATE OFFICE OR DEDICATED DESK

- **Make your space your own!** Personalize things all you want—we love that. Just remember that you're responsible for the full cost and expense if we have to replace or repair anything when you move out.
- **Two's a party; three's a crowd.** If the number of members or other guests regularly using your private office exceeds the number allocated on your Membership Details form, you'll have to pay up. In no event will the number of users exceed two times the number of desks in your private office, no matter how much you pay us.
- **Privacy's great, until it's not.** Your private office and personal file drawer will come furnished with a digital lock or key provided by FOUNDERS PLACE INDY. If you take it upon yourself to install any additional locks to FOUNDERS PLACE INDY property without our express authorization, we will be forced to break them.
- **FP reserves the right to move a member** from one office to another as long as all membership provisions are met.

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") describes your rights and obligations as they relate to your receipt and use of the services provided to you by FOUNDERS PLACE INDY, including but not limited to your membership, building access, use of office space, access to Internet and other Services listed below.

Please read these Terms carefully, as they affect your legal rights. If you have any questions, please contact info@foundersplaceindy.com. By using the Services, you are agreeing to abide by and be bound by these Terms.

The most recent Master Service Agreement will be posted online and made available upon request. Members agree to adhere to and be bound by this Agreement, and the Data Connection and Internet Access Terms of Service, as well as other terms determined by FOUNDERS PLACE INDY staff, which may be communicated verbally, by email or written notice. FOUNDERS PLACE INDY reserves the right to add, delete or amend the Agreement at our reasonable discretion without notice to Member.

1. Definitions.

- A. "Authorized Signatory" means an individual authorized to legally bind your company.
- B. "Team Member" means each person you authorize on your Team List as being allowed to use your Org membership or private office and receive the Services (defined below) or other benefits of your FOUNDERS PLACE INDY membership.
- C. "Member Organization" means a company, organization or entity that enters into a Membership Agreement with FOUNDERS PLACE INDY.
- D. "Premises" means the building or portion of the building in which FOUNDERS PLACE INDY offers or plans to offer offices, workspaces and/or other services to its members.
- E. "Primary Member" means the primary Member contact for FOUNDERS PLACE INDY.
- F. "Start Date" means the start date set forth on the Membership Details form.
- G. "Membership Fee" means the fee that you pay to belong to FOUNDERS PLACE INDY, providing you access to all related services.
- H. "FOUNDERS PLACE INDY", "FP", "we" or "us" means the FOUNDERS PLACE INDY entity you are in contract with.
- I. "Services" refers to your access to and use of our space, online member platform, member events and certain other related services and features we provide. The exact Services you receive will depend on (a) the product

or services you have purchased; (b) the Services available and (c) additional features and Services selected by you, including additional payment obligations.

J. "You" means the company or individual listed on the Membership Details form.

2. The Benefits of Membership. Subject to the terms and conditions of this agreement, we will make commercially reasonable efforts to provide you (and your Team Members, as applicable) the services described below. These services are referred to in the Agreement as the "Services".

- A. Non-exclusive access to the FOUNDERS PLACE INDY workspace and, if relevant, your private office.
- B. Regular maintenance of the workspace and, if relevant, your private office. We will not be responsible for damage exceeding normal wear and tear.
- C. Furnishings, including desks, chairs, worktables and, in the case of private and shared office members, lockable filing cabinets.
- D. Access to and use of the shared Internet connection.
- E. Use of the printers, copiers and/or scanners made publicly available on the Premises. Admin rights must be granted to download printer drivers.
- F. Use of conference rooms during Regular Business Hours on Regular Business Days (unless other arrangements are made via event space coordination, subject to availability and your prior reservation of the conference rooms).
- G. Climate control on the Premises during Regular Business Hours on Regular Business Days.
- H. Where relevant, acceptance of mail and deliveries on behalf of your business during Regular Business Hours on Regular Business days; provided that we are not liable for any mail or packages received without a FOUNDERS PLACE INDY employee's signature indicating acceptance, or should you use our mail and deliveries services for fraudulent or unlawful purposes FOUNDERS PLACE INDY will not be liable or responsible to hold mail for longer than 30 days.
- I. Opportunity to participate in Member-only events, benefits, and promotions.

3. Our reserved rights. We are entitled to access all areas of the Premises, including, if relevant, your private office, with or without notice, in connection with our provision of the Services, for safety or emergency purposes or for any other purposes. We may temporarily move furniture, including within the private offices. We reserve the right to alter any and all areas of the Premises, including private offices, provided that we do so in a manner that does not decrease the square footage of your assigned workspace, private office or related amenities. We may also modify or reduce the list of Services of furnishings at any time. The Services may be provided by us, an affiliate or a third party.

4. Availability and use of the Premises.

a. All memberships include the use of the kitchens, meeting rooms, phone booths (POD's), business center and coworking space. Private office memberships also include the use of your designated private office. FOUNDERS PLACE INDY is open during "Regular Business Hours". Regular business hours are generally 9:00 a.m. to 5:00 p.m. on Regular Business Days. "Regular Business Days" are all weekdays, except local bank/government holidays and up to three other days of which we will inform you. Regular Business Hours and Regular Business Days may vary.

b. Conference rooms and event space may be booked outside of these hours with advanced notice. Upon completion of the membership Agreement, you will receive an access key, which allows access to FOUNDERS PLACE INDY 24/7, or according to the terms of the membership you have selected. A FOUNDERS PLACE INDY staff member will be onsite from 9am – 5pm on weekdays, except where otherwise noted.

c. If we are unable to make the workspace and/or private office available by the Start Date for any reason, including due to (i) changes in construction plans, delays in obtaining permits, or any other obstacles in procuring space on the Premises, or (ii) delays caused by you or by changes requested by you, we will not be subject to any liability related to such inability, nor will such failure affect the validity of this Agreement. In this event, except

as set for in this Agreement, you will not be obligated to make payments of the Membership Fee until the workspace and/or private office is made available to you.

d. *Restricted Use.* Members are restricted from operating a business that would constitute as a “retail” establishment from any space located on the premise. Members are restricted from operating any business that would invite frequent, spontaneous visits to the premises by the general public, without receiving prior authorization from FOUNDERS PLACE INDY. Unless agreed upon by the owners of FP before contact is signed.

e. Members are restricted from engaging in any illegal business activity or any activity that is generally regarded as offensive to others. Including pyramid schemes, chain letters, junk emails, spamming or any duplicities or unsolicited messages in our community.

f. *Conference Rooms.* Subject to availability, you are entitled to use of all conference rooms during FOUNDERS PLACE INDY regular business hours, on regular business days. Special arrangement must be made with FOUNDERS PLACE INDY staff for usage of conference rooms outside of regular business hours. All monthly memberships include meeting room credits that can be used to reserve available meeting rooms. Hours can be used in any of our meeting rooms, according to availability. Check your membership level for the number of meeting room credits included with your membership. If you exceed your allotted meeting room credits in any given month, you will be billed at the current prevailing rate as indicated with your account info on the FOUNDERS PLACE INDY Conference room rate sheet. Meeting room credits are only valid for the month in which they are allocated. There are no month-to-month rollovers or pre-usage of future hours. Day Pass users, Student, and Freelance Members (open desk) and FP guests have NO meeting room hours included in their Membership. Any conference room or meeting room usage is billable at the current prevailing rate for non-Members and is usable during standard office hours. Meeting rooms may be booked online via the FOUNDERS PLACE INDY Skedda account, by contacting a member of our staff or by emailing: info@foundersplaceindy.com.

g. **Visitors Policy.** FOUNDERS PLACE requires all visitors to check in at the front desk.

Below is an outline of the visitor TOU:

- Each visitor will sign in and out at the front desk and shall be always accompanied by a member.
- Each visitor should be pre-authorized with the front desk. Inform the front desk staff that you are expecting a visitor, so staff knows who to allow to come and go.
- Visitors are not allowed to take pictures or use the members internet log-in. Public internet only.

5. **Linking to a Company.** During the registration process, you may identify a Company with whom your account is associated.

Alternatively, your individual profile may have been created by an authorized representative of your employer or other entity for which you provide services, and your profile will be associated with such Company. You agree that you will not falsely represent your association with any Company, impersonate any third party, or otherwise submit or present any false or misleading information to us or the FOUNDERS PLACE INDY community. In the event that your relationship with the Company in your profile changes or ends, you agree to promptly update your profile to reflect this.

If your FOUNDERS PLACE INDY membership is provided by a Company, you may lose access to the Services upon termination or change in relationship with such Company, you may lose access to the Services upon termination or change in status of your relationship with such Company. If you are an authorized representative of an entity receiving the Services, you hereby warrant and represent to us that (a) you have the proper authority to create, terminate and maintain the company account and to add and remove individual members to and from the account and (b) you have obtained all necessary consent from any applicable individuals for the creation of their accounts and the processing of individual information within the US. You agree to indemnify us for any loss we may suffer as a result of any breach of these warranties and representations.

6. Your members.

a. *Updating your Team List.* Members with a Team Membership and/or Private Office with multiple members will be required to submit to us a Team List, indicating who is authorized to use the space under the organization's account. Only those individuals set forth on the authorized Team List will be deemed to be "Members" and entitled to the benefits described in this Agreement. Your Team Members will be able to begin using, accessing and/or receiving the Services on the later of (i) the Start Date or (ii) the date we confirm the addition of such individual to the Team List. You are responsible for maintaining the accuracy of the Member List, the first version of which is attached to your Membership Agreement. To make changes to your Member List, you must have your Primary Member send an email, from the Primary Member's email account on file with FOUNDERS PLACE INDY, to info@foundersplaceindy.com.

The email requesting the change must include the name(s) and email address(es) of the departing and new Member(s) and the effective date of the change. The changes will not take effect until we confirm that we have received the email and have accepted and applied the change, in our sole discretion. A Member will no longer be allowed to access the Services upon the earlier of (1) the termination or expiration of this Agreement; (2) your removal of the Member from the authorized Team List or (3) our notification from you that the Member will be removed from the Team List, for example that that Member violated this Agreement. If the number of Members or other individuals regularly using your private office, exceeds the number allocated on the Membership Details form, you will be required to pay additional fees. In no event will the number of Members exceed two times the number of desks provided by FOUNDERS PLACE INDY in your private office, regardless of additional fees paid. We reserve the right to further limit the number of Members allowed at any point.

b. *Changes to or removal of Primary Member or Authorized Signatory.* An authorized Signatory generally has the sole authority to make changes to or terminate this Agreement. A Primary Member will generally serve as FOUNDERS PLACE INDY primary contact regarding matters that involve your authorized Team Members, your private office, if applicable, and the FP workspace. We will be entitled to rely on communications to or from the Authorized Signatory or Primary Member as notice to or from the Member Organization. However, an Executive Officer of the applicable Member Organization will have the authority to override the request of an Authorized Signatory or Primary Member, as applicable, provided that we receive such a request within 24 hours following such Authorized Signatory's or Primary Member's request. We will be entitled to request reasonable information to confirm that an individual claiming to be an Executive Officer truly is one, and to exercise our discretion in determining whether a particular position constitutes an "Executive Officer." An Executive Officer will also have the authority to remove or replace the individual serving as the Authorized Signatory and/or Primary Member. Unless we receive instructions from the Authorized Signatory or Executive Officer, if the individual designated as the Primary Member ceases to provide services to the Member Company or ceases using the Office Space regularly, we will use our reasonable judgment in designating a replacement Primary Member.

7. Membership Fees and Payments.

a. *Payments due upon signing.* Upon submitting a signed and completed Agreement, you will be obligated to deliver to us a \$50 set-up fee and your first month's membership fee.

b. *Invoices and financial information.* FOUNDERS PLACE INDY will send or otherwise provide invoices and other billing-related documents, information, and notices to the Primary Member, unless a different Billing Contact is indicated on the Membership Details form. Change of the Billing Contact will require notice from the Authorized Signatory in accordance with this Agreement.

c. *Overage fees.* Each month, you will receive a certain number of credits for conference room use, copies, printouts and other products and services we may offer from time to time, as specified on the Membership Agreement. These allowances may not be rolled over from month to month. If these allocated amounts are exceeded, you will be responsible for paying fees for such overages. All overage fees are subject to increase from time to time.

d. *Form of payment.* We accept payments for all amounts specified in this Agreement via ACH – autopayment must to allowed through FP POS system (unless other arrangements are made via ACH directly). All payments are Due on the 1st of the month, late on the 3rd. A \$5 late charge PER DAY will be accessed for every day payment is late after the 3rd of the month. If payment hasn't been received by the 15th of the month, access to the building and all amenities will be paused until all charges due are made current.

e. *Outstanding fees.* When we receive funds from you, we will first apply funds to any balances that are in arrears and to the earliest month due first. Once past balances are satisfied, any remaining portion of the funds will be applied to current fees due. If any payments remain outstanding after we provide notice to you, we may, in our sole discretion, withhold Services or terminate this Agreement.

f. *No refunds.* There are no refunds of any fees or other amounts paid by you or your members in connection with the Services.

g. *Responsibility of payment.* In select cases, and for Private Office holders paid for by a parent company only, we may, as a courtesy, agree to direct invoices for payment to the Accounts Payable department of your employer for direct payment by them. In the event that your company is delinquent or fails to submit payment, you, as the signing member, will be responsible for timely payment of your membership in full.

9. Term & Termination.

a. *Term.* This Agreement will be effective when signed by both parties (“Effective Date”), provided that we have no obligations to provide you with the Services until the later of (i) the date on which payment of your Security Deposit and first (1st) month’s Membership Fee has cleared or (ii) the Start Date. If the Start Date is a Regular Business Day and you have a private office or dedicated desk membership, you will be entitled to move into your designated space after 8:30 a.m. on the Start Date. If the Start Date is not a Regular Business Day, you will be entitled to move into your designated space after 8:30 a.m. on the first (1st) Regular Business Day after the Start Date. Unless otherwise set forth on the Membership Form, following the Commitment Term, this Agreement shall continue on a month-to-month basis (any term after the Commitment Term is a “Renewal Term”). The Commitment Term and all subsequent Renewal Terms shall constitute the “Term”. If no Commitment Term is indicated on your Membership Details form, the default Commitment Term and all subsequent Renewal Terms shall commence on the Start Date and end one (1) month after the Start Date. This Agreement will continue until terminated in accordance with this Agreement.

Special Intro Rates or arrangements will need to be clarified here

b. *Cancellation prior to start date by you.* You may cancel this Agreement prior to the Start Date upon delivery of notice to us. If you terminate more than one (1) full calendar month prior to your Start Date, you may be entitled to a refund of your Set-Up Fee, less any applicable charges, expenses, or deductions. If you terminate within one (1) full calendar month prior to your Start Date, you will not receive any refund.

c. *Termination after the start date by you.* At least 30 days prior to the month in which you intend to terminate this agreement, effective date will be the last Business Day of the Termination Month. For instance, if you would like to terminate this Agreement on the last Business Day of April, the last opportunity to deliver the Exit Form to us would be 30 days prior. The Exit Form needs to be filled out in entirety and signed by the Authorized Signatory. The last month's Membership Fee is not subject to proration. You must vacate your Office Space no later than 4:00 p.m. on the last Business Day of the month. All remaining fee and dues will automatically be deducted per the original contract.

d. *Termination or suspension after the start date by us.* We may withhold Services or immediately terminate this Agreement: (i) upon breach of this Agreement by you or any Member; (ii) upon termination, expiration or material loss of our rights in the Premises; (iii) if any outstanding fees are still due after we provide notice to you; (iv) if you or any of your authorized Members fail to comply with the terms and conditions of this Agreement or any other policies or instructions provided by us; or (v) at any other time, for any reason, in our reasonable discretion, see fit to do so. You will remain liable for past due amounts, and we may exercise our rights to collect due payment, despite termination or expiration of this Agreement.

e. *Removal of property upon termination.* Prior to the termination or expiration of this Agreement, you will remove all of yours, your Team Members' and yours or their guests' property from the FOUNDERS PLACE INDY Premises. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in or on the Private Office of Premises after the termination of this Agreement and will not have any obligation to store such property. You waive any claims or demands regarding such property or our handling of such property. You will be responsible for paying any fees reasonably incurred by us regarding such removal. Following the termination or expiration of this Agreement, we will not forward or hold mail or other packages delivered to us.

10. **House rules and Data Connection and Internet Access Terms of Service.** You acknowledge and agree that you have received and reviewed the House Rules and Data Connection and Internet Access Terms of Service, which are incorporated herein and made part of this Agreement by reference.

11. **Technology release.** To utilize all of the functionalities offered by us, it may be necessary to install software onto your computer, tablet, mobile device or other electronic equipment. From time to time, and at your request, we may also provide you with technical support to troubleshoot problems that you may have in trying to access certain functionalities, such as printing or accessing the Internet. You agree to release us and our agents or affiliates from any and all damages that may arise out of performing such technical support. You further recognize that we offer no express or implied warranties regarding the successful outcome of such technical support. Admin rights are necessary to set up printing etc... If professional tech support is called in you will be billed for the cost of such professional.

12. **Insurance.** You are responsible for maintaining, at your own expense and at all times during the Term, personal property insurance and commercial general liability insurance covering you and your Team Members for property loss and damage, injury to your Team Members and your Team Members' guests and prevention or denial of use of or access to, all parts of the Premises, in form and amount appropriate to your business. You will ensure that FOUNDERS PLACE INDY and the landlord of the applicable Premises shall each be named as additional insureds on any such policies of insurance and that you waive any rights of subrogation you may have against FOUNDERS PLACE INDY and the landlord of the Premises. You shall provide proof of insurance upon our request. If you choose not to provide your own insurance in accordance with the above terms, then you will need to sign a waiver accepting all personal liability.

13. **Property belonging to FOUNDERS PLACE INDY.** FOUNDERS PLACE INDY provides furnishings for your use in all areas. Furnishings provided by FP are the sole property of FP and may not be removed from the space. Furnishings may only be moved upon approval of FP staff. If you damage or destroy any of our furnishings, you will be responsible for the full cost of replacement or repair. We do not guarantee the provision of furnishings for any particular purpose or usage.

14. **Use of the FOUNDERS PLACE INDY Name; Photos of the Premises.** You may not take, copy or use for any purpose the name “FOUNDERS PLACE INDY” or any of our other business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property or modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of any FOUNDERS PLACE INDY properties, without our prior consent.

15. **Property belonging to you and your guests.**

a. *Personal Property.* FOUNDERS PLACE INDY is not responsible for the safety or security of any personal property belonging to you, your Team Members, or you guests. Prior to the termination or expiration of your FP Membership, you must remove all of your property from our space. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in our space, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible for paying any fees reasonably incurred by us regarding such removal.

b. *Intellectual Property.* You grant us permission to use your name, trademark and/or logo to identify you as a Member of FOUNDERS PLACE INDY, alongside those of other Members, on a public-facing “Membership” display on our website: [www.FOUNDERSPlaceINDY.com](http://wwwFOUNDERSPlaceINDY.com). You acknowledge that we may, from time to time, use your name, trademark, and/or logo incidentally and/or in passing in connection with the promotion of our and our partners’ businesses, products, and services during and after the Term. To the extent that (i) any such use is objectionable by you, (ii) you notify us of your objections in writing and (iii) provided that we work promptly and in good faith to remove or minimize to the extent reasonably possible under the circumstances the effect of the objected-to conduct, you hereby waive any claims or damages against us relating to such use.

16. **No Liability for Third-Party Actors.**

a. We are not liable for actions of other individuals. We do not control and are not responsible for the actions of other individuals using the Services or at our Premises. You should be aware that other users or members may not be who they claim to be. We do not perform background checks on our users or members, nor do we guarantee that our users’ or members’ profiles are accurate. We do not endorse, support, or verify the facts, opinions or recommendations of our users or members. Our building is open to the public during business hours and on specific afterhours of rented spaces.

b. The Services may provide you with access to third party products or services. The Services may also provide you with access to advertisements from our other third-party business partners. We are not responsible for the content of these advertisements or any links, products, services, or other materials relating to any third-party products, services, advertisements, or other materials. In no event will we be liable, directly, or indirectly, to anyone for any damage or loss relating to any use of or reliance on any advertisement on the Services or any products, services or other materials relating to any advertisement. You agree that our making available access to or discounts for these third-party services does not constitute provision of such third-party services by us, and you will look solely to the applicable third party for provision of the applicable third-party services and for compensation for any claims, damages, liabilities, or losses you may incur in connection with such third-party services.

17. **Disclaimer of warranties and implied terms. The Services are provided “AS IS”. To the extent permitted by law, we disclaim all warranties and terms, express or implied, with respect to the Services, including warranties, terms or representations as to the availability, operation, performance and/or use of our Services, or any other materials on or accessed via the Services, including any warranties or terms of merchantability, fitness for a particular**

purpose, title, non-infringement and any implied warranties, terms or indemnification arising from course of dealing, course of performance or usage in trade.

18. Nature of Relationship and Interest. Your agreement with us is the commercial equivalent of an agreement for accommodation in a hotel. The whole FOUNDERS PLACE INDY Premises remains our property and, in our possession, and control, including your private office, if applicable. We are giving you the right to share with us the use of workspace so that we can provide the Services to you. Notwithstanding anything in this Agreement to the contrary, you and we agree that our relationship is not that of landlord-tenant or lessor-lessee and this Agreement in no way shall be construed as to grant you or any Member any title, easement, lien, possession of related rights in our business, the Premises or anything contained in or on the Premises, including the private offices. The Agreement creates no tenancy interest, leasehold estate, or other real property interest. The parties hereto shall each be independent contractors in the performance of our obligations under this Agreement, and this Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose. Neither party will in any way misrepresent our relationship.

19. Hold Harmless and Indemnification. You will indemnify and hold harmless FOUNDERS PLACE INDY from and against any and all claims, liabilities, damages and expenses (“Claims”) including reasonable attorneys’ fees, resulting from any breach of these Terms by you or your employees or guests, or your or their invitees or any of your or their actions or omissions, and FOUNDERS PLACE INDY will have sole control over the defense of any such Claims. You are responsible for the actions of, and all damages caused by all persons that you or your guests invite to enter any of the Premises. You shall not make any settlement that requires a material act or admission by FOUNDERS PLACE INDY, imposes any obligation upon FOUNDERS PLACE INDY Parties or does not contain a full and unconditional release of FOUNDERS PLACE INDY, without our written consent. FOUNDERS PLACE INDY shall not be liable for any settlement made without its prior written consent.

20. Waiver of claims. To the extent permitted by law, you, on your own behalf and on behalf of your Team Members, employees, agents, guests, and invitees, waive any and all claims and rights against us and our landlords at the Premises and our affiliates and each of our and their employees resulting from injury or damage to, or destruction, theft, or loss of any property or person.

21. Limitation of liability. The aggregate monetary liability of any FOUNDERS PLACE INDY to you or your Team Members, employees, agents, guests or invitees for any reason and all causes of action will not exceed the total Membership Fees paid by you to us under this Agreement in the twelve (12) months prior to the claim arising. **None of the FOUNDERS PLACE INDY parties will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption.**

22. Extraordinary events. FOUNDERS PLACE INDY will not be liable for, and will not be considered in default of breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond our reasonable control, including without limitation (i) any delays or changes in construction of, or FOUNDERS PLACE INDY ability to procure any space in, any Premises, and (ii) any delays or failure to perform caused by conditions under the control of our landlord at the applicable Premises.

23. Venue/Jurisdiction. Any dispute arising under this Agreement shall be governed by, and subject to the laws of the State of Kansas. The parties agree to submit and consent to the exclusive jurisdiction of the State of Kansas and should litigation arise, agree that such litigation shall be conducted in the courts of Independence, KS.

DATA CONNECTION AND INTERNET ACCESS

TERMS OF SERVICE

While you are at FOUNDERS PLACE INDY, you may connect to our data network to, among other things, access the internet, (the “Connection”). The Connection is provided by FOUNDERS PLACE INDY, LLC., or an agent or affiliate FOUNDERS PLACE INDY. By using or accessing the connection, you agree to these terms of service. **Please read these terms carefully.**

We may revise these terms at any time. You are deemed to accept the current terms each time you use or access the connection. It is your responsibility to review it for any changes. If you do not accept these terms of service, you may not use the connection.

1. **Access.** Your access to the connection is at our discretion. Your access may be blocked, suspended, or terminated at any time and for any reason, including violation of these terms of service, disruption of access to other users or networks or to otherwise protect us, our users, or other third parties.

The connection is available to your device only when it is within wireless range of our access points or in your office or a conference room through an Ethernet cable to a data network port. The connection may subject to unavailability, including by reason of emergencies, service failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance and repair.

We are not responsible for any interruptions or performance issues with the connection, nor the underlying network(s), transmission equipment and systems. Network speed will vary based on your device configuration, location, compression, network congestion and other factors. You are solely responsible for any devices, software, or other materials necessary for use of the connection.

2. **Privacy & Security.** You acknowledge that no data network or internet-based communication is 100% secure, such communications could be intercepted by equipment and software and no such communication should be considered private or protected.

Subject to applicable law and in accordance with our privacy policy, we also have the right, but not the obligation, to monitor, intercept and review, and disclose, without further notice, any transmissions over or use of our connection to comply with lawful process, orders, warrants or subpoenas, or to protect our rights, property, and users.

3. **Prohibited uses.** Accessing or using (or attempting to access or use) the connection or taking any action online that violates any applicable law or regulation or that could harm us or any third party or interfere with the operation of the data network to others is prohibited. Among other items, for example, you may not:

i. Upload or transmit through the connection any (a) computer viruses, worms, spam or anything else designed to interfere with or disrupt the normal operating procedures of a computer or network; or (b) any material which is defamatory, offensive, or of an obscene nature.

ii. Take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure or that violates or threatens our system or network security or that of our users or any third parties, including any attempt to circumvent any restrictions imposed on your access to or use of the connection or our other websites;

iii. Use the connection to infringe or violate the intellectual property rights or proprietary rights of any third party;

iv. Share our IP address or ISP Internet connection with anyone.

v. Reproduce, retransmit, disseminate, or resell the connection or authorize any other individual or entity to use the connection, whether for profit or not, without our express written permission. Breaching “Prohibited Uses” may result in civil or criminal liability. We may report such breaches to relevant law enforcement authorities and co-operate with those authorities to prosecute users who violate these terms. We have the right, but not the obligation, to suspend or terminate your access and use of the connection and other services we may provide you and to block or remove any communications or materials transmitted through the connection.

4. Additional disclaimers; Liability limits. We are providing the connection on an “as is” and “as available” basis. To the extent permitted by law, we disclaim all warranties and terms, express or implied, including warranties, terms or representations as to the availability, operation, security, performance and/or use of our services, or any other materials on or accessed via our services, or the accuracy, speed, availability or uptime of the services, network, or data, including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, terms or indemnification arising from course of dealing or course of performance.

You waive any and all claims and rights against us and our affiliates, parents and successors and each of our employees, assignees, officers, agents and directors resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet, to the maximum extent permitted by applicable law. None of the FOUNDERS PLACE INDY Parties will be liable to you under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption. You will indemnify the FOUNDERS PLACE INDY Parties from and against any and all claims, liabilities, and expenses (including reasonable attorneys’ fees), resulting from any breach of this agreement by you.

Last revised: April 12, 2023

Signature of Agreement _____ Date _____

LONG-TERM AGREEMENT FOR MEMBERSHIP CON’T ON PAGE 12 IF NEEDED (any membership that is over one calendar year).

LONG-TERM AGREEMENT FOR MEMBERSHIPS

- **FOUNDERS PLACE INDY** will uphold and apply all membership arrangements in standard Membership TOU.
- **Membership rate increases.** For long term memberships (anything longer than one calendar year) will fall under a long-term membership. The yearly membership rate is subject to market / supply and demand yearly adjustments.
 - Notice of any rate change will be provided to authorized members 60 days before a rate increase of any kind. If an authorized member does not respond within 30 days the ACH debit from account on file will be adjusted automatically and submitted to banking institution.
 - Rate changes can only be made on a yearly basis, (date is based on one calendar year from initial membership agreement).
 - If an authorized member chooses not to agree to a rate increase at that time, an exit form will need to be received by FP staff 30 days before rate increase is to implement. If a member chooses to cancel membership because of rate increase no extra fees of contract breach will be incurred. If an authorized member chooses to breach long term membership agreement for any other reason than a rate increase, a 50% membership buy-out will be required until contractual end date (due at time of exit walk-thru).
 - Rate increases are only in case of excessive demand and will be market reasonable. The advantage to a long term membership agreement is the ability to keep your office space the same without moving to a different private office due to demand and space allocations. FP reserves the right to move a member from one office to another as long as all membership provisions are met. The first right of refusal is yours and yours alone under this clause.

Signature of Agreement _____ Date _____