

MEMBERSHIP AGREEMENT

Terms and Conditions

This Membership Agreement (this "Agreement") is made by and between the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno Innevation Center ("University Innevation Center" or the "Center") and _____ ("Member"). University Innevation Center and Member are each a "Party" and together they constitute the "Parties." This Agreement is effective on the date specified in Exhibit A hereto (the "Effective Date"). In consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

INTRODUCTION:

The Parties may also enter into an Assigned Incubator Space Use Agreement. In the event of any conflict between this Agreement and the Assigned Incubator Space Agreement, the terms of the Assigned Incubator Space Use Agreement shall control.

1. USE OF THE CENTER

1.1 Unassigned Incubator Space. In consideration for Member's performance hereunder, University Innevation Center grants Member limited, per-person, non-exclusive revocable access to enter the unassigned "Incubator Space" within the University Innevation Center at 450 Sinclair Street, Reno, Nevada (the "Center"). The "unassigned Incubator Space" is defined as the Collab Room and the Concept Café on Floor 1 and Stage 3 on Floor 2, and open areas (as designated by Director, Innevation Center) on Floor 3.

1.2 Condition of University Innevation Center. Member has inspected the University Innevation Center and found the same to be acceptable for Member's intended purpose. University Innevation Center shall make available and Member agrees to accept the University Innevation Center in its current "as is" condition without representation or warranty of any kind. University Innevation Center shall have no obligation to construct any improvements to University Innevation Center and Member shall not make any improvements or alterations to the University Innevation Center. Member shall maintain all unassigned Incubator Space in a clean and sanitary manner.

1.3 Use. Member shall use the University Innevation Center solely for general office use and for no other purpose. In particular, uses of a retail or medical nature or involving frequent visits by members of the public, are not permitted. Aside from other members, only registered guests may visit or use the Center; exceptions may be approved in writing by the Director of the Center or his/her designee. Member shall not do anything that may interfere with the use of the Center by University Innevation Center or by others, cause any nuisance or annoyance, by its conduct increase the insurance premiums that University Innevation Center has to pay, or cause loss or damage to

University Innevation Center (including damage to reputation) or to the personal property of the Center or of any other Member at the Center.

1.4 Common Areas. The Common Areas of the Center are defined as the Welcome Center, the Wolf Shop, the restrooms, and the break space on Floor 0. Member shall have non-exclusive access to utilize the Common Areas within the University Innevation Center.

1.5 Alterations. Member shall not alter any part of the Center and shall exercise reasonable care in accessing and using the Center, its equipment, fixtures, fittings and furnishings. Member is liable for any damage caused by Member or its invitees whether express or implied, including damage caused by any Member's agent, employee, visitor, guest or representative ("Member Representative").

1.6 Office furniture and Equipment. Member shall not install any cabling, IT or telecom connections without University Innevation Center's prior written consent, which University Innevation Center may grant or refuse in its sole and absolute discretion. As a condition to University Innevation Center's consent, University Innevation Center shall oversee any installations (for example IT or electrical systems) and verify that such installations do not interfere with the use of the Center by other members or University Innevation Center.

1.7 Rules of Conduct. Member shall comply with the Rules of Conduct. The Rules of Conduct are provided herewith as Exhibit B, are incorporated herein by reference as though fully set forth, and are subject to change by University Innevation Center at its sole and absolute discretion from time to time and are available on unr.edu/Documents/research/innevation/rules-of-conduct-innevation-center.pdf. The University Innevation Center will provide written fifteen (15) days' notice to Member of any changes in the Rules of Conduct.

1.8 Network/Internet/Telephone.

1.8.1 Network Usage. University Innevation Center offers internet connections through its wired and wireless network within the Center (the "University Innevation Center Network") to its members. The Center shall provide Member a wi-fi access code and password; Member shall not share or otherwise provide the wi-fi access code and/or password to others; doing so shall constitute a breach of this Agreement for which the Center may terminate this Agreement upon written notice to Member. The Center Director may provide wi-fi access to and password to guests in the Center's sole and absolute discretion. If Member changes its utilization of the University Innevation Center Network and such change creates an adverse effect on the University Innevation Center Network, University Innevation Center may require Member to modify its use.

1.8.2 Telephone Service. All VoIP telephone service shall be provided to the Center through the University of Nevada, Reno. There will be a monthly charge for telephone services with UNR. Member shall not obtain other VoIP telephone service in

the Center. Member may only use cell phones in the following designated areas: the Common Areas and the cell phone room on Floor 1.

1.8.3 Network Security. UNIVERSITY INNEVATION CENTER DOES NOT MAKE ANY REPRESENTATIONS AS TO THE STABILITY OR SECURITY OF THE UNIVERSITY INNEVATION CENTER NETWORK, TELEPHONE SERVICES OR THE INTERNET OR OF ANY INFORMATION THAT MEMBER TRANSMITS/RECEIVES THEREON. Member shall adopt whatever security measures (such as encryption) Member believes are appropriate to its circumstances. University Innevation Center cannot guarantee and does not guarantee that a particular degree of availability will be attained in connection with Member's use of the University Innevation Center Network, telephone services or the Internet. Member's sole and exclusive remedy shall be University Innevation Center's reasonable efforts to remedy such failure within a reasonable time after receipt of written notice.

2. FEES AND COSTS; INSURANCE.

2.1 Monthly Fee. In exchange for the access granted herein and the related services, Member shall pay University Innevation Center the monthly membership fee specified on Exhibit A hereto (the "Membership Fee"). In the event that the Term begins or ends other than on the first day of a month, the Membership Fee shall be prorated. Additional fees may be charged for additional amenities such as, but not limited to, conference or event room use, virtual receptionist or mail services, or parking. Member shall receive an access key or key card for each membership at no cost. Additional or replacement keys are available for \$10.00 for each key card and \$50.00 for each key.

2.2 Security Deposit. Member shall pay the security deposit in the amount specified on Exhibit A hereto on execution of this Agreement. University Innevation Center may use or retain all or any portion of the deposit for the payment of any Membership Fee or any other sum due to University Innevation Center from Member and, in such event, Member shall promptly replenish the deposit. University Innevation Center may require Member to pay an increased security deposit if due but unpaid fees exceed the security deposit held and/or Member fails to pay University Innevation Center fees when due. Any remaining deposits will be refunded to the Member within thirty (30) days of the termination of this Membership Agreement

2.3 Taxes and Duty Charges. Member agrees to pay promptly (i) all sales, use, excise, consumption and any other taxes and Membership Fees which Member is required to pay to any governmental authority (and, at University Innevation Center's request, shall provide to University Innevation Center evidence of such payment upon request) and (ii) any taxes paid by University Innevation Center to any governmental authority that are attributable to the Member's use of the Center, including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, stamp tax or other documentary taxes and fees.

2.4 Payment. The monthly Membership Fee and fees for any services provided by University Innevation Center are payable monthly in advance; Member shall pay all fees on the first day of each month. Fees for variable services, plus applicable taxes, in accordance with University Innevation Center's rates which may change from time to time, are invoiced in arrears and payable the first day of the month following the calendar month in which the additional services were provided. All sums not paid within five (5) days after the first day of the month in which the fees are due will be charged a late fee equal to the greater of (i) 5% of the outstanding balance or (ii) \$50.00. University Innevation Center reserves the right to withhold services (such as denying Member access to the Center) while there are any outstanding fees and/or interest or if Member is in breach of this Agreement.

2.5 Insurance.

2.5.1 University Innevation Center shall be responsible to provide property insurance for the University Innevation Center building and all its contents including any and all furnishings, computers, and its other personal property, and such insurance shall be written on an all risk, replacement cost coverage, including coverage for flood and earth movement. Member shall be responsible for its personal property contents.

2.5.2 University Innevation Center and Member each mutually release each other from liability and waive all right of recovery against the other for workers compensation claims and for any property loss or damage covered by its own property insurance policy or policies actually carried or required to be carried under this Agreement, and in the event of such insured loss, it is agreed that neither Party's insurance company shall have a subrogation claim against the other.

2.5.3 Member is not an employee, agent, representative, or independent contractor of University Innevation Center and University Innevation Center shall provide no worker compensation or other insurance or wages to Member. Member shall obtain and maintain whatever worker compensation or other insurance coverage it is required by law to obtain and maintain.

3. TERM AND TERMINATION.

3.1 Term. The term of this Agreement (the "Term") shall commence on the beginning date and end on the ending date specified in Exhibit A hereto, except that in the event of termination of an Assigned Incubator Space Use Agreement between the Parties, this Agreement shall also terminate at the same time as that Assigned Incubator Space Use Agreement. University Innevation Center may terminate this Agreement earlier in the event University Innevation Center's right to occupy the Center terminates for any reason. Upon termination of this Agreement, Member shall remove Member's personal property and equipment within 5 days of termination of the Agreement.

3.2 Termination. Notwithstanding the foregoing, University Innevation Center may immediately terminate this Agreement upon written notice to Member if: (i) Member becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or (ii) Member is in breach of Member's obligations hereunder which cannot be cured or which University Innevation Center has given Member written notice to cure and which Member has failed to cure within fifteen (15) days after the date of such notice (excepting payment obligations which are breached if not timely paid), or (iii) Member's conduct, or that of someone at the Center with its permission or invitation, is in violation of the Rules of Conduct.

3.3 Funding Out Clause. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available to the University Innevation Center in any fiscal period for obligations due from the University Innevation Center under this Membership Agreement, including but not limited to maintaining the Innevation Center or providing services, then this Membership Agreement shall terminate on the last day of the fiscal period for which appropriations were received, without penalty, charge, or expense to the University Innevation Center or any kind whatsoever. The University Innevation Center agrees to provide written notice to Member of this eventuality, should it occur.

3.4 Abandoned Property. If Member leaves any personal property in the Center following termination of this Agreement, University Innevation Center may keep it or may dispose of it.

4. LIABILITY. Notwithstanding anything to the contrary contained in this Agreement, and to the maximum extent permitted by applicable law, in no event shall University Innevation Center be responsible or liable to Member whatsoever for any loss or damage Member suffers, or claims to suffer, in connection with this Agreement, the services provided for herein, or the Innevation Center, regardless of whether such loss or damage arises from claims based upon contract, negligence, tort (including strict liability or other legal theory), or a breach of any covenant (express or implied) of this Agreement, and regardless of whether University Innevation Center was advised or had reason to know of the possibility of incurring such loss or damage in advance. University Innevation Center is not responsible for lost, stolen or damaged items. University Innevation Center is further not liable for any loss resulting from University Innevation Center's failure to provide any service under this Agreement, provided such failure is a result of mechanical breakdown, or termination of University Innevation Center's interest in the Center. MEMBER AGREES THAT UNIVERSITY INNEVATION CENTER WILL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY FOR LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS OR FUNDING, LOSS OF OR DAMAGE TO DATA, THIRD PARTY CLAIMS, OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES. UNIVERSITY INNEVATION CENTER STRONGLY ADVISES MEMBER TO INSURE AGAINST ALL SUCH POTENTIAL LOSS, DAMAGE, EXPENSE OR LIABILITY. IN NO EVENT SHALL UNIVERSITY INNEVATION CENTER'S AGGREGATE LIABILITY EXCEED ONE MONTH'S MEMBER FEES. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF

UNIVERSITY INNEVATION CENTER IS APPRISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGE, EXPENSE, OR LIABILITY, OR IF THERE IS A FAILURE OF ANY SPECIFIC REMEDY SET FORTH HEREIN.

5. INDEMNIFICATION. Member agrees and covenants to defend, indemnify and hold harmless University Innevation Center, its regents, directors, officers, employees, agents, affiliates and Members (collectively with University Innevation Center, the "Covered Entities") from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses and/or liabilities (including attorney fees) (collectively, "Costs") arising either directly or indirectly from or related to any and all claims made by or against any of the Covered Entities alleging: (i) infringement or misappropriation of any intellectual property rights; (ii) injury to person or property caused by or related to Member's operations, including but not limited to any violation of University Innevation Center's Rules of Conduct; (iii) any damage or destruction to the Center or any other property owned by University Innevation Center or another University Innevation Center Member, which damage, in whole or in part, is caused by or results from acts or omissions by Member, its officers, agents, employees, visitors, guests or representatives (each a "Member Representative"); (iv) any property damage or personal injury to any Member Representative arising out of such individual's activities at or leaving the Center; (v) any damage arising from or related to the Member's equipment or Member's business; (vi) any damage arising from or relating to any act or failure to act by Member or any Member Representative, which may occur during or may arise out of or relate to the performance of this Agreement (collectively, the "Covered Claims"). In the event of a Covered Claim, the Covered Entity may select its own counsel to participate in the defense of such Covered Claim. Member will not settle a Covered Claim in a manner that imposes liability or obligation upon any Covered Entity.

6. NOTICES. All notices pertaining to this Agreement must be in writing (which may include, but is not limited to email) and shall be deemed properly given and received when actually delivered and received or three (3) business days after deposited in the United States mails, if sent by certified mail, return receipt requested, postage prepaid, addressed to the respective Party. Notices to Member shall be addressed to the address specified in Exhibit A. Notices to University Innevation Center shall be addressed as follows:

Board of Regents of the Nevada System of Higher Education
University of Nevada, Reno Innevation Center
Attn: Vice President for Research and Innovation
1664 N. Virginia St., MS 0403
Reno, NV 89557-0403

With a copy to:

University of Nevada, Reno
Attn: General Counsel
1664 N. Virginia St., MS 0550
Reno, NV 89557-0550

7. CONFIDENTIALITY. University Innevation Center does not need access to and is not responsible for Member's confidential information, and Member covenants not to provide University Innevation Center with access to its confidential information, unless otherwise agreed to in writing by the Parties.

8. BACKGROUND CHECK. Member acknowledges that itself and all Member Representatives may be required to undergo a background check (at the Member's cost) before any Member Representative is granted access to or use of the Center. This Agreement may be contingent upon successful completion of a background check, successful being defined in by University Innevation Center.

9. COMPLIANCE WITH LAW. Member shall comply with all local, state, and federal laws and regulations in the conduct of its business and use of the Center.

10. APPLICABLE LAW. This Agreement shall be governed and interpreted in accordance with the laws of the State of Nevada without reference to its choice of law provisions. The Parties accept the exclusive jurisdiction of the courts of Washoe County, Nevada. If any provision of this Agreement is held void or unenforceable under the applicable law, the other provisions shall remain in force. Member agrees to pay all Costs University Innevation Center incurs in enforcing this Agreement.

11. NO WAIVER. Any failure on the part of either party to take action against the other for any breach of covenant herein shall not be construed to constitute a waiver of any other or subsequent breach.

12. SURVIVAL. The provisions of Sections 1.5, 2.2, 2.3, 2.4, 2.5.3, 3.4, 4, 5, 6, and 10 shall survive the expiration or termination of this Agreement for any reason, along with all indemnity obligations hereunder.

13. NON-DISCRIMINATION. Member shall not discriminate on the basis of race, color, religion, sex, age, creed, national origin, veteran status, physical or mental disability, sexual orientation, genetic information, gender identity, or gender expression.

14. POLICY ON THE PROTECTION OF CHILDREN. Without limiting or altering any of the other restrictions provided for in this Agreement, Member expressly acknowledges and agrees that at all times while using the Innevation Center, Member, and its agents, employees, guests, and invitees shall observe and comply with the University's *Policy on the Protection of Children*, University Administrative Manual § 7,002, as amended, located at unr.edu/administrative-manual/7000-7999-miscellaneous/7002-policy-on-the-protection-of-children.

SIGNATURE PAGE TO FOLLOW

WHEREFORE, intending to be bound, the Parties have executed this Membership Agreement through their authorized representative as of the dates set forth below.

Member:

University Innevation Center:

BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF THE
UNIVERSITY OF NEVADA, RENO

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

To Membership Agreement

1. Member Name: _____
 - a. Mailing Address: _____

 - b. Telephone Number: _____
 - c. Email Address: _____

2. Term Beginning Date: _____ (Effective Date)
Term Ending Date: _____

3. Monthly Membership Fee: _____

4. Security Deposit: _____

Member:

University Innevation Center:

BOARD OF REGENTS OF THE
NEVADA SYSTEM OF HIGHER
EDUCATION ON BEHALF OF THE
UNIVERSITY OF NEVADA, RENO

By: _____
Date: _____

By: _____
Date: _____

EXHIBIT B

Rules of Conduct

INNEVATION CENTER
UNIVERSITY OF NEVADA, RENO
POWERED BY SWITCH

RULES OF CONDUCT

1. All members, guests, clients, visitors, and associates (collectively, “Members”) shall act in accordance with these Rules of Conduct, all relevant laws, and regulations (the “Rules”) to preserve the enjoyment, professional atmosphere and collaborative use of The Innevation Center, University of Nevada, Reno, Powered by Switch (the “Center”). The Center may modify the Rules by posting updated or additional Rules to the following URL: unr.edu/Documents/research/innevation/rules-of-conduct-innevation-center.pdf.
2. The Center is designed to provide a professional, safe, comfortable and sound appropriate, state-of-the-art environment for small businesses and individuals to co-work, collaborate, and innevate.
3. Members are responsible for any damage to the Center or its equipment and materials.
4. Controlled substance and tobacco possession or use is prohibited. Alcohol may only be served in accordance with University of Nevada, Reno policies and with the written prior consent of the Center.
5. Members have non-exclusive use of the Center’s designated common areas during business hours. All other areas, including conference rooms, event rooms, and related equipment are subject to scheduling and may involve additional charges.
6. The Center may enter any area for emergency purposes, repair, inspection, cleaning or maintenance. Members will be verbally or electronically notified of such entry, as applicable.
7. Members, their agents, employees, or invitees shall not use, display, or reproduce the name of the Center or of University of Nevada, Reno or any of their logos without the prior written consent of:

Thomas White, Executive Director
Office of Marketing and Communications
Continuing Education Building #206A
University of Nevada, Reno 89557-0208
O: (775) 784-4832
C: (775) 386-9882
E: thomaswhite@unr.edu

or the designee of the Executive Director, Office of Marketing and Communications at the University of Nevada, Reno.

8. Members will comply with the Center's policies and procedures for scheduling visitors, conference rooms, events, and other Center related services. Any meeting requiring audio/visual equipment, catering, or staff support will be considered an event, and must be coordinated with the Center with at least 2 weeks' notice. Additional fees may apply.
9. Members must remove any food, waste, or related materials from the Center when they leave each day and must keep their space(s), including lockers, clean. Personal microwaves and refrigerators are not permitted except in leased space. The Center's refrigerators are for day use only. The Center reserves the right to dispose of any items left in the Center's refrigerator or kitchen areas overnight. Members shall place garbage in the nearest designated receptacle.
10. Members, their agents, employees and invitees shall at all times while using the Center observe and comply with the University of Nevada, Reno *Policy on the Protection of Children*, University Administrative Manual section 7,002, as amended, located at: unr.edu/administrative-manual/7000-7999-miscellaneous/7002-policy-on-the-protection-of-children.
11. Members, their agents, employees and invitees shall observe and comply with the driving and parking signs and markers on the Center grounds and surrounding areas and shall park in authorized parking spaces only.
12. No Member shall at any time occupy any part of the Center as sleeping or lodging quarters.
13. Member shall not place, install or operate on the Center or in any part of the Center, any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the Center any explosives, gasoline, kerosene, oil, acids, caustics, or any other inflammable, explosive, or hazardous material without prior written consent of the Center.
14. The Center is not responsible for lost or stolen personal property, equipment, money or jewelry from Member's area or public rooms regardless of whether such loss occurs when area is locked against entry or not.
15. No bird, fowl, dogs, animals or pets or any kind shall be brought into or kept in or about the Center, with the exception of service animals.
16. The Center will not permit entrance to Member's offices by use of passkey controlled by the Center, to any person at any time without written permission by Member, except employees, contractors, or service personnel directly supervised or employed by the Center.
17. Member shall not block or obstruct entries, passages, doors, elevators, hallways or stairways and shall not place, empty or throw any rubbish, litter, trash or material of any nature into these areas, nor shall such areas be used at any time except for ingress or egress by Member, Member's agents, employees or invitees.

18. Member shall not use the water closets or any other water fixtures for any purpose other than those for which they were constructed. No person shall waste water by interfering with the faucets or otherwise.
19. No person shall disturb the occupants of the Center by the use of any musical instruments, the making of raucous noises, or other unreasonable use. Members may only play music or provide amplification with the prior written consent of the Center.
20. No Members, their agents, employees or invitees shall throw anything out of the windows or off the roof of the Center or down the stairways or other passages.
21. Member shall not store any materials, equipment, products, etc. outside the Center.
22. Member shall not erect any sign or other insignia upon or in any part of the Center without prior written consent of the Center.
23. Member shall comply with all local and federal codes and ordinances.
24. No signs, draperies, shutters, window coverings, decorations, hangings or obstructions of any type shall be placed on any skylights or on any doors or windows in the Center without the prior written consent of the Center.
25. The Center reserves the right to rescind any of these rules and make such other and further rules and regulations as in the judgment of the Center shall from time to time be needed for safety, protection, care and cleanliness of the Center, the operation thereof, the preservation of good order therein, and the protection and comfort of its Members, their agents, and employees, including but not limited to, rules and regulations regarding hours of access to the Center, which rules when made and notice thereof given to a Member shall be binding upon it in like manner as if originally herein prescribed. In the event of any conflict, inconsistency or other difference between the terms and provisions of these rules and regulations and any Membership Agreement or lease now or hereafter in effect between the Center and any Member in the Center, the Center shall have the right to rely on the term or provision in such Membership Agreement, lease or such Rules which is most restrictive on such Member and most favorable to the Center.
26. Whenever prior written consent if required by these Rules, the consent shall be that of the Center Director or designee.

I hereby certify that I have read and agree to abide by these Rules of Conduct.

MEMBER:

By: _____

Name: _____

Date: _____