



607 SHELBY STREET, 7TH FLOOR, DETROIT, MI 48226

Terms of Use

The following Terms of Use ("TOU"), as may be amended in the sole discretion of SpaceLab, are hereby included and incorporated by reference into the foregoing Agreement to ensure that each member is properly protected. Please feel free to contact us at info@spacelabdetroit.com if you have questions regarding these terms.

1. Purpose.

SpaceLab seeks to provide a shared, community-driven, creative design and construction industry focused physical workspace and event space for members to foster collaboration among professionals and development of the industry itself within the City of Detroit.

SpaceLab has leased the premises located at 607 Shelby Street, Suite 700, Detroit, MI 48226 (the "Space") in order to accomplish this purpose. Subject to the terms and conditions contained in this Agreement and the TOU, as may be amended in the sole discretion of SpaceLab, SpaceLab grants to you, as a member, a limited and revocable license to access and use the Space as set forth herein.

2. Acceptance of Terms.

The services SpaceLab, LLC provides to you, the undersigned (including but not limited to use of office and common spaces as well as Internet access), are subject to the following Terms of Use.

SpaceLab reserves the right to update the Terms of Use at any time. SpaceLab will attempt to contact you to notify you of updates within 30 days of their enactment using the contact information provided in the Membership Agreement and by posting on the Spacelab member website.

3. Description of Ancillary Services.

SpaceLab may provide you, as a member, with access to mail receipt, a co-working space, office equipment, wireless access, conference rooms or event space from time to time depending on the plan that you have registered for (collectively, the "Services") as outlined above and the amenities and access provided for in your selected membership plan. Any and all such services are subject to the terms and conditions set forth herein and in the TOU, as may be amended.

(a) Space. Depending upon the plan that you have signed up for, you may be entitled to use SpaceLab's co-working space, conference rooms or event space during regular business hours on regular business days, all subject to the availability of such workspaces, conference rooms or event space.

(b) Mail. You may elect to receive mail and packages at the Space. If you elect to do so, SpaceLab will accept mail and deliveries on the Member's behalf only during regular business hours on regular business days. SpaceLab has no obligation to store mail or packages for more than thirty (30) days after receipt or if SpaceLab receives mail or packages after expiration or termination of the membership plan and this Agreement. This feature is intended to allow you to accept business correspondence from time to time. It is not meant for the receipt of merchandise, inventory or personal goods. As such, SpaceLab has no obligation to accept bulk or oversized mail or packages.

The foregoing Services, at all times, are subject to the terms and conditions set forth in the agreement and this TOU.



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4. No Unlawful or Prohibited Use.

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any SpaceLab server, printer, plotter, network, or other equipment, or interfere with any other members use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, or member accounts, computer systems or networks connected to SpaceLab through hacking, sharing or mining of passwords or any other means. You may not obtain any materials or information through any means not intentionally made available through the Services.

You hereby represent and warrant that you have all requisite legal power and authority to enter into, and abide by the terms and conditions of this Terms of Use. And no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

5. Use of Services.

You agree that when participating in or using the Services, you will not;

- a) Use the Services in conjunction with contests, pyramid schemes, chain letter, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise);
- b) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- c) Publish, post, upload, distribute or disseminate any inappropriate, profane defamatory, obscene, indecent, or unlawful topic, name, material, or information on or through SpaceLab Services;
- d) Upload, or otherwise make available, files that contain images, photographs, software, or other materials protected by intellectual property laws, including, by way of example, and not as limitation, copyright, or trademark laws (or by rights of privacy or publicity) unless the member owns or control the rights thereto or have received all necessary consent to do the same;
- e) Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- f) Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- g) Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- h) Restrict or inhibit any other members and their guests from using the Services;
- i) Violate any code of conduct or other guidelines which may be applicable for any Service (including the Building Rules for 607 Shelby Street).
- j) Bring any dangerous chemicals or hazardous materials into the building;
- k) Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- l) Violate any applicable laws or regulations; and
- m) Create a false identity, for the purpose of misleading others.



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6. Disclosure by SpaceLab.

SpaceLab reserves the right, at all times, to disclose any information about you, your participation in and use of the Services as SpaceLab deems necessary to satisfy any applicable law, regulation, legal process, or government request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, at SpaceLab's sole discretion.

7. Confidentiality.

- a. You acknowledge and agree that during your participation in and use of the Services, you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by SpaceLab, or any participant or use of the Services or any employee, affiliate, or agent thereof, that is nonpublic, confidential, or proprietary in nature.

Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customer, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of, or access to, the facilities, computer systems, and/or other documents prepared by SpaceLab, any analyses, compilations, studies, or other documents prepared by SpaceLab, or otherwise derived in any manner from the Confidential Information, and any information that you are obligated to keep confidential or know, or has reason to know, should be treated as confidential.

- b. Your participation in and/or use of the Services obligates you to
 - I. Maintain all Confidential Information in strict confidence;
 - II. Not to disclose Confidential Information to any third parties;
 - III. Not to use the Confidential Information in any way indirectly detrimental to SpaceLab, or any participant or user of the Services.
- c. All Confidential Information remains the sole and exclusive property of SpaceLab or the respective disclosing party. You acknowledge and agree that nothing in the Terms of Use or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright, or other intellectual property or proprietary rights of SpaceLab, or any member or user of the Services.

8. Participation In or Use of Services.

You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that SpaceLab does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

9. DISCLAIMER OF WARRANTIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPACELAB PROVIDES THE SERVICES "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM WITH RESPECT TO THE SERVICES ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES, DUTIES, OR CONDITIONS OF OR RELATED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET POSSESSION, INTERRUPTION TO UTILITY OR RELATED SERVICES, SAFETY, ACTS OF GOD, ACCURACY OR RESULTS LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT, AND LACK OF NEGLIGENCE. ALSO, THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET



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POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF PARTICIPATION IN OR USE OF THE SERVICES, REMAINS WITH YOU.

10. Exclusion of Incidental, Consequential and Certain Other Damages.

To the maximum extent permitted by applicable law, in no event shall SpaceLab or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present, and future officers, agents, shareholders, members, representatives, employees, successors, and assigns jointly or individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for; loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the Services, the provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of SpaceLab, and even if SpaceLab has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion of limitation of liability, for consequential or incidental damages, the above limitation may not apply to you.

11. Limitation of Liability and Remedies.

(a) Actions of Other Members and/or Users. SpaceLab does not control and is not responsible for the actions of other Members or the users of its Services and/or the Space. SpaceLab has not and does not have an obligation to screen, edit, review submissions or perform background checks of Members, their guests or other users of the Space and/or the Services, nor does SpaceLab have any obligation to provide security or security personnel for the Space. You should be aware that other Members may not be who they claim to be and take appropriate caution in your dealings with other Members. Member submissions may be misleading, deceptive or erroneous, and you acknowledge and agree that any use by you of any such submission is at your own and sole risk. SpaceLab does not endorse or otherwise verify or recommend any Member.

(b) Third-Party Websites. SpaceLab's Services or website may contain links to other third-party websites, products or services that may be offered to you or may be available for download or access. SpaceLab is not responsible for the content of these websites, products or services and shall not be liable, directly or indirectly, to anyone for any damage or loss relating to any use or reliance upon any such advertisement, service, products or goods.

(c) LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF SPACELAB OR ITS SUBSIDIARIES (WHETHER OR NOT WHOLLY-OWNED), AFFILIATES, DIVISIONS, AND THEIR PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SHAREHOLDERS, MEMBERS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS UNDER ANY PROVISION OF THIS TERMS OF USE AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BASED ON REASONABLE RELIANCE UP TO TEN DOLLARS (USD \$10.00). THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS (INCLUDING SECTIONS 8 AND 9 ABOVE) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

12. No Interest Conveyed.

You understand that this agreement grants you mere permission to use the Space and other Services provided by SpaceLab. No tenancy, title, interest or right to possession whatsoever is created by this agreement. You shall not assign or sublet any right conveyed to you under this agreement. Any attempt to do so shall be null and void.



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13. Surrender, Restoration and Holdover.

On expiration or termination of your membership, you shall, without demand, promptly surrender and deliver any keys, key fobs or lanyards provided to you and immediately vacate the Space, removing all personal property or equipment, which shall be deemed abandoned by you if not removed from the Space within fourteen (14) days of the expiration or termination of your membership. SpaceLab shall not have any liability to you thereafter for the disposal of any personal property or equipment that is removed and disposed of.

14. Subordination to Master Lease.

You understand and agree that this agreement is subject to a master lease agreement and license under which SpaceLab is permitted to occupy the Space. You agree to observe and obey any and all covenants or conditions that may be imposed pursuant to the master lease agreement. You further agree and acknowledge that this agreement is dependent and conditioned upon the master lease agreement and if the master lease agreement is terminated for any reason, this agreement shall immediately terminate without prejudice to any antecedent rights.

15. Property Damage.

You may be held liable for the repair and/or replacement costs for any and all damage to the Space or any property thereon, including but not limited to, equipment, fixtures, systems or other items that are caused by you, your agents, guests or invitees.

16. Independent Contractor.

Nothing herein shall be construed to create an employee or agent relationship between you and SpaceLab. You agree not to represent or otherwise insinuate that you are an employee, partner, representative or agent of SpaceLab. You are solely responsible for all local, state and federal taxes that may be assessed or imposed upon you in connection with your use of the Space or any revenue generated as a result.

17. Termination

SpaceLab reserves the right to terminate any Service at any time. SpaceLab further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the Terms of Use.

Members shall terminate their Service by providing SpaceLab a written communication of their intent to terminate with at least 30 days notice. The effective date of any such termination shall be the last day of the month following the month in which such notice is given. (e.g., If termination notice is given March 5th, the effective date of termination is April 30th.) Any membership fees previously paid, but not used, will not be refunded. Any fees remaining due on a long-term commitment will be due immediately.

18. Indemnification.

You release, and hereby agree to indemnify, defend, and save harmless SpaceLab, its landlord, and SpaceLab's subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present, and future officers, agents, shareholders, members, representatives, employees, successors, and assigns jointly or individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties (including reasonable attorney fees and costs) based upon or arising out of or in connection with the use of the Space, common areas or shared facilities by you, your guests or invitees, or any violation of applicable law, this Agreement or the TOU including, but not limited to the negligent actions, errors and omissions, willful



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misconduct and fraud by you, your guests or invitees in connection with the participation in or use of the Services. You further agree that, in the event that you bring a claim or lawsuit in violation of this Section 18, you shall be liable for any attorneys' fees and costs incurred by SpaceLab or its respective officers and agents in connection with the defense of such claim or lawsuit.

19. Severability.

In the event that any provision or portion of this Term of Use is determined to be invalid, illegal, or unenforceable for any reason, in whole or in part, the remaining provision of the Term of Use shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

20. Governing Law.

This agreement and the TOU shall be construed and interpreted according to the laws of the state of Michigan. Any dispute hereunder shall be brought in a court of competent jurisdiction located in Wayne County, Michigan.

21. Insurance.

SpaceLab will carry Liability and Business Personal Property Insurance for its own benefit. As a member, it is *strongly suggested* that you carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as the premises and property of SpaceLab. If you are booking event space, you may be required by SpaceLab, in its sole discretion, to produce proof of liability insurance in an amount determined by SpaceLab as appropriate, and further, to add SpaceLab as an additional insured to your policy in connection with the event to be held.

Your payment for virtual office, desk space, meeting room space, and/or private office(s) constitutes and acknowledges that you have read and understood all of the terms and conditions contained in this Term of Use and further agree to be bound to the Term of Use regarding your participation in and use of the Services.