

Terms & Conditions

1. **SERVICES AND TERM.**

1.1 Pursuant to the MSA, AMATA will provide the Services to Member for the Service Fees. Member's signature on the Schedule of Services; purchase through the AMATA website; or use of the Services constitutes its acknowledgement and agreement to be bound by the MSA. Capitalized terms are defined at the end of these Terms.

1.2 Each Service's Initial Term is indicated on the applicable Schedule of Services. Member will be deemed to have accepted the Services as of the Service Start Date. At the end of the Initial Term, the MSA will renew for successive Renewal Terms equal in length to the Initial Term unless and until terminated as provided herein.

1.3 Member may order Additional Services or add locations in North America through additional Schedule of Services forms, which will be governed by this MSA. Member's account must be current in order to make changes to Services or order Additional Services.

1.4 Authority. Each person who orders the Services or that enters into this agreement in writing or through registration at www.amataoffices.com on behalf of himself or herself, or his or her employer or business, represents and warrants that he or she is duly authorized to enter into this MSA.

1.5 Office Access; License. WITH RESPECT TO AMATA'S GRANT TO MEMBER OF THE RIGHT TO USE OFFICE SPACE, CONFERENCE ROOM(S) AND/OR COMMON AREAS, THIS AGREEMENT IS A LICENSE AND NOT A LEASE. THIS AGREEMENT IS NOT TO BE INTERPRETED AS EXPLICITLY OR IMPLIEDLY REPRESENTING OR CONVEYING ANY INTEREST WHATSOEVER IN REAL PROPERTY, AND CUSTOMER ACKNOWLEDGES IT HAS NO RIGHTS UNDER AMATA'S LEASE WITH ITS LANDLORD FOR THE CENTER. THIS IS A CONTRACTUAL ARRANGEMENT THAT CREATES A REVOCABLE LICENSE FOR THE USE OF OFFICE SPACE, CONFERENCE ROOM(S) AND/OR COMMON AREAS IN A FULL SERVICE BUSINESS CENTER. AMATA reserves the right to relocate Member to another office in the Center from time to time. If AMATA exercises this right, the relocation will only be to an office of equal or larger size

and similar configuration. Any such relocation will be at AMATA's expense.

1.6 Additional Services. AMATA provides Member with the opportunity to receive Additional Services. A schedule of **Additional Service Fees** for these Additional Services is available at www.amataoffices.com/services Additional Service Fees will be charged to Member's account and are payable on the Service Fee Payment Date. Member agrees to pay all Service Fees and other charges authorized by Member, Member's employees and/or agents. From time to time, the fees charged for Additional Services may be changed. AMATA will make every effort to notify Member thirty (30) days prior to the effective date of all Additional Service Fee changes through notification at www.amataoffices.com/services ; and e-mail notification to the e-mail address provided by Member and on file with AMATA. Member's use of Additional Services anytime thirty (30) days after the posting of the amended Additional Service fees at www.amataoffices.com/services constitutes Member's agreement to the new Additional Service Fees.

1.7 AMATA and its designated vendors are the only providers authorized to provide any services in the Center to Member and other members of AMATA. Member agrees that neither Member, nor Member's agents and/or employees will attempt to provide any service whatsoever to other members of AMATA without the express prior written consent of AMATA.

1.8 If there is an Event of Default (defined in paragraphs 3.4; 3.5 and the definitions section of the Terms), Member agrees that AMATA may cease to provide any and all Services, including, without limitation, access to the Center and all Services, without further notice to Member and without any legal process.

2. **SERVICE CHARGES AND BILLING.**

2.1 Service Fees and/or product charges are itemized on the Schedule of Services and do not include applicable Taxes unless so indicated. New services; upgrades; and relocations will result in additional fees/charges.

2.2 Invoices are sent monthly in Advance. Member agrees to pay all charges and applicable Taxes for the Services and Additional Services on or before the Service Fee Payment Date each month without counterclaim, set-off or deduction. Five days following the Service Fee

Payment Date, a late charge shall be added to Member's past due balance of the lesser of 5% per month or the maximum legal rate. AMATA may change these Terms and conditions for any upcoming Renewal Term by providing Member at least sixty (60) days advance written notice. Member agrees that its obligation to pay Service Fees, Additional Service Fees and Taxes under this MSA shall survive the termination of the MSA.

2.3 Without further notice all Service Fees will carry a 5% increase at the beginning of each new twelve (12) month period, unless other instructions are specified in the "special instructions" section of the Schedule of Services.

2.4 Payments. Member agrees to pay all Service Fees; Product Fees and Additional Service Fees which Member incurs, plus applicable taxes and late fees.

2.5 Member agrees that each time Member uses the Services and/or Additional Services, Member is reaffirming that AMATA is authorized to invoice, and Member agrees to pay all charges not disputed as allowed in the MSA. Member agrees that, at its option, AMATA may accumulate charges incurred during Member's monthly billing cycle and submit them as one or more aggregate charges at the end of each cycle. Amata has the right to suspend and/or terminate Services and/or Additional Services without notice upon rejection of any credit card charges; returned checks; or if Member's card issuer (or its agent) seeks return of any payment previously made to AMATA which AMATA believes Member legitimately owes.

2.6 Member agrees to submit to accounting@amataoffices.com all billing disputes in writing, within fifteen (15) days of receiving an invoice. All disputes must include the number of the invoice being disputed, the item description and dollar amount being disputed and an explanation of why the Service Fee and/or Additional Service Fee is being disputed. Member agrees to pay the undisputed portion of the invoice on or before the Service Fee Payment Date. If AMATA does not receive a Member dispute at accounting@amataoffices.com within fifteen (15) days after receipt of an invoice, Member waives all rights to dispute the invoice and agrees that all such Service Fees and Additional Service Fees are accurate and owed.

2.7 Payment of the Total Start-up Costs (including any Retainer, if applicable) and initial month's Service Fees are due at the time of the

signing of the MSA or executing a purchase on the AMATA website. The Retainer will not be kept in a separate account from other funds of AMATA and no interest will be paid thereon. At AMATA's sole discretion, the Retainer or any portion thereof may be applied to outstanding charges. AMATA has the right to require that Member replace any portion of the Retainer that has been applied to charges or to pay for any damages caused by Member, above normal wear and tear. AMATA will refund the balance of the Retainer, if any, not applied to satisfy payment obligations, within forty-five (45) days of termination of the MSA.

3. TERMINATION, RESTRICTION OR SUSPENSION

3.1 Prior to the Service Start Date, AMATA may terminate the MSA if not approved by AMATA corporate management (including credit check). AMATA also may restrict, suspend or terminate the MSA, Member's use of or access to any Service, or both, at any time if (a) Member is in material breach of the MSA (including but not limited to the ARR) and, in AMATA's sole judgment, an immediate restriction or suspension is necessary to protect the AMATA network or AMATA'S ability to provide services to other members; or (b) Member's account is unpaid forty-five (45) days after date of invoice; or (c) AMATA facilities at Member location are unavailable for five (5) consecutive business days (i.e. no building access). If AMATA's lease for the Center is terminated for any reason, AMATA will have the right to terminate the MSA, which will become effective immediately upon notice to Customer.

3.2 Either party may terminate the MSA: (a) at the end of an Initial Term or Renewal Term by providing the other Party with at least sixty (60) days prior written notice (thirty (30) days for all Members on a month-to-month term)(notices provided during a monthly Renewal Term will not be effective until the end of the next month {i.e. notice received April 20th is effective May 30th }); or (b) except as otherwise stated herein, during an Initial Term or Renewal Term if the other Party breaches any material term or condition of this MSA and fails to cure such breach within ten (10) business days after receipt of written notice of the same. AMATA's failure to deliver received mail or provide telecommunications Service, or failure to provide access to the Center will only be considered a material breach if it lasts for a period of ten (10) consecutive business days,

and, in the case of office access, only if the Company cannot accommodate Member at another AMATA Office Center location.

3.3 If a Service is terminated by Member prior to the Service Start Date, Member shall pay AMATA for all Initial Costs for such Service. If the Service is terminated after the Service Start Date, Member shall pay AMATA (a) for the Service up through the date of termination; and (b) except in the case of termination by Member as provided in Section 3.2 above, or by AMATA due to loss of building access at Member's location under Section 3.1(c) above, the Initial Costs (unless already paid) and the Termination Charge. Member acknowledges that because actual damages to AMATA caused by early termination of a Member's MSA are uncertain and would be difficult to determine, the Termination Charge is a reasonable liquidated damage and is not a penalty. Any reinstatement of a Member Order shall result in additional Initial Costs being charged to Member at AMATA's then-prevailing rates.

3.4 If Member defaults in any of its payment obligations under the MSA (Payment Default), Member agrees to pay AMATA's reasonable expenses, including but not limited to, legal and collection agency fees, incurred by AMATA in enforcing its rights. All termination notices by Member must be sent separately from any other notice and must be sent to accounting@amataoffices.com.

3.5 Events of default, other than Payment Default as defined in the definitions section of the Terms, include, but are not limited to, (i) Member breaches any term or condition of this MSA and fails to cure the same within ten (10) days of notice of said breach; (ii) Member fails to abide by any of the rules and regulations (the ARR and those of the Landlord) of the Center(s); (iii) Member uses the Center for any illegal operation or purpose or commits any illegal act or omission while using or in the Center; (iv) Member causes a nuisance or repeatedly (more than once) disturbs other Members or guests; (v) abuses or is offensive to any AMATA employee, agent or representative, or; (vi) Defaults more than once, regardless of whether such defaults are timely cured.

3.6 Member agrees to remove all personal property and vacate the Center on or before the effective date of any termination for any reason whatsoever. AMATA is not, at any time, responsible for any of Member's property or damage thereto. If Member fails to remove any personal property on or before the effective date

of termination, AMATA shall have the right to place all personal property in boxes, move and/or store Member's personal property and to charge Member for transportation to and from storage facility; third party storage fees plus a 15% additional charge for AMATA's services.

AMATA will have no liability to Member for any claimed loss or damage to personal property resulting from AMATA having to exercise its rights under this provision unless such loss or damage is the result of willful misconduct by AMATA. If Member fails to retrieve any personal property within ninety (90) days of termination of the MSA, AMATA may dispose of Member's personal property as it sees fit without any liability to Member.

3.7 Member agrees that any promotions or discounts provided to Member by AMATA upon entering into the initial MSA or any renewal period thereafter are forfeited upon any condition of default by Member and will be immediately due and owing from Member.

4. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

4.1 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND NEITHER AMATA NOR ANY OF ITS PROVIDERS, LICENSORS, OFFICERS, EMPLOYEES, OR AGENTS MAKES ANY WARRANTY, CONDITION OR GUARANTEE WITH RESPECT TO SERVICES OR AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICES, UNDER THE MSA OR OTHERWISE. THE SERVICES ARE PURCHASED WITH KNOWLEDGE OF THIS WARRANTY LIMITATION. AMATA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. AMATA DOES NOT MONITOR, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR UNAUTHORIZED USE OR MISUSE OF THE SERVICES.

4.2 WITHOUT PREJUDICE TO OR LIMITING OF AMATA'S RIGHT TO RECEIVE PAYMENT FOR SERVICES, AMATA'S ENTIRE LIABILITY FOR ALL CLAIMS OF WHATEVER NATURE (INCLUDING CLAIMS BASED ON NEGLIGENCE) ARISING OUT OF THE AGREEMENT AND ALL OTHERS BETWEEN MEMBER AND AMATA, AND THE PROVISION BY AMATA

OF FACILITIES, TRANSMISSION, DATA, SERVICES OR EQUIPMENT INCLUDING, BUT NOT LIMITED TO, DAMAGE TO REAL/PERSONAL PROPERTY, SHALL NOT EXCEED THE LESSER OF (I) THE AMOUNT PAID BY MEMBER FOR THE SERVICE AT ISSUE IN THE PRIOR SIX (6) MONTHS TO THE ACTION GIVING RISE TO THE CLAIM, OR (II) ONE HUNDRED THOUSAND DOLLARS (\$100,000) IN TOTAL; PROVIDED, HOWEVER THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY FOR DEATH OR PERSONAL INJURY CAUSED BY AMATA, OR FOR ANY OTHER LIABILITY WHICH MAY BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

4.3 MEMBER RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND NOT SUBJECT TO AMATA'S CONTROL. MEMBER AGREES THAT AMATA SHALL NOT BE LIABLE FOR DAMAGES INCURRED OR SUMS PAID WHEN THE SERVICES ARE TEMPORARILY OR PERMANENTLY UNAVAILABLE DUE TO MALFUNCTION OF, OR CESSATION OF, INTERNET SERVICES BY NETWORK(S) OR INTERNET SERVICE PROVIDERS NOT SUBJECT TO AMATA'S CONTROL, OR FOR TRANSMISSION ERRORS IN, CORRUPTION OF, OR THE SECURITY OF MEMBER INFORMATION CARRIED ON SUCH NETWORKS OR INTERNET SERVICE PROVIDERS. AMATA SHALL HAVE NO LIABILITY HEREUNDER FOR DAMAGES INCURRED OR SUMS PAID DUE TO ANY FAULT OF MEMBER OR ANY THIRD PARTY, OR BY ANY HARMFUL COMPONENTS (SUCH AS COMPUTER VIRUSES, WORMS, COMPUTER SABOTAGE, AND 'DENIAL OF SERVICE' ATTACKS). AMATA IS NOT LIABLE FOR ANY BREACH OF SECURITY ON THE MEMBER'S NETWORK, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THE MSA FAILS OF ITS ESSENTIAL PURPOSE. MEMBER AGREES THAT IT WILL NOT HOLD AMATA RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICES (INCLUDING THOSE WITH WHOM AMATA MAY CONTRACT TO OPERATE THE SERVICES), OR HOLD A

THIRD PARTY RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, AMATA IN CONNECTION WITH THE SERVICES. WITHOUT LIMITING THE FOREGOING, MEMBER AGREES THAT IT WILL NOT HOLD AMATA RESPONSIBLE FOR (A) THIRD PARTY CLAIMS AGAINST MEMBER FOR DAMAGES, (B) LOSS OF OR DAMAGE TO MEMBER'S RECORDS OR DATA OR THOSE OF ANY THIRD PARTY, OR (C) LOSS OR DAMAGE TO MEMBER ASSOCIATED WITH THE INOPERABILITY OF MEMBER'S EQUIPMENT OR APPLICATIONS WITH ANY COMPONENT OF THE SERVICES OR THE AMATA NETWORK. MEMBER AGREES TO MAKE ALL CLAIMS RELATED TO THE SERVICES DIRECTLY AGAINST AMATA, AND WAIVES ANY RIGHT TO RECOVER DAMAGES (DIRECTLY OR BY INDEMNITY) RELATED TO THE SERVICES BY CLAIMING AGAINST OR THROUGH A THIRD PARTY TO THE MSA.

4.4 NEITHER AMATA NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, DELIVERING (INCLUDING SUSPENDING OR DISCONTINUING SERVICES) OR SUPPORTING THE SERVICES SHALL BE LIABLE TO MEMBER, ANY REPRESENTATIVE, OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SERVICES OR INABILITY TO USE THE SERVICES, INCLUDING WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

4.5 NO ACTION OR PROCEEDING AGAINST AMATA MAY BE COMMENCED BY THE MEMBER MORE THAN ONE (1) YEAR AFTER THE LAST DAY ON WHICH THE SERVICE WHICH IS THE BASIS FOR THE ACTION IS RENDERED, AND MEMBER ACKNOWLEDGES THAT THIS LIMITATION CONSTITUTES AN EXPRESS WAIVER OF ANY RIGHTS UNDER ANY APPLICABLE STATUTE OF LIMITATIONS WHICH WOULD OTHERWISE AFFORD ADDITIONAL TIME FOR SUCH A CLAIM.

5. INDEMNITY

5.1 MEMBER will indemnify, defend and hold harmless AMATA and its directors, officers, employees, affiliates, and its agents and subcontractors from and against any claims, suits, actions, and proceedings from any and all third parties, and for payment of any losses, to the extent such losses arise (i) as a result of non-compliance by Member with its obligations under the MSA; (ii) from any and all claims by any of Member's customers or other third party end users in connection with a Service or Additional Service (including, without limitation, any claims regarding content transmitted using a Service or violation of data protection legislation), regardless of the form of action, whether in contract, tort, warranty, or strict liability; provided, however, that Member will have no obligation to indemnify and defend AMATA against claims for damages for bodily injury or death caused by AMATA's gross negligence or willful misconduct; or (iii) from claims of copyright infringement and all manner of intellectual property claims, defamation claims, claims of publication of obscene, indecent, offensive, racist, unreasonably violent, threatening, intimidating or harassing material, and claims of infringement of data protection legislation, to the extent such losses are based upon (i) the content of any information transmitted by Member or by any of Member's customers or authorized end users; (ii) the use and/or publication of any and all communications or information transmitted by Member or by any of Member's customers or authorized end users, or (iii) the use of Services by Member in any manner inconsistent with the terms of this MSA, including without limitation the ARR.

6. Additional Provisions

6.1 For all Services provided on terms other than month to month, without exception, AMATA will provide business continuation services. Upon expiration, cancellation or termination of the MSA, for any reason other than default, AMATA will for a period of two months, forward Member's mail once per week to one designated domestic address. Following the two-month period, all mail received will be returned to sender. Upon expiration, cancellation or termination of the MSA, for any reason other than default, Member may Port the primary assigned telephone number to Member's new telephone carrier. In the event the Member defaults under the Terms of the MSA, access and use of all telephone numbers assigned to

Member will be terminated and the telephone numbers will be returned to AMATA's inventory for use by other members. In the event the Member elects not to Port the Member's primary assigned telephone number, the telephone number will remain active and all calls will automatically be directed to voicemail. At the end of the two-month period, the primary assigned telephone number will be terminated and placed back into AMATA's inventory for use by other Members. The charge for these business continuation services will be a one-time fee of \$400. Payment in full for business continuation services is due upon expiration, cancellation or termination of the MSA. Charges for postage associated with mail forwarding are due upon Member being invoiced. AMATA reserves the right to withhold the business continuation services fee from Member's Retainer.

6.2 Member acknowledges that AMATA will comply with the USPS regulations regarding Member mail. Member must also comply with all USPS regulations and amendments and USPS interpretations of such regulations. Failure to comply by Member will result in immediate termination of this MSA, with Member responsible for Termination Charges. If this MSA is for Mail Only Services, Member must complete USPS form 1583 to receive mail and/or packages at the Center. Member acknowledges that pursuant to USPS regulations, the MSA and form 1583 may be disclosed upon request of any law enforcement or other government agency, or when legally mandated. Member further agrees, upon request, to sign an updated version of the MSA and any other necessary documents or forms related to process of service.

6.3 Notwithstanding anything else herein to the contrary, if Member or AMATA brings a legal action in any court (whether at law or in equity, including but not limited to actions in tort, contract and statute) that in any way arises under, is brought in connection with or relates to the MSA, including questions regarding its existence, validity or termination, the prevailing party in such legal action shall be entitled to recover its reasonable legal fees (including paralegal and/or law clerk fees), expenses (including, but not limited to expert fees, deposition fees and copying fees) and court costs of such action from the non-prevailing party.

6.4 If any provision of this Agreement, in whole or in part, is held to be invalid or unenforceable, the parties agree that any such provision shall be deemed modified to make such provision

enforceable to the maximum extent permitted by applicable law. If any provision is held by a court or arbitrator to be invalid or unenforceable, or if such court or arbitrator determines that the provision cannot be modified to make it enforceable, that provision shall be deemed stricken and the remaining provisions of the MSA shall remain in full force and effect.

6.5 AMATA has no duty to mitigate its damages under the MSA.

6.6 The MSA has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in the MSA. In addition, each party has had the opportunity to have the MSA reviewed by experienced and knowledgeable legal counsel. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in the MSA against the party that has drafted it is not applicable and is waived. The provisions of the MSA shall be interpreted in a reasonable manner to affect the purpose of the Parties and the MSA. The headings in the MSA are solely for the convenience of reference and shall not affect its interpretation.

6.7. You acknowledge and agree that AMATA employees are an essential part of the Company's ability to deliver Services. Therefore, Member (for itself, its employees, agents, etc.) agrees that during the term of this MSA and for six (6) months thereafter, Member will not, directly or indirectly, whether on Member's own account or as a shareholder, partner, joint venture, director, officer, employee, consultant, creditor and/or agent of any person, firm or organization or otherwise, (i) employ, assist in employing, solicit for employment, or otherwise associate in business with any employee or former employee (defined as anyone within 6 months of termination of their employment with AMATA for any reason) of AMATA or any of AMATA's affiliates, provided, however, that a general solicitation not specifically directed at any such employee or former employee will not be deemed a violation of this provision, and/or (ii) induce or attempt to induce any person who is an employee, former employee, officer, agent, affiliate, member or licensee of AMATA or any affiliate to terminate their relationship with AMATA or any Affiliate. In the event of a breach of this provision, in addition to being an Event of Default, Member agrees that actual damages would be difficult to determine, and therefore agrees to pay liquidated damages to AMATA in the amount of one-half

of the annual salary of the employee so solicited or hired. Member agrees that this liquidated damage amount is fair and reasonable as compensation to AMATA for such breach. This provision survives termination of this Agreement.

6.8 Miscellaneous

a. Any unused day office and/or conference room time expires at the end of each month and does not roll over to the next month.

b. Unless otherwise specified above, all notices are to be in writing and may be served by registered or certified mail, postage prepaid, overnight mail service or sent via e-mail, with proof of delivery. If notice is to Member, the mailing address and/or e-mail address provided by Member in the Schedule of Services or Amendments will be sufficient. All notices to AMATA will be sent to AMATA Office Centers, 1 South Washington Street, Danville, IN 46122-1300 or via e-mail to accounting@amataoffices.com.

c. Member agrees to maintain a correct and current address, phone number and contact name on file with AMATA at all times, including upon termination of this MSA.

d. AMATA will comply with the U.S. Postal Service regulations regarding Member's mail. Upon expiration, cancellation or termination of this MSA, Member must notify all parties with whom Member does business with of a change of address. Member agrees NOT to file a change of address form with the Postal Service.

e. This MSA is governed by the laws of the state where the Center is located without regard to its choice of law provisions.

f. The waiver by any party of the breach of any provision of this MSA by the other party or the failure of any party to exercise any right granted to it hereunder shall not operate or be construed as the waiver of any subsequent breach by such other party nor the waiver of the right to exercise any such right.

g. Member may not assign this MSA or its right to receive any part of the Services without the express written consent of AMATA. AMATA may assign this MSA at any time and without the consent of Member.

h. Any dispute relating to or arising out of this MSA must be brought in the Circuit Court of Cook County, Illinois or the District Court for the Northern District of Illinois, Eastern Division.

Definitions

MSA The entire Member Service Agreement between AMATA and Member for provision of the Service(s), consisting of the Schedule of Services form, the applicable Addendum to the Schedule of Services form, the Terms & Conditions, the Product Rider, the ARR, the rules and regulations of the Landlord of the applicable Center (available to Member upon request) and any applicable Amendment(s).

AMATA Amata, LLC or its subsidiaries or affiliates.

Member The Member identified in the attached Schedule of Services.

Service(s) The Services and/or Products provided to Member, as described in the Schedule of Services and as defined at www.amataoffices.com/services

Service Fee(s) The charges associated with the Service(s) AMATA will be providing to Member pursuant to the CSA.

Schedule of Services Cover form to which these Terms & Conditions are attached, identifying the specific Services(s) to be delivered.

Service Start Date The date identified in the Schedule of Services.

Initial Term Initial length of term for the Services as indicated on the Schedule of Services.

Renewal Term Subsequent length of term for the Services after completion of the Initial Term.

Additional Services The Services and/or Products available to Member from AMATA on an “as-requested” basis and as defined at www.amataoffices.com/services .

Additional Service Fees The charge(s) associated with the Additional Services available to Member from AMATA. Pricing for additional services may be found at www.amataoffices.com/services.

Service Fee Payment Date The 1st day of the month following the month in which the invoice for services was received.

Initial Costs Installation fees or charges for initiating and/or setting up a Member with Services as described in the Schedule of Services.

Termination Charge Single payment equal to any third-party cancellation charges and the total remaining dollar value of the applicable Service order, as detailed in the MSA through the Initial Term or Renewal Term, as applicable.

AMATA Rules and Regulations (ARR) AMATA’s Rules and Regulations as posted by AMATA (currently at www.amataoffices.com/ARR). AMATA reserves the right to amend its ARR at any time, effective upon posting on the AMATA website.

Landlord AMATA’s landlord, building owner or property manager.

Center Facility in which Member receives Services and/or uses space.

Mail Only Services A Service in which an AMATA Center accepts mail on behalf of a Member and holds for pick up or, at Member’s request forwards mail to Member. Member also is authorized to list the Center address on Member’s promotional material, business cards and signature line as Member’s place of business.

Force Majeure Causes beyond a Party's control, including but not limited to: acts of God; fire; explosion; vandalism; cable cut; storm; floor or other similar occurrences; any law, order, regulation, direction, action or request of any government, including federal, state, provincial, municipal and local governments claiming jurisdiction over a Party or the Service, or of any department, agency, commission, bureau, corporation, or other instrumentality of any such government, or of any civil or military authority; national emergencies; unavailability of materials or rights-of-way; insurrections; riots, terrorist acts or wars (declared/undeclared); or strikes, lock-outs; work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays.

Party or Parties AMATA and/or Member.

Terms Terms and Conditions that apply to the Services AMATA provides to Member.

Tax or Taxes All taxes arising in any jurisdiction, including without limitation all: sales, use, excise, gross receipts, value added, access, bypass, franchise, telecommunications, property, consumption, or other taxes, fees, duties, charges or surcharges (however designated) which are imposed on or based on the provision, sale or use of the Services(s), including such taxes imposed directly on AMATA or for which AMATA is permitted to invoice Member in connection with AMATA's performance under the MSA. Taxes do not include AMATA's income taxes.

Losses Costs, fees, liabilities, losses, damages or penalties, including reasonable legal fees.

Equipment Member's equipment, if any.

Internet A communications system that connects computers and computer networks all over the world

VoIP Voice over Internet Protocol.

Port To move a Direct Inbound Dial (i.e. a telephone number) from one carrier to another.

USPS United States Postal Service

Payment Default Failure by Member to pay any outstanding, undisputed amounts on Member invoice on or before Service Fee Payment Date.

Retainer Security provided to Amata by Member prior to occupancy of office space. These funds may be used by Amata to pay any outstanding balance due by Member and/or to pay for any damages, outside of normal wear and tear, in the office by Member, Member's agent, or employees. Any funds not used for the above purposes will be return to Member within 45 days of the termination of the Agreement.