

Terms & Conditions

These Terms & Conditions (the “Ts & Cs”) are part of the Master Services Agreement (“MSA”) you have entered into with Amata and apply to the license granted to you and the services Amata provides to you under the MSA.

1. **Amata.** “Amata,” as used in the MSA and these Ts & Cs, includes Amata, LLC and its parent, subsidiary and affiliate companies. Use in these Ts & Cs of the words “we,” “us,” “our” and similar terms are references to Amata.
2. **Member.** “Member,” as used in these Ts & Cs, means the person or entity that has entered into the MSA with Amata. Each person who orders Services¹ or that signs the MSA (in writing, electronically or through registering at www.amataoffices.com) represents that he or she has the authority to enter in the MSA. Member’s signature on the Schedule of Services, purchases made through Amata’s website, or use of Services constitutes Member’s agreement to be bound by the MSA. Use in these Ts & Cs of the words “you,” “your” and similar words are references to the Member who has entered into the MSA. You agree that you will not falsely represent your association with any business, impersonate a third party or otherwise present false or misleading information to us.
3. **Services.** Pursuant to the MSA, Amata will provide Services to you in exchange for your payment to Amata of the Service Fees. Services are those services and products provided to you as identified in the Schedule of Services and described at www.amataoffices.com/services, and do not include Taxes unless so indicated. Without any additional notice, Service Fees will increase by 5% at the beginning of each new twelve-month period following the Service Start Date unless other instructions are specified in the “special instructions” section of the Schedule of Services. Member agrees to pay all Service Fees authorized by Member, its owners, officers, employees and agents.
4. **License.** With respect to Amata’s grant to Member the right to use office space, conference rooms and/or common areas, THIS AGREEMENT IS A LICENSE AND NOT A LEASE. The MSA does not explicitly or implicitly convey to you any interest whatsoever in real property, and Member acknowledges that it has no rights under Amata’s lease with its Landlord for the Center. THE MSA IS A CONTRACTUAL AGREEMENT THAT GRANTS MEMBER A REVOCABLE LICENSE FOR THE USE OF OFFICE SPACE, CONFERENCE ROOMS AND/OR COMMON AREAS IN THE CENTER. Amata retains legal possession and control of the Center, including the office space assigned to Member. Amata reserves the right to relocate the Member to other offices in the Center from time to time at Amata’s expense, but only to offices of similar size and configuration. The obligation to provide access to the Center and use of the

¹ Capitalized terms are defined in the body of these Ts & Cs or in the definition section at the end of these Ts & Cs.

Services is subject to the MSA, Amata's lease with its Landlord and any other rules and regulations of its Landlord and the building where the Center is located. If Amata's lease for the Center is terminated, Amata will have the right to terminate the MSA but reserves the right to relocate the Member to another center at Amata's expense.

5. **Additional Services.** As Additional Services, Amata makes available to you on an "as-requested" basis the services and products described in the schedule located at www.amataoffices.com/services. The associated Additional Service Fees are also located at that web address. You may order Additional Services or add locations in North America through additional Schedule of Service forms, which will be governed by your MSA. Member's account must be current in order to make additions to the Services or order Additional Services. Member has no right to reduce the Services during the Initial Term or any Renewal Term. From time to time the fees charged for Additional Services may be changed at our sole discretion. Amata will make every effort to notify you thirty days prior to the effective change of Additional Service Fees through posting at www.amataoffices.com/services and email notification to the email address provided by the Member and on file with Amata. Your use of the Additional Services any time thirty days after posting of the changed Additional Service Fees at the above web address constitutes your agreement to the new Additional Service Fees. Additional Service Fees will be charged to Member's account and are payable on the Service Fee Payment Date.
6. **Taxes.** Amata has the right to charge Member for increases in Taxes from calendar year to calendar year that it must pay. This includes real estate (i.e., real property) taxes that Landlord charges Amata for its lease of the space where the Center is located.
7. **Term.** Each MSA's Initial Term is stated on the Schedule of Services. Unless terminated as described for in these Ts & Cs, at the end of the Initial Term the MSA will automatically renew for successive Renewal Terms, each equal in length to the Initial Term.
8. **Payment.** By entering into the MSA, you agree to pay Amata all applicable charges, including the Service Fees, Additional Service Fees, late fees and Taxes by the Service Fee Payment Date each month without counterclaim, set-off or deduction, and that your obligation to pay these charges survives termination of the MSA. Each time you use the Services and/or Additional Services, you reaffirm that you will pay all such charges. Service Fees are itemized on the Schedule of Services and do not include Taxes unless indicated. Invoices are sent monthly in advance. At its sole option, Amata may accumulate Additional Service Fees incurred during your billing cycle and submit them as one or more aggregate charges at the end of each cycle. A late charge of 5% of the invoice per month will be applied if payment in full of the invoice is not made within five days of the Service Fee Payment Date.

9. **Initial Costs; Retainer.** Payment of the Initial Costs, including any applicable Retainer, and the initial month's Service Fees are due at the time of signing 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. At Amata's sole discretion, the Retainer or any portion of it may be applied to outstanding charges. Amata may require that you replace any portion of the Retainer that has been applied to charges or to pay for any damages caused by the Member, its owners, employees, agents and guests. Amata will refund the balance of the Retainer, if any, not applied to satisfy payment obligations, within forty-five days of termination of the MSA.

10. **Billing disputes.** You agree to submit all billing disputes in writing to accounting@amataoffices.com within fifteen days of receiving an invoice. All disputes must include a) the invoice number being disputed, b) the charge description and amount being disputed and c) a thorough explanation of why the charge is being disputed. You agree to pay the undisputed portion of the invoice on or before the Service Fee Payment Date. If Member does not follow exactly the above procedure, Member waives all rights to dispute the invoice and agrees that all charges on the invoice are accurate, valid and owed.

11. **Damage to the Center and/or Member's property.** Member is responsible for any damage (beyond normal wear and tear) caused to any part of the Center, including your assigned office space, by any acts of Member, its owners, employees, agents or guests. Upon reasonable notice, Amata has the right to inspect the condition of office space assigned to you and make necessary repairs. Amata is not responsible for any property belonging to Member at the Center. You bear the risk of loss for—and are responsible for insuring—all of your personal property at the Center. Member forever waives any right of recovery against Amata, and fully and forever discharges Amata and its managers, members, officers, employees and agents for any damage, injury or loss to property of Member in the Center.

12. **Disputes with other members.** We are not responsible for the conduct of other members, their guests or any third parties in the Center. We have no obligation to and will not mediate any dispute between you and any other member and will not indemnify any member for damage resulting from any such dispute.

13. **Providing services to members.** Amata and its designated vendors are the only persons or entities authorized to provide any services in the Center to you and any other members. You agree that Member and its employees and agents will not attempt to or provide any service to other members without Amata's prior express written consent.

14. **No roll over of day office or conference room time.** Any unused day office and conference room time expires at the end of each calendar month and does not roll over to the next month.

15. **Security.** You may be asked to present a valid government-issued photo identification in order to gain access to the Center. We may regularly video record certain areas of the Center. If we deem it necessary, we may disclose information about you to satisfy the request of local, state or federal governmental agencies or to protect us, other members or our or their property.
16. **Suspension of Services.** Amata may suspend providing Services and/or Additional Services (including access to the Center) to the Member without any prior notice: (a) if Member breaches any provision of the MSA and Amata believes, in Amata's sole discretion, it is necessary to protect the Center, Amata's network, Amata's employees, other members or Amata's ability to provide services to other members, (b) if Member's account remains unpaid five days after the Service Fee Payment Date and/or (c) upon rejection of any credit card charges, a returned check or if the Member's card issuer (or its agent) seeks return of any payment previously made to Amata which Amata believes the Member owes.
17. **Termination of MSA prior to the Service Start Date.** Prior to the Service Start Date, Amata may terminate the MSA in its sole discretion if not approved by Amata management for any reason, including the results of Member's credit check.
18. **Termination of the MSA after the Service Start Date.** Either Amata or the Member may terminate the MSA at the end of the Initial Term or any Renewal Term by providing notice of termination at least sixty days prior to the end of the applicable term. For Members on a month-to-month term, the notice must be given at least thirty days prior to the end of the calendar month at which the MSA is to terminate, otherwise it is not effective to terminate until the end of the month following the notice (i.e., notice received on April 5 is effective to terminate the MSA on May 31).

Either Amata or the Member may terminate the MSA at any time if the other party materially breaches the MSA.

Material breaches by Member include, but are not limited to, the following failures, acts or omissions if Member fails to cure such failures, acts or omissions within ten business days after receipt of notice of an intent to terminate: (a) Member, its officers, employees or agents failing to abide by any of the rules, regulations or policies (e.g., the ARR) of Amata or the Landlord related to the Center (b) use of the Center for any illegal operation or purpose, or the Member, its officers, employees or agents committing any illegal act or omission while using or in the Center, (c) Member, its officers, employees or agents causing a nuisance and/or disturbing other members or guests and (d) Member, its officers, employees or agents being abusive to any Amata employee, agent or other member. It is also a material breach by Member if it breaches the MSA more than once (including as

described in the above subsections (a) through (d)), regardless of whether such breaches are timely cured. Material breaches by Member also include failure on two or more occasions within a twelve-month period to pay all amounts due to Amata by five days after the Service Fee Payment Date. No notice or opportunity to cure is necessary for Member's failures to make timely payment. The above-described failures, acts and omissions are not intended to be an exhaustive list of those which would be material breaches by Member of the MSA. Amata need not provide notice and an opportunity to cure those breaches by Member which, in Amata's sole judgment, cannot be cured.

Amata's failure to: (a) deliver received mail, (b) provide telecommunications services or (c) provide access to the Center, will only be considered a material breach if it lasts for a period of ten consecutive business days and, in the case of access to the Center, only if Amata cannot accommodate Member at another Amata office center location.

19. **Damages for termination of the MSA.** If the MSA is terminated after the Service Start Date, Member shall pay Amata for: (a) the Service(s) up through the effective date of termination, (b) the Initial Costs and the Termination Charge. Member will not be liable for the Initial Costs and the Termination Charge if Member terminates due to a material breach by Amata. Member agrees that because actual damages to Amata caused by termination of the MSA are uncertain and would be difficult to determine, the Termination Charge is a reasonable liquidated damage and is not a penalty.
20. **Reinstatement following termination.** Member has no right to reinstatement following termination. If, however, Amata agrees to reinstate Member's MSA and Services, then Member shall be responsible for additional Initial Costs being charged at Amata's then-prevailing rates.
21. **Removal of personal property.** Member agrees to remove all personal property and vacate the Center on or before the effective date of termination of the MSA. Amata is not, at any time, responsible for loss or damage to any of Member's property remaining at the Center following the effective date of termination or for exercising any of its rights under this provision unless the loss or damage is the result of willful conduct by Amata. 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 and storage plus 15% of those charges as Amata's service fee. If member fails to retrieve any personal property within ninety days of the effective date of termination, then Amata may dispose of Member's personal property as it sees fit without incurring any liability to Member.
22. **Business continuation services.** For all Services provided on terms other than month-to-month, Amata will provide business continuation services. Upon expiration, cancellation or

termination of the MSA, for any reason other than material breach by Member, 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 material breach by Member, Member may Port the primary assigned telephone number to Member's new telephone carrier. In the event the Member materially breaches 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 \$75.00 per month plus costs of postage and/or Amata's administrative time. 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.

23. **Mail services.** You acknowledge 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. 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 that it will NOT file a change of address form with the USPS.
24. **Changes to these Ts & Cs.** Amata may change these Ts & Cs for any upcoming Renewal Term by sixty day advance notification by posting them at www.amataoffices.com and providing email notification to the email address provided by the Member and on file with Amata.
25. **Disclaimer of warranty.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED BY AMATA "AS IS" AND AMATA AND ITS PROVIDORS, LICENSORS, MANAGERS, OFFICERS, EMPLOYEES AND AGENTS MAKE NO WARRANTY OR GUARANTEE WITH RESPECT TO SERVICES OR ADDITIONAL SERVICES OR AS TO THE RESULTS TO BE

OBTAINED FROM USE OF THE SERVICES OR ADDITIONAL SERVICES, UNDER THE MSA OR OTHERWISE. THE SERVICES AND ADDITIONAL SERVICES ARE PURCHASED WITH KNOWLEDGE OF THIS WARRANTY DISCLAIMER. AMATA EXPRESSLY DISCLAIMS ANY WARRANTIES, CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

26. Limitation of liability. WITHOUT PREJUDICE TO OR LIMITING AMATA'S RIGHT TO RECEIVE PAYMENT FOR SERVICES AND ADDITIONAL SERVICES, THE ENTIRE LIABILITY OF AMATA (AND ITS PROVIDORS, LICENSORS, MANAGERS, OFFICERS, EMPLOYEES AND AGENTS) FOR ALL CLAIMS, DAMAGES, ETC. OF WHATEVER NATURE (INCLUDING NEGLIGENCE CLAIMS) ARISING OUT OR RELATED TO THIS AGREEMENT, THE PROVISION OF SERVICES AND ADDITIONAL SERVICES, TRANSMISSION, TELEPHONE SERVICES, INTERNET SERVICES, DATA SERVICES AND/OR EQUIPMENT, INCLUDING DAMAGE TO REAL AND 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 AND COVERED BY INSURANCE, OR FOR ANY OTHER LIABILITY WHICH MAY BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

YOU RECOGNIZE THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND NOT SUBJECT TO AMATA'S CONTROL. YOU AGREE THAT AMATA (AND ITS PROVIDORS, LICENSORS, MANAGERS, OFFICERS, EMPLOYEES AND AGENTS) 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. LIMITEES 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 (AND ITS PROVIDORS, LICENSORS, MANAGERS, OFFICERS, EMPLOYEES AND AGENTS) ARE 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 (OR ITS PROVIDORS, LICENSORS, MANAGERS, OFFICERS, EMPLOYEES AND AGENTS) 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 (OR ITS PROVIDORS, LICENSORS, MANAGERS, OFFICERS, EMPLOYEES AND AGENTS) 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.

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).

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.

27. **No liability for actions of others.** We are not responsible for the actions of other using the Services or Additional Services or in the Center. Other members may not be who they claim to be. We do not perform background checks on our members, and we do not guarantee that our members' online profiles are accurate.

The Services and Additional Services may provide you with access to the services or products of third parties and advertisements from our unrelated business partners. We are not responsible for the content of those advertisements or any links, products or services related to those third parties. We are not liable to you for any damage or loss relating to any reliance on any third-party advertisement or use of any third party services or products.

28. **Indemnity.** Member will indemnify, defend and hold harmless Amata and its managers, members, directors, officers, employees, affiliates, agents, subcontractors, co-branders and partners from and against any claims, suits, actions, proceedings, demands, liabilities and settlements 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. Member's indemnification and hold harmless obligations hereunder shall survive termination or expiration of the MSA.

29. **Force Majeure.** Amata has no liability to Member for any interruption in Services or Additional Services caused by a Force Majeure.

30. **Duty to Mitigate.** Amata has no duty to mitigate its damages under the MSA.

31. **Non-solicitation.** Amata employees are an essential part of Amata's ability to deliver Services and Additional Services. Member, its owners, officers, agents and employees agree that during the term of the MSA (including any Renewal Term) and for six months thereafter, they will not directly or indirectly, on their own account or on the account of any other person or entity (a) solicit for employment, assist in employing, employ, hire or otherwise associate in business with any current employee or any former employee who was employed by Amata within the prior six months, provided, however, that a general solicitation for employment not specifically directed at any such employee or former employee is not a violation of this provision, and/or (b) induce or attempt to induce or attempt to induce any employee or member of Amata to terminate his, her or its relationship with Amata. For violations of the non-solicitation of employees or former employees (as defined above), Member agrees that actual damages would be difficult to determine and therefore agrees to pay to Amata as liquidated damages one-half of the most recent annual salary of the person solicited and/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 the MSA.

32. **Class action waiver.** Any arbitration or lawsuit to litigate any dispute in any forum related to the MSA will be conducted solely on an individual basis. Neither Member or Amata will seek to have any dispute heard as a class action or in any other manner in which a party seeks to act in a representative capacity. No proceeding will be combined with any other proceeding without the consent of both Amata and Member. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US, INCLUDING THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ARBITRATION OR CONSOLIDATION OF INDIVIDUAL CASES OR ARBITRATIONS.
33. **Attorneys' fees.** Notwithstanding anything to the contrary contained elsewhere in the MSA, if Member or Amata brings any action in any court that in any way arises under, is brought in connection with or relates to the MSA, including questions about its existence, validity or termination, the prevailing party in such action shall be entitled to recover its legal fees (including paralegal and/or law clerk fees), expenses (including expert fees, deposition costs, travel expenses and copying charges) and court costs from the other party.
34. **Arm's length agreement.** The MSA has been negotiated at arm's length and between persons sophisticated and knowledgeable in matters related to the MSA. In addition, each party has had the opportunity to have the MSA reviewed by legal counsel of their choice. Accordingly, any rule or decision that would require construction of ambiguities against the drafter of the MSA is not applicable and waived by the parties. The provisions of the MSA shall be interpreted in a reasonable manner to affect the purpose of the parties and the MSA. The headings of each paragraph are for the convenience of reference and shall not affect its interpretation.
35. **Provisions partially or wholly unenforceable.** If any provision of the MSA is held to be invalid in whole or in part, the parties agree that such provision shall be modified to make it enforceable to the maximum extent permitted by applicable law. If any provision is held to be wholly unenforceable and unable to be modified to make it enforceable, then it shall be deemed stricken from the MSA and the remaining provisions of the MSA shall remain in full force.
36. **Non-waiver.** The waiver by any party of the breach of any provision of the MSA by the other party, or the failure by either party to exercise any right granted to it under the MSA, shall not operate as the waiver of any subsequent breach by the other party nor as a waiver of the ability to exercise such right.
37. **Assignment.** Member may not assign the MSA or its right to receive the Services or Additional Services without express written consent of Amata. Amata may assign this MSA at any time and without the consent of Member.

38. **Notices.** Unless specified otherwise elsewhere in the MSA, all notices are to be in writing and must be served by certified mail with postage prepaid, by overnight courier delivery or by email, with proof of delivery. If notice is to Member, use of the mailing address and/or email address provided by Member in the Schedule of Services or any amendment shall be sufficient. Member agrees to maintain a correct and current address, phone number and contact name on file with Amata, including upon termination of the MSA. All notices to Amata must be sent to Amata Office Centers, 1 South Washington Street, Danville, IN 46122-1300 or via email to accounting@amataoffices.com. All termination notices by Member must be sent separately from any other notice.
39. **Choice of law; forum selection.** This MSA is governed by the law of the state where the Center is located without regard to its choice of law provisions. For members whose accounts are not assigned to any Center, the law of the State of Illinois shall apply without regard to its choice of law provisions. Any dispute relating to or arising out of the MSA or the provision of the Services or Additional Services must be brought in either the Circuit Court of Cook County, Daley Center, Chicago, Illinois or the Northern District of Illinois, Eastern Division courts located in the Dirksen United States Courthouse in Chicago, Illinois.
40. **Entire agreement.** This MSA is the entire agreement between Amata and Member and supersedes all prior written and oral agreements.

Definitions

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.

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

Equipment Member's equipment, if any.

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.

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

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

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

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

Mail Only Services A Service in which the Center(s) listed on the Schedule of Services 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, subject to Terms, to list the Center(s)'s address on Member's promotional material, business cards and signature line as Member's place of business.

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).

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

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

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.

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

Services. The license, services and products provided to the Member, as described in the Schedule of Services and at www.amataoffices.com/services.

Service Fees. The charges associated with the Services that Amata provides to the Member pursuant to the MSA.

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

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

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

Telephone Answering Only Services A service provided by Licensor that enables calls to a telephone number designated by Licensor on the Schedule of Services to be answered in the company name specified by the Licensee.

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. This includes the amount of any promotion or discount provided to Member.

USPS United States Postal Service.

Virtual Office Plus As defined in the services schedule.

VoIP Voice over Internet Protocol.