



CO-SPACE MEMBERSHIP AGREEMENT

Purdue Research Foundation (PRF) offers work space and certain other services to persons and businesses for a fee. Member seeks work space and certain other services offered by PRF for a fee. In consideration for Member's agreement to pay the membership fees and other mutual covenants and promises contained in this Agreement, PRF and Member agree as follows:

Acceptance of Terms.

PRF will provide to Member certain services (including but not limited to use of work space, access to internet and use of certain equipment) all of which are subject to the Terms of Use (TOU). PRF reserves the right to update, amend, and/or change the TOU at any time without notice to Member.

Services Provided.

PRF will provide Member with access to work space, internet access, certain office equipment, conference space, and other services and resources PRF may make available for the co-space area located in the Purdue Technology Center (the "Services"). The Services made available by PRF are published in the PTC Co-Space Membership Guide, but these Services may be updated, changed, or amended by PRF at any time. Member's access to and use of co-space in the Purdue Technology Center (PTC) is on a non-exclusive basis and is shared by all the members. The Services are provided by PRF to members on a first-come, first served basis. PRF will endeavor to provide reasonable availability of the Services for use by members, but PRF makes no assurance to Member that work space, conference space, equipment or any other of the Services will be available at all times. Member is encouraged to reserve use of space or equipment made available to members in the co-space area a reasonable time in advance of the time Member desires to use the space, equipment, or other Services. At all times, Member's use of the Services will be subject to this Agreement and to the TOU, as may be amended from time to time and which are incorporated into this Agreement. PRF shall not be liable for any interruption of Member's use of the Services or of the co-space area in the PTC.

This Agreement constitutes a license to use the PTC Co-Space area in accordance with the Terms of Use and does not in any way constitute a lease or sub-lease. The Member's membership and license to use the PTC Co-Space is not transferrable to any other person or business. Member agrees to pay PRF the fee for the type of membership purchased by Member.

I acknowledge that I have received, read, understood, and agreed to Purdue Research Foundation's Terms of Use (TOU) for the Purdue Technology Center Co-Space, including but not limited to, the provisions regarding indemnity, disclaimer of warranties, limitation of PRF's liability, and confidentiality. I understand that the TOU may be amended from time to time, without notice, and that I agree to adhere to such amended TOU when published. Member has all requisite legal power and authority to enter into and abide by the terms and conditions of this Agreement, including the Terms of Use, and no further authorization or approval is necessary. Member's 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 Member is a party.

THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT IS BINDING ONCE SIGNED BY BOTH PARTIES BELOW. MEMBERS HAVE THREE (3) BUSINESS DAYS AFTER THE DATE BOTH PARTIES SIGN BELOW TO TERMINATE THIS AGREEMENT (THE "TERMINATION PERIOD"). AFTER THE TERMINATION PERIOD, NO REFUNDS WILL BE MADE OR EARLY TERMINATION REQUESTS HONORED. MEMBER ACKNOWLEDGES THAT MEMBER MUST PROVIDE ALL PAYMENTS DUE AND A COMPLETED W-9 FORM BEFORE PRF MUST GRANT MEMBER ACCESS TO THE WORK SPACE OR PROVIDE THE OTHER CO-SPACE SERVICES DESCRIBED HEREIN. MEMBER ACKNOWLEDGES AND AGREES THAT IF MEMBER PAYS USING ANY METHOD OTHER THAN COMMERCIAL CAFÉ, PRF WILL CHARGE A \$10.00 ADMINISTRATIVE FEE.

MEMBER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT WILL AUTORENEW UNLESS MEMBER SENDS PRF A WRITTEN TERMINATION NOTICE AT LEAST 30 (BUT NOT MORE THAN 90) DAYS BEFORE THE EXPIRATION OF THE THEN-EXISTING TERM.

[Signature Page Follows]



CO-SPACE MEMBERSHIP AGREEMENT SIGNATURES

Member Name: _____

Term: _____ 12 months

Business: _____

Term Start Date: _____

Home Address: _____

Term End Date: _____

Cost of Term: \$ _____

Phone: _____

Plus Key Deposit: \$ _____ 15.00

Email: _____

Total Amount Due: \$ _____

Membership Type: Basic _____ Reserved _____

MEMBER SIGNATURE:

ACCEPTED BY PURDUE RESEARCH FOUNDATION:

By: _____

By: _____

Title: _____

Date: _____

Title: _____

I have read and agree to the PTC Terms of Use for Co-Space