

Signed: _____

55 State Center Office

Terms & Conditions

Services within the 55 State Business Center (the "Services") are services operated by Briarwood Thirteen, LLC. ("Company") of 55 State Street, Springfield, MA 01103, USA. This Agreement, which governs the terms and conditions of your use of the 55 State Virtual and/or Actual Offices, where applicable, is between you ("You," "User," or "Client"), as an authorized user of the Services, and the Company. Client agrees that the Services will be used only as provided in such terms and conditions for legitimate, legal, and reputable business office purposes to be determined in the sole discretion of the Company.

YOUR USE: **Nature Of Your Business:** You must only use the accommodation for office purposes, and only for the business name and purpose stated in your Agreement or subsequently agreed with us. Unless space is identified as retail space, Office/Accommodation use of a "retail" nature, involving frequent visits by unknown members of the public, is not permitted. You must not carry on a business which competes with our business of providing serviced office or cube accommodations. You must not use the name Briarwood Thirteen, LLC, the Springfield Business Center, or any of its associated companies in any way in connection with your business or on your letterhead.

Your Name & Business Purpose: You may only carry on that business in your name or some other name that we previously agree. At your request and cost we will include that name in the house directory at the business center, where this is available. You must not put up any signs on the doors to your accommodation or anywhere else which is visible from outside the accommodation you are using unless otherwise agreed by Company. You may use the 55 State business center address as your business address. If you use the center address as your registered business address, you must have a third-party registered as your agent for service of process.

Good Care: You must take good care of all parts of the 55 State business center, its equipment, fittings and furnishings which you use. You must not alter any part of it. You are liable for any damage caused by you or those in the business center with your permission or at your invitation. Office Furniture And Equipment: You must not install any furniture or office equipment, cabling, IT or telecom connections without our consent, which we may refuse at our absolute discretion.

Keys And Security: Any keys or entry cards which we let you use remain our property at all times. You must not make any copies of them or allow anyone else to use them without our consent. Any loss must be reported to us immediately and you must pay the cost of replacement keys or cards and / or changing locks, if required. If you are permitted to use the business center outside normal working hours it is your responsibility to lock the doors to your accommodation and to the business center when you leave.

Comply With The Law: You must comply with all relevant laws and regulations in the conduct of your business. You must do nothing illegal. You must not do anything that may interfere with the use of the business center by us or by others, cause any nuisance or annoyance, increase the insurance premiums we have to pay or cause loss or damage to us or to the owner of any interest in the building which contains the business center. You acknowledge that (a) the terms of the foregoing sentence are a material inducement to us for the execution of your Agreement and (b) any violation by you of the foregoing sentence shall constitute a material default by you hereunder, entitling us to terminate your Agreement.

Comply With House Rules: You must comply with any 55 State Business Center house rules which we impose generally on users of the business center whether for reasons of health and safety, fire precautions or otherwise.

Insurance: It is your responsibility to arrange insurance for your own property which you bring into the business center and for your own liability to your employees and to third parties. An insurance certificate

Signed: _____

must name Company and its management as additional named insureds.

We can enter your accommodation at any time. However, unless there is an emergency we will as a matter of courtesy try to inform you in advance when we need access to carry out testing, repair or works other than routine inspection, cleaning and maintenance. We will also respect security procedures to protect the confidentiality of your business.

1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE. The Services are offered to You conditioned on Your acceptance without modification, of the terms and conditions, contained in this Agreement. Your use of the Services constitutes Your agreement to the terms and conditions stated in this Agreement. Each person that uses the Services, or that enters into a contract, in writing, over the telephone, facsimile or online, on behalf of its employer or other third party, represents that such person is fully authorized to accept these terms on its employer's or the third party's behalf. Unless explicitly stated otherwise, the Terms of Service will govern the use of any new features that augment or enhance the current Services, including the release of new Company resources and services. In the case of any violation of these terms, the Company reserves the right to seek all remedies available by law and in equity for such violations.

2. TERM; AUTOMATIC EXTENSION; TERMINATION or SERVICE DOWNGRADE. For Actual Office Space within the Center, the Initial Term is 6 months. The term thereafter, unless agreed otherwise is month to month. Terminations do require a full 30 day written notice as specified. Unless properly terminated or downgraded, this Agreement will be automatically renewed and extended for successive periods equal to one month (each, a "Renewal Term") until terminated, as provided herein, by either Client or Company. Client's written notice to terminate the Agreement must be in writing, and must be sent by certified mail, return receipt requested, sent to Briarwood Thirteen, LLC, attn.: Contract Terminations, 174 South Boulevard, 2nd Floor, West Springfield, MA 01089. Company's written notice to terminate the Agreement shall be sent by either (a) email to Client's email address on record with Company, or (b) by first class mail to Client's last known address on record with Company. Upon termination of the Agreement for whatever reason, it is the Client's responsibility to notify all parties of Client's change of address and/or communications services. Subsequent mail sent to the Company's location will be returned to sender if applicable and all services and obligations will terminate at that point.

The standard fee during any extension period shall be equal to the then current standard fee for the User's services.

3. MODIFICATIONS TO THE SERVICE. The Company reserves the right to modify or discontinue all or part of the Service, temporarily or permanently, with or without notice to User, and is not obligated to support or update the Service. The amended Terms shall be effective immediately after they are emailed to you, written to you or posted on the Company's website.. User's continued use of the Service after the posting of the amended Terms on the Site constitutes User's affirmative: (a) acknowledgment of the Terms and its modifications; and (b) agreement to abide and be bound by the Terms, as amended. User acknowledges/agrees that the Company shall not be liable to User or any third party in event that the Company exercises its right to modify/discontinue all/part of the Service.

4. MODIFICATION OF USER RATES. Retail rates for services published on 55 State or 55 State related websites may reflect promotional only pricing limited for a certain amount of time or available only to first time customers. The Company reserves the right, in its sole discretion, to change User pricing upon thirty (30) days' notice.

5. CHARGES. By electing to purchase subscription-based services, You warrant that all information You submit is true, legally valid and accurate (including without limitation Your credit card number(s), billing address and expiration date) and You agree to pay all subscription and additional usage fees You incur, plus all applicable taxes.

a. Payment of Your account balance and other applicable charges is due monthly and must be made by the valid credit card(s)

Signed: _____

designated by You or any other legal form of payment. Cash is never permitted. Cash is never accepted. If a credit card is used, You must promptly notify the Company of changes to: (a) the account number or expiration date of Your designated credit card(s); (b) Your billing address; or (c) cancellation, theft or loss of Your designated card(s). Any payment received 10 days after the due date will be assessed a \$50 late payment fees. All billing of applicable subscription charges is starting at time of sign up.

b. If payment for Your account is not received from the card issuer or its agents, You agree to pay all amounts due, including late payment fees and collection costs, upon demand. Each time you use the Service, or allow or cause the Service to be used, You agree and reaffirm that the Company is authorized to charge Your designated card(s). You agree that the Company may (at its option) accumulate charges incurred during Your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that the Company may delay obtaining authorization from Your card issuer until submission of the accumulated charge(s). Company reserves the right at any time to withhold any services provided under this Agreement (with or without notice) or to terminate the Agreement if fees are not paid by the end of the day they are due or the funds due from any applicable retainers have not been cleared. Actual collection fees incurred by Company, up to 100% of the account balance, will be added to the unpaid balance. Additionally, You agree to pay Company 1.5% interest per month on all amounts owing and not paid when due. The Company reserves the right to suspend or terminate Your Service account without notice upon rejection of any card charges or if Your card issuer (or its agent or affiliate) seeks return of payments previously made to the Company when the Company believes You are liable for the charge, or when you have not otherwise paid for your services. Such rights are in addition to and not in lieu of any other legal rights or remedies available to the Company.

c. Your set up fees (if applicable) and recurring service fees are payable in advance and are non-refundable. Virtual office address set up fees may include complimentary online notary services to assist with customer's CMRA rules and regulations process. You agree that the Company may submit charges for Your monthly service fee each month, without further authorization from You, unless You provide prior notice that You have terminated this authorization or wish to change Your designated credit card(s). Such notice will not affect charges submitted before the Company reasonably could act on Your notice. (Note: the Company takes no responsibility for contacting You prior to charging Your designated credit card for Your recurring service fee.) If You have any question regarding any charges that have been applied to Your account, You must contact the Company's Customer Service Department within 30 days of the charge date. Failure to use Your account will not be deemed a basis for refusing to pay any charges submitted by the Company in accordance with this Agreement.

d. Default - If you default in your obligations, i.e., don't abide by the terms and conditions of this agreement, we reserve the right to provide you with written notice of default and terminate all services to You without any further obligation to you. A default/non payment will result in additional enforcement and obligation charges to You including, but not limited to: changing the locks to office accommodations, lock change, key replacement, deactivation of codes, legal fees incurred, etc.

e. Intentionally Omitted

f. Intentionally Omitted.

6. SERVICES/MAIL VIRTUAL OFFICES. If we process your mail, and you do not have an actual office at the Center, the United States Postal Service (USPS) requires the following compliance from the Client under the provisions of Rule 66, Federal Register 56993, November 14, 2001, which govern Commercial Mail Receiving Agencies (CMRA). If the location You signed up for is, or is hereafter deemed to be, a CMRA, then You agree to make the address format for Your business the following: Company Name, Client Name PMB# ____ (PMB# will be assigned after set up forms have been submitted) XYZ Street, Suite 123, City State Zip. Your failure to comply with this regulation may, at our sole discretion, be declared an act of default. You agree to furnish us with a completed and fully NOTARIZED CMRA Form 1583. Incomplete and/or partial CMRA forms and related documents will not be accepted and may require client to resubmit. Additional fees may apply at that point. Before mail may be received or any other location-related Services may be reserved or used, all persons for whom we handle mail, or who collects mail from the location, must provide us with a Government issued photo ID, plus one other form of acceptable identification, as specified in Form 1583. Any client that has reserved a virtual office location is required to provide proper identification and fully notarized forms with clearly visible stamp or seal as stated above, no matter the country of origin. Additional forms may be required to satisfy certain local or individual location needs. Some Domestic and International virtual office locations may require additional forms or details as part of overall compliance.

NOTE: Additional business entity names or "DBA's" are required to register for a separate virtual office address and related services. Normal retail rates, initial set up fees and set up requirements apply.

Signed: _____

Acceptable identification includes: valid driver's license or state non-driver's identification card; armed forces, government, university, or recognized corporate identification card; passport, alien registration card or certificate of naturalization; current lease, mortgage or Deed of Trust; voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your identification may be retained by agent for verification. Social Security Cards, Birth Certificates, Credit Cards are not acceptable.

User agrees to abide by all CMRA rules and regulations. At termination of this Agreement, You agree that all mail thereafter will be marked "Return to Sender," and no further mail or deliveries will be accepted. Client may use the address of Company and/or its agents as specified above in this Agreement as Client's business address, subject to exception in certain locations, but not as Client's registered office address. Mail will be handled according to instructions specified by the Client, and the Client will be responsible for all resulting forwarding and service charges. If Client elects to have mail or packages shipped or forwarded via Federal Express, United Parcel Service, DHL or any other overnight / express shipping methods, Client is obligated to provide his own shipping account to Company to charge said services to (if service provided). Any violation of USPS regulations may result in termination of Services by Company, and may subject the violator to fines or imprisonment. If Company has been instructed and agreed to forward mail, neither Company nor its agents shall be responsible for any delay or loss of mail during the forwarding process. Company will not accept any items exceeding 10 lbs in weight, 18" in any dimension, or 1 cubic foot in volume, or if the item contains any dangerous, live or perishable goods, and Company shall be entitled in its absolute discretion to return uncollected items or refuse to accept any quantity of items it considers unreasonable or unlawful. The Client warrants that it will not use any of the Services for any obscene, illegal, immoral or defamatory purposes and will not in any way involve Company into disrepute. The Client will not in any way use or combine the Company name, in whole or in part, for the purpose of trading activities. Company will not be liable for any loss sustained as a result of any mechanical breakdown, strike, delay or failure of any staff, manager or caretaker to perform their duties. This Agreement is interpreted and enforced in accordance with the laws of the state of Massachusetts, USA.

7. LINKS. The Service or related websites may provide links to other Websites or resources. User agrees that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, products or services available on such external sites or resources.

8. INTELLECTUAL PROPERTY RIGHTS. User acknowledges that content, including but not limited to policy information, text, software, music, sound, photographs, video, graphics, the arrangement of text and images, commercially produced information, and other material contained on the Site or through the Service ("Content"), is protected by copyright, trademarks, service marks, patents or other proprietary agreements and laws and User is only permitted to use the Content as expressly authorized by the Company. These Terms do not transfer any right, title, or interest in the Service, Site or the Content to User, and User may not copy, reproduce, distribute, or create derivative works from this Content without express authorization by the Company. User agrees not to use or divulge to others any information designated by the Company as proprietary or confidential. Any unauthorized use of any Content contained on the Site or through the Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. EXCEPT AS SPECIFICALLY PERMITTED HEREIN, NO PORTION OF THE INFORMATION ON THE SITE MAY BE REPRODUCED IN ANY FORM, OR BY ANY MEANS, WITHOUT PRIOR WRITTEN PERMISSION FROM THE COMPANY. USERS ARE NOT PERMITTED TO MODIFY, DISTRIBUTE, PUBLISH, TRANSMIT OR CREATE DERIVATIVE WORKS OF ANY MATERIAL FOUND ON THE SITE FOR ANY PUBLIC, PERSONAL OR COMMERCIAL PURPOSES.

9. TRADEMARKS. "Company Trademarks" means all names, marks, brands, logos, designs, trade dress and other designations the Company uses in connection with the Service or any other service. User acknowledges the Company' rights in the Company Trademarks and agrees that any and all use of the Company Trademarks by User shall inure to the sole benefit of the Company.

10. DISCLAIMER OF WARRANTIES. USER EXPRESSLY AGREES THAT USE OF THE SITE AND THE SERVICE IS AT USER'S SOLE RISK. THE SITE AND THE SERVICE ARE

PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. THE COMPANY MAKES NO WARRANTY THAT THE SITE OR SERVICE WILL MEET USER'S REQUIREMENTS, OR THAT THE SITE OR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR VIRUS-FREE NOR DOES THE COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT OR ANY INFORMATION OR PRODUCTS OBTAINED THROUGH THE SITE OR SERVICE OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. USER UNDERSTANDS AND AGREES THAT ANY MATERIAL

Signed: _____

OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR SERVICE IS DONE AT USER'S OWN DISCRETION AND RISK AND THAT USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES UNDER CERTAIN CIRCUMSTANCES; CONSEQUENTLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO USER, IN WHOLE OR IN PART.

11. **LIMITATION OF LIABILITY.** As a condition of use of the Service, and in consideration of the Services provided by the Company, User agrees that neither the Company, nor any officer, affiliate, director, shareholder, agent, contractor or employee of the Company (the "Company Affiliates"), will be liable to User or any third party for any direct, indirect, incidental, special, punitive, or consequential damages, loss of profits, loss of earnings, loss of business opportunities, damages, expenses, or costs resulting directly or indirectly from, or otherwise arising in connection with the Office space, Service, Site or Content; including but not limited to any of the following: Reliance, Termination, Infringement, Force Majeure. The limitations set forth in this section apply to acts, omissions, negligence, and gross negligence of Company and/or the Company Affiliates, which, but for this provision, would give rise to course of action in contract, or any other legal doctrine. The Company shall not be liable for any direct, indirect, incidental, punitive, special, multiple, or consequential damages resulting from the use or inability to use the Services or for cost of procurement or substitute goods and services or resulting from any products or services purchased or obtained through the site including loss of profits, use, data or intangible property, even if the Company has been advised of the possibility of such damages. The entire liability of the Company and Your exclusive remedy with respect to the use of the site and service are limited to the lesser of (1) the amount actually paid by You for the Service during the three (3) months preceding the date of Your claim; or (2) US \$500.00. You hereby release the Company and the Company Affiliates from any all obligations, liabilities and claims in excess of this limitation.

12. **NO RESALE OF THE SITE.** User agrees not to reproduce, duplicate, copy, sell resell, exploit or make any commercial use of or access to the Service, without the express written consent of the Company. Further, User agrees not to misrepresent to anyone its connection to or use of space at the Company's center and has no authority to bind or create the appearance of authority to bind the Company to any arrangement in which You enter or seek to enter.

13. **LAWFUL USE.** User agrees that use of the site is subject to all applicable national, state, and local laws and regulations, and that User is solely responsible for the contents of its business through the Service.

14. **INDEMNIFICATION.** User will defend, indemnify and hold harmless the Company and the Company Affiliates, and their respective successors and permitted assigns, from and against any claim, suit, demand, loss, damage, expense (including reasonable attorneys' fees and costs) or liability that may result from, arise out of or relate to: (a) acts or omissions by User arising out of or in connection with this Agreement; (b) intentional or negligent violations by User of any applicable laws or governmental regulation, (c) contractual relations between the User and a third party; or (d) infringement of intellectual property rights including, but not limited to, rights relating to patent and copyright. User acknowledges that the Company has no control over the content of information transmitted by User or User's customers and that the Company does not examine the use to which User or User's customers put the Service or the nature of the information User or Users customers send or receive. User hereby indemnifies and holds harmless the Company and Company Affiliates from any and all loss, cost, damage, expense, or liability relating to or arising out of the transmission, reception, and/or content of information of whatever nature transmitted or received by User or Users.

15. **ACCESS TO PASSWORD PROTECTED/SECURE AREAS.** Access to and use of password protected and/or secure areas of the Site is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.

16. **TERMINATION & EFFECT.** The Company may terminate or suspend access to the Service or Site with or without cause at any time and effective immediately. Reasons for termination or suspension shall include, but are not limited to, the following: inactivity of the User; violation of any terms listed in this policy; or failure to pay for Services. The Company shall not be liable to User or any third party for termination of the Service or Site. Should User object to any provision of the Terms or any subsequent modifications thereto or become dissatisfied with the Service or Site in any way, Users only recourse is to immediately: (a) terminate use of the Service and Site; and (b) notify the Company of termination. Upon termination of access to the Service and Site, User's right to use the Service and Site shall immediately cease. In the event of User default, User agrees to pay all costs, expenses and reasonable attorneys' fees expended by Company, 55 State Business Center, Briarwood Thirteen, LLC or any other entity in enforcing this Agreement or collecting any sums due hereunder both in and out of bankruptcy and before and after judgment.

17. SEVERABILITY. In the event that any provision of the Terms shall, in whole or in part, be determined to be invalid, unenforceable or void for any reason, such determination shall affect only the portion of such provision determined to be invalid, unenforceable or void, and shall not affect in any way the remainder of such provision or any other provision of the Terms. The Company's failure to act with respect to a breach by User or others does not waive its right to act with respect to subsequent or similar breaches.

18. CONFIDENTIALITY. Client recognizes that Client may, in the course of obtaining or using the Services, come into possession of or learn confidential and proprietary business information of Company, Briarwood Thirteen, LLC, 55 State Springfield Business Center or any other associated entity ("Confidential Information"). Client agrees that during the Term of this Agreement and thereafter: (a) Client shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information as is provided with respect to Client's own similar information, but in no event less than a reasonable standard of care; (b) Client will use Confidential Information solely for the purposes of this Agreement; and (c) Client will not disclose Confidential Information to any third party without the express prior written consent of the Company. Upon termination, Client will promptly return to the Company any Confidential Information. If the Company transfers its business or any business segment that provides Services to Client, the Company is authorized to transfer all User information to Company's successor. Company may elect to record calls at any time for training or quality assurance.

19. OWNERSHIP. All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Service are wholly owned by the Company and/or its licensors and service providers except where expressly stated otherwise. User agrees that User is not the owner of any phone number assigned to User by the Company. Upon termination of account for any reason, such number may be re-assigned immediately to another customer. Company may from time-to-time need to change the number assigned to You. Company will not be liable for damages (consequential or special) arising out of such re-assignment or number change. User hereby waives any claims with respect to such change. User is not authorized to charge services to number assigned, any such charges will give the Company the right to immediately terminate Your account without notice and bill such charges to User.

20. CONFERENCE & "OFFICE FOR A DAY" TERMS AND CONDITIONS. Company entitles Users to hire offices, meeting rooms and conference services ("Facilities") by the day, half day or hour from Company, its Partners, and members. Use of any Facilities will be subject to: (i) availability of the Facilities; (ii) payment of all fees and charges incurred in reserving and/or using the Facilities; and (iii) compliance with the terms and conditions and/or house rules from time to time applicable to the Facilities. Unless otherwise agreed in writing, settlement of all fees and charges incurred in reserving and/or using the Facilities is to be made by Client prior to use and shall not be considered guaranteed until written confirmation has been provided to Client. The Meeting Room Elite Pass discount offerings and The Office To Go plan cannot be combined with any other promotions, offerings or discounts. Cancellations or changes received earlier than 48 business hours prior to the reserved date will be charged USD. \$25.00 cancellation/handling fee, and cancellations / changes received within 48 business hours of the reserved date will be charged the total fee. This also applies if the booking was made less than 48 business hours of reservation date/time. Any costs incurred to third party suppliers (e.g. caterers or equipment suppliers) as a result of cancellation will be payable in full by the Client. Reservations not made through Company are not guaranteed in any way and no pricing structure is guaranteed for reservations not made specifically with Company. Client's written notice to change or cancel an existing reservation must be in writing, and must be sent by email the Company specialist handling your reservation or account.

DAMAGES WAIVER: User hereby authorizes Company to charge initial applicable reservation fees and any and all applicable variable fees including fees incurred for any potential damages.

You will not damage, deface or alter the meeting space, furniture, furnishings, walls, ceilings, floors, equipment or make or suffer to be made any waste, obstruction or unlawful, improper or offensive use of the meeting space or the common area facilities. You will not cause damage to any part of the building or our property or disturb the quiet enjoyment of any licensee or occupant of the building. At end of your reserved time, the meeting space assigned to you, if any, will be in as good condition as when you first occupied it, normal wear and tear excepted and we may apply additional charges in case of any damage to the facilities. We retain the right to enter your reserved meeting space to inspect it, to make repairs and alterations as we reasonably deem necessary and the cost of any repair resulting from an act or omission by you or your employees, guests and invitees will be reimbursed to us by you upon demand. You assume all risks of loss with respect to your personal property and the personal property of your agents, employees, contractors and invitees, within or about the facilities. You agree to waive any and all acts of recovery against us, or our directors, licensors, officers, agents, servants and employees, for loss of, or damage to your property or the property of others that is under your control to the extent of such loss or damages covered or required to be covered by any insurance policy..

You: _____ Dated: _____ Company: _____

You: _____ By: _____

Printed