



MEMBERSHIP SUMMARY

SERVICE AGREEMENT TYPE

Private Office Dedicated Desk Flex Desk Open Membership

MEMBER DETAILS

Company Name		Federal Tax ID No. (EIN)	
Address	City	State	Zip Code
Contact Name/Title		Telephone	Fax
Nature of Business		Email Address	
Emergency Contact		Emergency Phone	

INVOICING DETAILS (if different)

Company Name		Contact Name/Title	
Address	City	State	Zip Code
Email Address		Telephone	Fax

THE MONTHLY LICENSE FEE (excluding tax)

Office or Desk Number	Monthly Price	Max # of Desks (1 Authorized User per Desk)	Total \$/Month	Meeting Room Credits/Month

PAYMENT

A • Move-in Fee	
B • Security Deposit	
C • Total Due at Signing [A+B] (due prior to move in)	

Check if Renewal:

Date of Initial Membership Agreement: / /

AGREEMENT DETAILS

Start Date: / /

Length of Term:
Year(s) Month(s)

End Date: / /

Annual Increases: 4% _____ %

This Membership Summary incorporates the terms and conditions set out in the attached License Agreement (“Agreement”) which you confirm you have read and understood. We both agree to comply with those terms and our obligations as set out in this Summary and the Agreement with respect to the premises located at 2843 NW Lolo Drive Bend, Oregon 97703. Note that the Agreement does not come to an end automatically. See “Bringing Your Agreement to an End,” Section A.5 of the Agreement.

MEMBER

Company Name

Signature

(Print) Name

Title (if applicable)

Date

ACCEPTED BY

FOUR LEG, LLC
an Oregon limited liability company d/b/a Embark

Signature

(Print) Name

Title (if applicable)

Date



LICENSE AGREEMENT

This LICENSE AGREEMENT (this “Agreement”) is entered into by and between Four Leg, LLC, an Oregon limited liability company d/b/a/ Embark, having an address of 2843 NW Lolo Drive Bend, OR 97703 (“Embark,” “we” or “us”), and _____ (“Member” or “You”) as specified on the Membership Summary attached as the first page of this Agreement (“Membership Summary”).

RECITALS

- A. Embark offers workspace and office-related products and services to persons and entities for a fee at the premises located at 2843 NW Lolo Drive Bend, Oregon 97703.
- B. Member seeks workspace and certain office services which Embark offers for a fee.

AGREEMENT

The parties to this Agreement, with the intent to be mutually and legally bound, agree as follows:

A. GENERAL TERMS

1. **Acceptance of Terms.** Embark will provide to Member and its registered Authorized Users (as further defined below) certain services, including but not limited to use of office space and use of certain office equipment (collectively, the “Services” as further detailed in Exhibit A) all of which will be subject to the Community Standards, a copy of which is attached as Exhibit B. Embark retains the right to update, amend and/or change the Community Standards at any time with 10 business days prior written notice to Member.
2. **Nature of Your Agreement.** This Agreement constitutes a License (“License”) to use the premises in accordance with the terms of this Agreement and does not in any way constitute a lease or sub- lease. Your Agreement is the commercial equivalent of an Agreement for accommodation in a hotel. The whole of the premises remains our property and in our possession and control. You acknowledge that your Agreement creates no tenancy interest, leasehold estate or other real property interest in your favor with respect to private offices, desks, and work areas. We are giving you just the right to share the use of the premises so that we can provide the Services to you. The Agreement is personal to you and cannot be transferred to anyone else. We may transfer the benefit of your Agreement and our obligation under it at any time with 10 business day’s prior written notice to you. The License granted by this Agreement is subject to and subordinate to all ground and underlying leases affecting the real property of which the Accommodations (as defined below) form a part.
3. **Term and Renewal.** Your Agreement lasts for the period stated in it (the “Term”) and will then automatically be extended for successive periods equal to the current term specified in the Membership Summary, but no less than one month, until brought to an end by you or by us in accordance with the provisions of this Agreement. All periods shall run to the last day of the month in which they would otherwise expire. The License Fee on any renewal will be the License Fee listed on the front of the Membership Summary at the time of renewal. In all other respects your Agreement will renew on the same terms and conditions. The renewal License Fee cannot be

guaranteed if the terms of this Agreement are not renewed.

4. **Authorized Users.** Subject to the Maximum Number of Desks designated in the Membership Summary, the Member may designate _____ of persons authorized to use the Accommodation (as further defined below) in addition to those persons named on the Membership Summary (“Authorized Users”). Member will use the form attached as Exhibit C, Authorized User Registration, to name initial Authorized Users and to add and remove Authorized Users from time to time, subject to approval by Embark, such approval not to be unreasonably withheld, conditioned or delayed.
5. **Bringing Your Agreement to an End.** Either party can terminate this Agreement, effective at the End Date stated on the Membership Summary, or at the end of any extension or renewal period, by giving at least 30 days’ written notice to the other. If your Agreement, extension or renewal is month to month and one party wishes to terminate it, the notice period is 30 days’ written notice. If you terminate the Agreement with less than 30 days’ written notice, you will forfeit your deposit.

B. SERVICES INCLUDED IN YOUR LICENSE FEE

1. **Furnished Office Accommodation.** We agree to provide the number of serviced and furnished workrooms or desks for which you have agreed to pay Embark stated in your Membership Summary (also referred to in this Agreement as “Accommodation(s)”). Your Membership Summary lists the Accommodations we have initially allocated for your use. Occasionally, we may need to allocate different Accommodations, but these will be of equivalent size and we will attempt to obtain your approval with respect to such different Accommodations in advance.
2. **Office Services.** We agree to provide the Membership Services (“Services”) described in Exhibit A to this Agreement during normal operating hours Monday to Friday (entry is available 24/7 to workroom and dedicated desk Authorized Users). We are happy to discuss special arrangements for use of these Services outside our normal operating hours. All Services are subject to the availability of our team at the time of any service request. We will endeavor to respond to a Service request at the earliest opportunity, but will not be held responsible for any reasonable delay. If in our opinion, we determine that a request for any particular Service is excessive, we reserve the right to charge an additional fee based on the time taken to complete the Service.
3. **Availability.** We cannot guarantee that a particular degree of availability will be attained in connection with your use of the Services. We warrant that the Services shall be provided and performed in a professional and workmanlike manner and shall conform to the description of the Services. **If we fail to provide the Services as warranted, your sole and exclusive remedy shall be the remedy of such failure by us within a reasonable time after written notice. The above warranty is in lieu of all other terms, conditions and warranties, whether express or implied by usage, custom, statute or otherwise, appertaining to the Services and manner in which we perform our obligations and exercise our rights including, but without prejudice to the generality of the foregoing, such as relate to the description, performance, quality, suitability or fitness for any particular purposes, of the Services. We do not warrant that the Services will be uninterrupted or error free.**

C. USING EMBARK OFFICE

1. **On Moving In.** You will be asked to sign an inventory of all Accommodation(s), furniture and equipment you are permitted to use, together with a note of its condition, and details of the keys or entry cards issued to you. You may at any time have as many employees working in your Accommodation(s) as there are allowable workstations. This number is noted on the Membership Summary. If at any time the number of people in your designated Accommodation exceeds the number of workstations, Embark may levy at its sole discretion an additional monthly, hourly or daily fee. This fee will be in addition to the monthly fee and security deposit fee.
2. **Embark Network.** You must comply with any copyright notices, privacy policies, license terms or other notices appearing on screen or as part of any material on the Internet or our network. You must not copy, use or exploit such software or other material in any way, unless we have explicitly given you permission to do so. You must strictly comply with the terms of any permission that we give. We do not make any representations as to the security of our network (or the Internet) or of any information that you place on it. You should adopt whatever security measures (such as encryption) you believe are appropriate to your circumstances. We do not warrant that use of the network will be uninterrupted or error free. Embark provides Members with high-speed internet. No Internet Service Provider (“ISP”) can guarantee a particular speed at any or all times. The “actual” speed that a customer will experience while using the service depends upon a variety of conditions, many of which are beyond the control of the ISP and Embark.

The Services Embark provides are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment (“High Risk Activities”). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where accurate data or information is required. Members expressly assume the risks of any damages resulting from High Risk Activities. Embark will not be liable for any inconvenience, loss, obligation, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to Member or Member-Equipment; inability to obtain access to the service locations; failure of any television signal at the transmitter; failure of a communications satellite; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Services.

Embark PROVIDES THE EQUIPMENT, WIRED NETWORK IN PRIVATE OFFICES, AND THE WI-FI AND ENHANCED WI-FI SERVICES “AS IS,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY. NEITHER EMBARK NOR ITS ASSOCIATED PARTIES OR AGENTS REPRESENT OR WARRANT THAT THE EQUIPMENT OR THE SERVICES WILL (1) PROVIDE UNINTERRUPTED USE, OR



OPERATE WITHOUT DELAY, OR WITHOUT ERROR; OR (2) BE TRANSMITTED IN UNCORRUPTED FORM.

- 3. The Nature of Your Business.** You must only use the Accommodation for office purposes, and only for the business stated in your Membership Summary or subsequently agreed with us. Accommodation use of a “retail” nature, involving frequent visits by 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 Embark or any of its associated companies in any way in connection with your business.
- 4. Your Name and Address.** You may only carry on business in your name or the Company name to which you provide Embark on your Membership Summary. We will include that name in the Member Directory, unless you request not to be included. You may not put up any signs on the doors to your Accommodation or anywhere else, which are visible from outside the Accommodation you are using without prior approval from Embark. At your cost, you may add your Company Name and Logo to the outside of your door using our glass vendor. You may use the Primary Embark address designated on the Membership Summary as your business address. If you use this address as your registered business address, please read the following Section C, #5 regarding mail handling.
- 5. Handling of Mail.** During the Term of this Agreement, Embark grants a limited revocable license to receive mail, packages or other items addressed to Member at the premises and shall place all mail addressed to Member and received at premises in Member’s designated mailbox in the common mail station located in the premises. Member acknowledges and agrees that Member’s designated mailbox is not secured and is open and accessible to any of Embark’s other members and any other persons who visit the premises. Member will be notified of received packages, which will be accessible in the downstairs storage room during business hours. It is the sole responsibility of Member to check its designated mailbox frequently and to receive any mail, packages or any other items addressed to Member at the premises. If Member’s designated mailbox becomes full or Member neglects to receive any mail, packages or other items addressed to Member at the premises then Embark may, in Its sole discretion, (i) store any of Member’s excess mail, packages or other items at Member’s sole cost and expense or (ii) hold Member’s excess mail at the Embark’s front desk. EMBARK SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY LOST, STOLEN OR MISPLACED MAIL, PACKAGES OR OTHER ITEMS ADDRESSED TO MEMBER AT THE PREMISES AND MEMBER EXPRESSLY AND SPECIFICALLY WAIVES, AND AGREES NOT TO MAKE ANY CLAIM AGAINST EMBARK ARISING FROM ANY LOST, STOLEN OR MISPLACED MAIL, PACKAGES OR OTHER ITEMS.
- 6. Taking Care of Our Property.** You must take good care of all parts of the Embark’s premises, its equipment, fittings and furnishings, which are provided As-Is. You must not alter any part of it or them. You are liable for any damage caused by you or those on the premises with your permission or at your invitation, with the exception of normal wear and tear.
- 7. 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. In no event will Embark be liable for any damage or loss of personal property sustained by Member, unless as a result of the gross negligence of Embark.
- 8. Keys and Security.** Any keys, fobs, 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 Embark promptly and you must pay the cost of replacement keys or cards and/or changing locks, if required. If you are permitted to use the premises outside normal working hours, it is your responsibility to lock the doors to your accommodation and to the premises when you leave.

- 9. Comply with the Law.** As a condition of Member's use of the Services, Member will not use the Services for any purpose that is unlawful or that is prohibited by these terms, conditions and notices. Member will not use the Services in any manner that could damage, disable, overburden, or impair any Embark server, or the network(s) connected to any Embark server, or interfere with any other party's use and enjoyment of any Services. Member will not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any Embark server or to any of the Services, through hacking, password mining or any other means. Member may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. Each Embark Member hereby represents and warrants that it has all requisite legal power and authority to enter into and abide by the terms and conditions of this Agreement and Community Standards and no further authorization or approval is necessary. Member further represents and warrants that its 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 it is a party. Member will not illegally consume any alcoholic beverages, use or be under the influence of any illegal or controlled substances on the premises.
- 10. Members' Use of Premises and Community Standards.** You must comply with any Community Standards (attached as Exhibit B, and as may be updated on the Embark website from time to time) which we impose generally on users of the premises whether for reasons of comfort, health and safety, fire precautions or otherwise. Continued use of the Services and/or premises constitutes acknowledgement and acceptance of updates to the Community Standards. Member acknowledges that Embark does not have any liability with respect to its access, participation in, use of the Services, or any loss of information resulting from such participation or use. Member understands other persons and entities will have access to the premises and therefore Member shall not interfere with other persons or entities' use of the premises. Member understands that Member shall not have the permanent use of any space in the premises except under written agreement with Embark.
- 11. Safe Workplace.** To ensure that Embark maintains a workplace safe and free of violence for all employees, members, and guests, Embark prohibits the possession or use of dangerous weapons on its property. All Embark employees, members, and guests are subject to this provision, including contract workers and temporary employees as well as visitors and customers on Company Property. A license to carry a weapon does not supersede or preempt Embark's policy. "Company property" is defined as all company-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways and parking lots under the company's ownership or control. "Dangerous weapons" include firearms, explosives, knives and other weapons that might be considered dangerous or that could cause harm.

D. PROVIDING THE SERVICES

1. **Access to Your Accommodations.** 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 work other than routine inspection, cleaning and maintenance.
2. **At The Start of Your Agreement.** If for any reason we cannot provide the Accommodation(s) stated in your Agreement by the date when your Agreement is due to start we have no liability to you for any loss or damages but you may cancel the Agreement without penalty. We will not charge you the License Fee for Accommodations you cannot use until they become available.
3. **Suspension of Services.** We may by notice suspend the provision of Services (including access to the premises) for reasons of political unrest, strikes, or other events beyond our reasonable control, in which event payment of the License Fee will also be suspended for the same period.
4. **Terminating Your Agreement Immediately.** We may terminate your Agreement immediately by giving you notice if:
 - you become insolvent, go into liquidation or become unable to pay your debts as they fall due;
 - you are in breach of one of your obligations which cannot be put right or which we have given you notice to put right and which you have failed to put right within fourteen days of that notice; or
 - your conduct, or that of someone at Embark with your permission or at your invitation, is incompatible with the Community Standards and/or ordinary office use.

If we put an end to the Agreement for any of these reasons it does not put an end to any then outstanding obligations you may have, and you must:

- pay for additional Services you have used; and
 - pay the License Fee for the remainder of the period for which your Agreement would have lasted had we not ended it and indemnify us against all costs and losses we incur as a result of the termination.
5. **If Embark is Not Available.** In the unlikely event that we are no longer able to provide the Services and Accommodation at the premises in your Agreement then your Agreement will end and you will only have to pay License Fees up to the date it ends and for the additional Services you have used.
 6. **When Your Agreement Ends.** Upon your termination or if you, at your option and with our approval, choose to relocate from a private office to a different location within Embark, a flat fee (\$100.00 per office) will be assessed to cover the routine cost of repainting and redecorating the accommodation to return it to its original condition in addition to general maintenance to the common areas of the premises in which you have had access. We reserve the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear. If you leave any of your own property in Embark we may dispose of it in any way we choose without owing you any responsibility for it or any proceeds of sale.

If you continue to use the premises when your Agreement has ended:

- you are responsible for any loss, claim or liability we incur as a result of your failure to vacate on time; and

- we may, at our discretion, permit you an extension (subject to a surcharge not to exceed 50%) on the License Fee.

E. FEES

In the following clauses any references to “fees” alone means all of the standard service fees, pay-as-you-use fees, membership initiation fees, printing fees, and conference room fees.

- 1. Payment on Execution of License.** Upon execution and delivery of this Agreement and the associated Membership Summary, Member will pay to Embark an amount equal to the first month’s License Fee (subject to applicable pro-ration), plus any applicable security deposit, and/or taxes as set out in the Membership Summary.
- 2. Standard Services.** The monthly License Fee (as specified in the Membership Summary), plus appropriate taxes and all other fees and charges referred to in our Agreement or on the website, in accordance with our published rates which may change from time to time, are invoiced in respect of the Services to be provided during the following month in advance in full on the 1st day of each month. No refund will be given for full months of less than 30 days nor will any additional charge be levied for months of more than 30 days. For a license period of less than one month, the applicable fee will be applied on a pro-rated daily basis. You agree to pay promptly all (i) sales, use, excise and any other taxes, surcharges or license fees which are required by any governmental authority (and, at our request, will provide to us evidence of such payment), and (ii) any taxes paid by us on account of your Accommodation, including, without limitation, any gross receipts, rent and occupancy taxes, surcharge fees or tangible personal property taxes, but excluding any taxes on our income. Where Member has agreed to participate in our online payment program, payment of fixed and variable charges will be made automatically through this mechanism.
- 3. Pay-as-you-go Services.** Fees for Pay-as-you-use services (as set out in Exhibit A), plus taxes, if applicable, are invoiced in arrears on the next month’s invoice, in conjunction with the Standard Services referred to above, and are due and payable on the 1st day of the month following the calendar month in which such invoice is given.
- 4. Move Out Fee.** For Private Office Members only, a fee of \$100 will be due on your move out date in order to refurbish the space for new Member use. The move out fee will be deducted from your Security Deposit, as described below.
- 5. Security Deposit.** You will be required to pay a Security Deposit equivalent to one months’ License Fee upon execution of this Agreement. We will hold this as security for performance of all your obligations under your Agreement, including your obligations under Section C.8, “Taking Care of Our Property.” The Security Deposit, or any balance after deducting outstanding fees, the \$100 move out fee (if applicable), and other costs due to us, will be returned to you within 30 days of the date you have settled your account with us in full. We may require you to pay an increased deposit if outstanding fees exceed the Security Deposit held or you frequently fail to pay us when due. If you move to a larger private office or dedicated desk, we will increase the Security Deposit held and will invoice you for the increase upon signing an amended agreement.
- 6. Late Payment.** If any payments are not received by within three business days of the date due, then Embark may, in its sole discretion, charge Member a Late Fee (“Late Fee”). The Late Fee on overdue

balances up to and including \$1,000.00 is \$25.00 plus 5% annual interest on the balance due. The Late Fee on overdue balances over \$1,000.00 is \$50.00 plus 5% annual interest on balance due. The amount of interest and fees we charge will be the lesser of the amounts stated, or the State's legally enforceable maximum. In the case of U.S. Government Contracts, the amount of interest and fees we charge will be the lesser of the amounts stated or those set by the Secretary of the Treasury and implemented by the Prompt Payment Act.

7. **Insufficient Check Fees.** You will pay a fee of \$25.00 or the maximum amount permitted by law for the return of any payment for insufficient funds.
8. **Disputes.** If Member wishes to dispute any portion of the fees, charges or other amounts applicable to Member, Member agrees to pay the undisputed portion when due and Member must give Embark written notice of the amount and reasons for any disputed portion within five business days or waive Member's right to dispute such fees, charges or other amounts.
9. **Annual Increases.** For Agreements that have an original start and end date constituting more than a 12-month term, except as otherwise set forth in this Agreement, we reserve the right to increase your License Fee on each and every annual anniversary of the start date of your Agreement by 4%. Renewals do not fall under this category and will be reviewed as per Section A.3 above.

E. MISCELLANEOUS

1. **Notices.** All formal notices must be in writing. Member is responsible to keep updated address of record with Embark.
2. **Information disclosure.** Embark reserves the right at all times to disclose any information about Member, its participation in and use of the Services as Embark deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Embark's sole discretion.
3. **Confidentiality.** Each party acknowledges and agrees that in connection with this Agreement it may be exposed to Confidential Information of the other party. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by a party or any person or entity using the Services or any employee affiliate, or agent thereof, that is non-public, confidential or proprietary in nature. Confidential information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of a party, any analyses, compilations, studies or other documents prepared by a party or otherwise derived in any manner from the Confidential Information that the receiving party is obliged to keep confidential or knows or has reason to know should be treated as confidential. However, Confidential information shall not include (a) any information that is already public or becomes public through no fault of the receiving party; (b) information that, as of the time of receipt by the receiving party, is already known to or in the possession of the receiving party; (c) information that at any time is received in good faith by the receiving party from a third party who was lawfully in possession of the information and who had the right to disclose it; (d) information that is disclosed to third parties by the disclosing party on a non-confidential basis; and (e) information that is

independently developed by or on behalf of the receiving party without benefit of the transferred information.

Each party agrees to:

- a. maintain all Confidential Information in strict confidence;
- b. not disclose Confidential Information to any third parties; and
- c. not use the Confidential Information in any way directly or indirectly detrimental to the disclosing party or any person or entity using the Services.

All Confidential Information remains the sole and exclusive property of the respective disclosing party. Member acknowledges and agrees that nothing in this Agreement or its participation or use of the Services will be construed as granting any rights to it, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property proprietary rights of Embark or any person or entity using the Services.

4. **Severability.** In the event that any provision or portion of this Agreement or the Community Standards is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement or the Community Standards shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.
5. **Disclaimer of Warranties.** EXCEPT AS SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Embark OFFICE PROVIDES THE SERVICES AND EQUIPMENT “AS IS” AND WITH ALL FAULTS, AND HEREBY DISCLAIMS WITH RESPECT TO THE SERVICES AND EQUIPMENT ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES, DUTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT AND LACK OF NEGLIGENCE. ALSO, THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, OR CORRESPONDENCE TO DESCRIPTION. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF PARTICIPATION IN OR THE USE OF THE SERVICES AND EQUIPMENT, REMAINS WITH MEMBER.
6. **Waiver of Claims.** To the extent permitted by law, you, on your own behalf and on behalf of your Authorized Users, employees, agents, guests and invitees, waive any and all claims and rights against us and our affiliates, parents, shareholders, members, profits unit holders, successors and assigns, and each of our employees, assignees, officers, agents and directors, jointly and individually (collectively, the “Licensor Parties”) resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet.
7. **Limitation of Liability.** The aggregate monetary liability, if any, of the Licensor Parties to you or your Authorized Users, employees, agents, guests or invitees for any reason and for all causes of action, will not exceed the total License Fees paid by you to us under this Agreement in the twelve (12) months prior to the claim arising. None of the Licensor Parties will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption, loss of confidential or other information, personal injury, or loss of privacy, even in the event of the fault, tort (including negligence), strict liability, breach

of contract or breach of warranty of Embark office, and even if Embark office has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. You acknowledge and agree that you may not commence any action or proceeding against any of the Licensor Parties, whether in contract, tort, or otherwise, unless the action, suit, or proceeding is commenced within one (1) year of the cause of action's accrual. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

8. **Indemnification.** Member releases, and hereby agrees to indemnify the Licensor Parties from and against any and all claims, liabilities, and expenses including reasonable attorneys' fees, resulting from any breach of this Agreement by you or your Authorized Users or your or their guests, invitees, pets or any of your or their actions, errors and omissions, willful misconduct or fraud in connection with the participation in or use of the Services. You are responsible for the actions of and all damages caused by all persons and pets that you, your Authorized Users or your or their guests invited to enter any of the Premises. You shall not make any settlement that requires a materially adverse act or admission by us or imposes any obligation upon any of the Licensor Parties without our written consent. None of the Licensor Parties shall be liable for any settlement made without its or their prior written consent.
9. **Insurance.** You are responsible for maintaining, at your own expense and at all times during the Term, personal property insurance and commercial general liability insurance covering you and your Authorized Users for property loss and damage, injury to your Authorized Users and your Authorized Users' guests and prevention of or denial of use of or access to, all or part of the premises, in form and amount appropriate to your business. You will ensure that the Licensor Parties shall each be named as additional insureds on the commercial general liability insurance policy and that under the property insurance policy you waive any rights of subrogation you may have against Licensor Parties or the landlord of the applicable premises. You shall provide proof of insurance upon our request.
10. **Notices.** Any notices under this Agreement shall be delivered in person, by US mail, email, or facsimile or other such service to the party at the address listed on the Membership Summary. Any such notice shall be considered delivered upon delivery in person, by US mail, email, or facsimile or other such service.
11. **Arbitration.** Any action to enforce or interpret this Agreement, or to resolve disputes with respect to this Agreement, will be settled by arbitration in accordance with the rules of the Arbitration Service of Portland, Inc. in Bend, Oregon. Either party may commence arbitration by sending a written demand for arbitration to the other party. Such demand will set forth the nature of the matter to be resolved by arbitration. The parties will share equally all costs of arbitration. The prevailing or non-defaulting party will be entitled to reimbursement of attorneys' fees, costs and expenses incurred in connection with the arbitration. All decisions of the arbitrator will be final, binding and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. The arbitrator (if permitted under applicable

law) or such court may issue a writ of execution to enforce the arbitrator's decision.

12. Additional Terms.

- a. This Agreement shall inure to the benefit of and bind the parties hereto and their successors, heirs, and assigns.
- b. This Agreement shall constitute the entire Agreement between the parties.
- c. This Agreement shall be governed by the laws of the State of Oregon.
- d. This Agreement may be amended or supplemented only by a written instrument signed by both parties hereto.
- e. This Agreement may be executed in any number of identical counterparts each of which shall be considered an original but together shall constitute but one and the same Agreement.
- f. The captions or paragraph headings are for the convenience and ease of reference only and shall not be construed to limit or alter the terms of this Agreement.
- g. This Agreement may not be assigned to another party by Member, without the written consent of Embark, which consent may be withheld, delayed or conditioned in its sole discretion.
- h. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

SIGNATURE PAGE FOLLOWS



I hereby acknowledge that I have read and understood all of the terms and conditions contained in this Agreement and further agree to be bound to this Agreement regarding my participation in and use of the Services.

MEMBER

Company Name

Signature

(Print) Name

Title (if applicable)

Date

ACCEPTED BY

FOUR LEG, LLC
an Oregon limited liability company d/b/a Embark

Signature

(Print) Name

Title (if applicable)

Date

EXHIBIT A

MEMBERSHIP SERVICES SUMMARY

STANDARD SERVICES

The following basic services provided by Embark are included with Membership.

1. The Community Manager is available to assist Members during published operating hours and can assist you in making arrangements to receive pay-as-you-go services as detailed below
2. Desk and chair for each workstation
3. Coffee service (limited hours)
4. Wireless Internet
5. Photo copy, printing, and scanning allowance - Members receive up to \$10/mo. of free printing. Black and White Printing is \$.10 per print/copy, and Color Printing is \$.20 per print/copy (subject to additional charge as may be updated from time to time)
6. Conference room access (subject to Conference Room Policy, Exhibit D)
7. Business mailing service

PAY-AS-YOU-GO SERVICES

The following are additional services that may be offered by Embark, subject to availability.

1. Conference room rental discount (subject to Conference Room Policy, Exhibit D)
2. Photo copy, printing, and scanning services in excess of the Standard Services allowance
3. Private Office signage (one-time fee of \$75)
4. Discounted rate for event space rental



EXHIBIT B

COMMUNITY STANDARDS

Embark is a community space and our ability to thrive relies on our collective code of conduct. In order to both embrace everyone's needs and prize their individuality, we need to maintain an alignment around etiquette and best practices when coworking.

To that end, the following apply to Embark Members and their visitors when on the premises or using the services:

LEAVE NO TRACE

Better yet, leave a space better than you found it! A happy and healthy community functions well when everyone practices giving more to the quality of the space than they take from it. We are all responsible for keeping the kitchen and common work and breakout areas clean and tidy. If you use the last of something (coffee, printer paper, etc.) make an effort to ensure the resource is available for the next person. Generally, if you see something that needs to be done, help out by pitching in.

KEEP VOLUME LOW

While a low level of background noise is acceptable in a coworking space, each Member is expected to be mindful of their volume. Please use a phone booth, step into a breakout area or close your office door when making a phone call. During group or team work, keep voices at a respectful level. Use headphones when listening to personal music or watching a video. This is a shared working environment where everyone contributes to the atmosphere.

PERSONAL CONDUCT

Our community is a safe space – free from harassment, abuse, defamation, or any violation of legal rights of others. Each Member is expected to conduct themselves with integrity. The Embark services shall not be used to publish, post, upload, distribute, or disseminate any inappropriate, defamatory, obscene, or unlawful material. You may not use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent trade secret, or other proprietary right of any party. Check in before engaging others; courageously and actively explore interactions that are mutually desired and agreeable.

One of the membership amenities at Embark is complimentary beverages. Please limit yourself to one beer and one kombucha a day. Consume the complimentary beer onsite (it is a liability if alcohol is taken offsite). Please hold yourself accountable to our code of conduct, and politely and respectfully address issues with other Members if they arise.

MEETING ROOM PROTOCOLS

Meeting rooms are a valued asset of your Embark membership. Vacate rooms on time so they are available for the next scheduled meeting. Be sure to cancel your meeting room booking if something unexpected arises or if you leave a meeting early – this frees the space for others. Be conscientious to leave rooms with chairs pushed in, white boards wiped down, A/V equipment shutdown, and lights turned off.

GOOD NEIGHBOR POLICY

As a general rule, be considerate of others in the community. Be aware and respectful of other people's space and privacy, both on the physical and emotional level. Ensure you're allowing enough room for others in communal spaces, and be courteous of how you use shared resources. If someone is wearing headphones or immersed in their work, avoid unnecessary interaction. Take the initiative to help out if someone needs assistance in finding something.

CONNECT & COLLABORATE

One of the best amenities within a coworking space is that it facilitates networking and the opportunity to collaborate. The mutual sharing of skills can crop up from a simple hello to your neighbor! Explore the Member directory and reach out to others in the community to connect. Synergy happens when we share generously of our time and energy – the more we share, the more we have.

DOG POLICY

Please print, review and sign the attached Embark Dog Policy waiver and return to the Community Manager before you bring your dog to Embark.





EXHIBIT C

AUTHORIZED USER REGISTRATION

(to be signed by additional Employee, Independent Contractor, or Agent)

USER DETAILS

Company Name

Name of Authorized User

Authorized User Telephone

Authorized User Email Address

Emergency Contact

Emergency Phone

I, _____, acknowledge receipt of a copy of and hereby agree to the Embark Community Standards (“Standards”), and as it may be updated from time to time. I understand that a violation of the Standards could result in immediate termination of use of Embark Services, at the sole discretion of Embark.

I acknowledge that my use of certain Embark Services may result in additional charges and fees to my account, or the Company/Member account under which I am registered.

At termination as the Authorized User of a Member or at the request of Embark, I will return all property of Embark.

SIGNATURES

Authorized User Signature

Company/Member Signature

Print Name

Print Name/Title

Date

Date

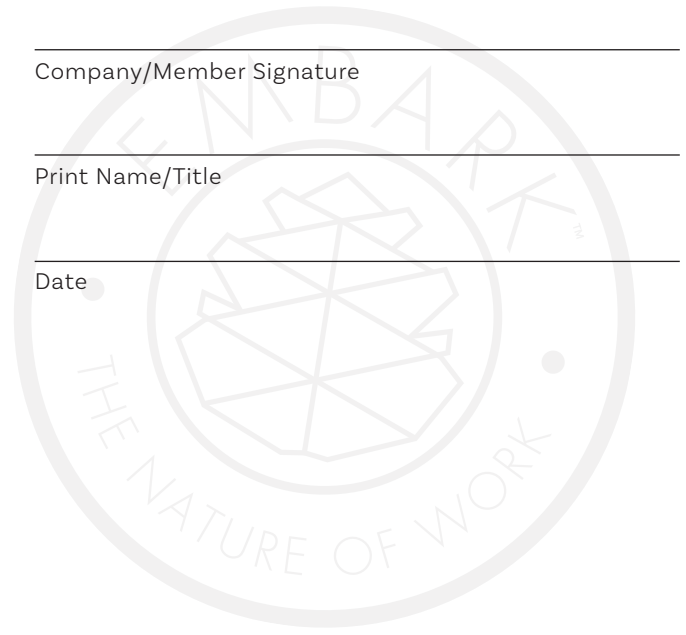


EXHIBIT D

CONFERENCE ROOM POLICY

REGULAR MEMBER USAGE

Each Member gets 10 free hours of conference room bookings per month (unused hours do not rollover) and 50% off the public rental rates below for any additional bookings needed.

EMBARK CONFERENCE ROOMS (5)

All conference rooms have A/V conferencing capability, whiteboards, guest Wi-Fi, and complimentary beverages. Rooms are available for public rental at the rates below, M-F, 8am-5pm.

Owyhee

- Rectangular conference table (capacity: 10-12)
- Rate: \$30/hr or \$200/day

Sparks Lake

- Rectangular conference table (capacity: 10-12)
- Rate: \$30/hr or \$200/day

Wallowa

- Workspace room (capacity: 10-12)
- Rate: \$20/hr or \$150/day

Tokatee

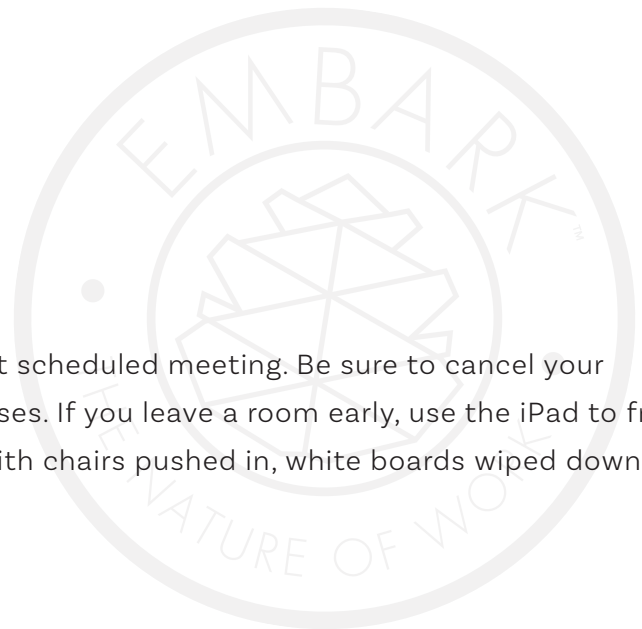
- Round table seating (capacity: 4-6)
- Rate: \$15/hr or \$100/day

Haystack

- Couch and seating workspace (capacity: 4-6)
- Rate: \$15/hr or \$100/day

MEETING ROOM PROTOCOL

Vacate rooms on time so they are available for the next scheduled meeting. Be sure to cancel your meeting room reservation if something unexpected arises. If you leave a room early, use the iPad to free the space for others. Be conscientious to exit rooms with chairs pushed in, white boards wiped down, A/V equipment shut down, and lights turned off.



EMBARK DOG POLICY

Studies have found that dogs in the workplace provide social support, reduce stress, create opportunities for collaborations, and make work more satisfying. One of the perks at Embark is that your pup is welcome to come to work. We're a bunch of dog-loving, outdoor folks – we get it!

Below are some guidelines to keep our pups safe and our environment productive. It is mandatory for all Members of Embark who plan to bring their dog(s) to work at any time to sign and return this waiver to the Community Manager and provide proof of Rabies vaccination prior to your dog's first day. Dogs are the only type of pet allowed in the space.

By bringing my dog to Embark, I agree to the following:

- I will bring no more than two dogs to my office at a time.
- I will keep my dog(s) up-to-date with the following vaccinations: Rabies, Bordetella, and DHP. I will provide proof of my dog(s) current Rabies vaccine for Embark to keep on file. (Send an email to laura@embarkbend.com with scanned proof of the Rabies vaccine.) I will keep my sick dog at home.
- I will keep myself informed of all risks before deciding to bring my puppy to work. (Puppies are most at risk to contract viruses, especially before they have completed their rounds of vaccinations.)
- I will be responsible for cleaning up after my dog(s) outside of the building when they go to the bathroom, as well as inside should an accident occur. I will use the cleanup bucket under the kitchen sink to take care of any accidents.
- I will prevent my dog(s) from urinating near any entrances of the building.
- I will not bring edible dog chews, animal bones or other items that would attract rodents. I will also not feed my dog(s) at the office. Antlers, nylon chewing bones, and non-squeaky toys are acceptable. Small treats to reinforce good behavior are allowed.
- I will keep my dog(s) leashed on a single fixed length leash no longer than 6 feet at all times inside the Embark building. I will keep my dog(s) from rushing or barking at visitors.
- I will use the communal dog water stations provided near the entrance, and the upstairs and downstairs restrooms. (This keeps water contained and prevents spills in our workspace. Please do not use a water bowl at your desk. If you are uncomfortable with your dog sharing water from the communal bowls, or if your dog is particular about using their own dish, you are welcome to bring your own bowl and offer your dog water in the communal areas.)
- I will keep my dog(s) off the furniture – including chairs, tables, benches, etc.
- I am financially responsible for any damage or injury caused by my dog(s).
- If a dog in the office is distracting me from doing my job effectively and efficiently, it is my

responsibility to directly notify the dog's human with my grievance. I will be sensitive to the needs and environment of my co-workers.

- I acknowledge that some dogs are anxious when left at desks unattended. My dog(s) will accompany me to meetings, or I will move my dog(s) to a desk where they would be comfortable if left for an extended period of time. I understand constant whining and barking is not acceptable office behavior.
- I acknowledge my dog is comfortable around other people and other dogs. If my dog doesn't get along with another dog, I will work out a schedule that is fair for everyone.
- I acknowledge that all dog bites, regardless of circumstances, must be reported to the Community Manager (this is a legal liability). Aggressive behavior – including biting, lunging viciously at, being territorial or fighting – is unacceptable and may result in my dog not being allowed to return. If I experience behavior of this nature, I will bring it to the Community Manager's attention.
- I acknowledge my guests aren't allowed to bring their dogs with them when visiting Embark offices. (New dogs can be disruptive to the space.)

MEMBER

Company Name

Signature

(Print) Name

Title (if applicable)

Date

