

Company: Website:  
 Name: Title:  
 Address:  
 City: State: Zip:  
 Cell Phone: Email:

**PARTNER** Occupy a private office with priority access to the HUB Service menu.

Type of service:

Monthly Cost:  
 Service Escrow:  
 Total Due:

**MEMBER** Occupy the shared co-working space, with as available access to the HUB Service menu.

Type of service:

Monthly Cost:  
 Total Due:

Payment Method:

MasterCard      Visa      American Express      Discover      Other

Name on Card:

Card Number:      Expiration:      Code:

Is it ok to publish your name, title, company, Website and Focus on The HUB Website?      Yes      No

I have read the Associate Handbook in its entirety and understand it completely.      Yes      No

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

SIGNATURE: \_\_\_\_\_ DATE:

PRINT:

Accepted by: SIGNATURE: \_\_\_\_\_ DATE:  
 The Workplace HUB

This **ASSOCIATE AGREEMENT** is entered into by and between Sycamore Realty Associates, LP, doing business as The Workplace HUB, (The HUB) and Associate.

### 1. Description of Services.

The HUB provides Associate with access to office space, work stations, internet access, office equipment, conference space, warehouse storage, knowledge resources, and other services as defined in the HUB Services Menu (collectively "Services") all located at 2225 Sycamore Street Harrisburg, PA 17111, (the "Premises").

### 2. Terms of Use

All services are subject to the Terms of Use as defined in the Associate Handbook. The HUB retains the right to update, amend and/or change the Terms of Use (TOU) at any time without prior notice to Associate.

### 3. No Unlawful or Prohibited Use.

As a condition of Associate's use of the Services, Associate will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. Associate may not use the Services in any manner that could damage, disable, overburden, or impair any The HUB server, or the network(s) connected to any The HUB server, or interfere with any other party's use and enjoyment of any Services. Associate may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any The HUB server or to any of the Services, through hacking, password mining or any other means. Associate may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. Associate hereby represent and warrant that it has all requisite legal power and authority to enter into and abide by the terms and conditions of this Agreement and TOU and no further authorization or approval is necessary. Associate 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.

### 4. Information disclosure

The HUB reserves the right at all times to disclose any information about Associate, its participation in and use of the Services as The HUB 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 The HUB's sole discretion.

### 5. Confidentiality

a. Associate acknowledges and agrees that during its participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by The HUB or any participant that uses HUB 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 The HUB, any analyses, compilations, studies or other documents prepared by The HUB or otherwise derived in any manner from the Confidential Information that you are obliged to keep confidential or know or has reason to know should be treated as confidential.

b. Associate's participation in and/or use of the Services obligates it to maintain all Confidential Information in strict confidence; 2. not to disclose Confidential Information to any third parties; 3. not to use the Confidential Information in any way directly or indirectly detrimental to The HUB or any participant or user of the Services. 4. All confidential information remains the sole and exclusive property of The HUB or the respective disclosing party. Associate acknowledges and agrees that nothing in this TOU 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 The HUB or any participant or user of the Services.

### 6. Participation in or Use of Services:

Associate acknowledges that it is participating in or using the Services at its own free will and decision. Associate acknowledge that The HUB 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.

### 7. Disclaimer of Warranties.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE HUB PROVIDES THE SERVICES "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM WITH RESPECT TO THE SERVICES 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, 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, AND CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF PARTICIPATION IN OR THE USE OF THE SERVICES, REMAINS WITH ASSOCIATE.

### 8. Exclusion of Incidental, Consequential and Certain Other Damages.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE HUB OR ITS SUBSIDIARIES (WHETHER OR NOT WHOLLY-OWNED), AFFILIATES, DIVISIONS, AND THEIR PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SHAREHOLDERS, ASSOCIATES, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS, JOINTLY AND INDIVIDUALLY BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE PARTICIPATION IN OR INABILITY TO PARTICIPATE IN OR USE OF THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF THE HUB, AND EVEN IF THE HUB 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 ASSOCIATE.

### 9. Limitation of Liability and Remedies.

NOTWITHSTANDING ANY DAMAGES THAT ASSOCIATE MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF THE HUB OR ITS SUBSIDIARIES (WHETHER OR NOT WHOLLY-OWNED), AFFILIATES, DIVISIONS, AND THEIR PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SHAREHOLDERS, ASSOCIATES, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS UNDER ANY PROVISION OF THIS TOU AND ASSOCIATE'S EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY ASSOCIATE BASED ON REASONABLE RELIANCE UP TO TEN DOLLARS (USD \$10.00). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 8 AND 9 ABOVE) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

### 10. Termination.

The HUB reserves the right to terminate any Service at any time. The HUB further reserves the right to terminate Associate's participation in and use of any Services, immediately and without notice, if Associate fails to comply with the TOU.

### 11. Non-Disparagement

Associate shall, during and after the participation in and use of the Services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding The HUB, or any of The HUB's officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

### 12. Indemnification.

Associate releases, and hereby agrees to indemnify, defend and save harmless Sycamore Realty Partners, LP, dba The Workplace HUB and The HUB subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, associates, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of associate's negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. Associate further agrees in the event that it brings a claim or lawsuit in violation of this agreement, associate shall be liable for any attorney's fees and costs incurred by either Sycamore Realty Property, LP, The Workplace HUB or its respective officers and agents in connection with the defense of such claim or lawsuit.

### 13. Severability.

In the event that any provision or portion of this Agreement or TOU is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement or TOU shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.