

## **MEMBERSHIP AGREEMENT**

This Membership Agreement ("Agreement") between mHUB, an Illinois not-for-profit corporation ("mHUB"), and the party accepting the terms and conditions of this Agreement ("Licensee") sets forth the terms and conditions upon which mHUB grants to one representative of Licensee, designated by the Licensee through written notice to mHUB, a non-transferrable, non-exclusive license to use the shared co-working space (the "Shared Co-Working Space") in the building located at 965 West Chicago, Chicago, IL 60642 (the "Center"), as well as to use certain amenities provided by mHUB in connection with Licensee's membership. Licensee shall select a membership package in the account summary attached to this agreement as Exhibit B (the "Account Summary"), which specifies the hours during which Licensee may use the Shared Co-Working Space and sets forth the amenities that are included in Licensee's membership (the "Member Amenities") and the additional amenities that Licensee may purchase with mHUB credits (the "Paid Amenities") (together, the "Amenities").

- A. Permitted Use. Licensee's representative shall sign the Liability Waiver in the form attached hereto as Exhibit A prior to using the Shared Co-Working Space and the Amenities. Licensee may use the Shared Co-Working Space and the Amenities only for general office use and light manufacturing and machining activities by Licensee's representative (the "Purpose"). Use of the Shared Co-Working Space and the Amenities for any reason other than the Purpose requires the prior written consent of mHUB, which will be granted in the sole discretion of mHUB. Licensee shall not use the Shared Co-Working Space and the Amenities in any manner that would, in mHUB's sole opinion, damage or impair mHUB's property or reputation, including without limitation committing waste, committing nuisance or making use of the Shared Co-Working Space or the Amenities in a way that is offensive in mHUB's sole opinion. In using the Shared Co-Working Space and the Amenities, Licensee shall comply with all laws, ordinances, orders and regulations affecting Licensee's business, and Licensee agrees that it shall not conduct any trade or occupation that is unlawful, improper or offensive, or contrary to any law or any municipal by-law or ordinance in force in the City of Chicago. Licensee shall be responsible for any harm or damage it or its representatives cause to mHUB's property.
  
- B. The Center and the Shared Co-Working Space.
  1. Restricted Activities. Licensee agrees that neither it nor its representatives shall encroach upon or obstruct any neighboring licensee's use of the Shared Co-Working Space, any common areas of the Center, passageways or use any other areas for any other purpose, unless otherwise provided for herein, without the prior written consent of mHUB. Use of any equipment in the Center other than computers, projectors, and phones is prohibited unless the person using such equipment has explicit written permission from mHUB to use such equipment and has been properly trained to use such equipment. Neither Licensee nor its representatives shall make any alterations or additions to, nor permit the making of holes in, the Center's walls, partitions, ceilings or floors, nor permit the painting or placing of exterior signs, placards, promotions or other advertising media, banners, pennants, awnings, aerials, antennas, or the like in or about the Center under any circumstances without the prior written consent of mHUB.
  
  2. Guests. Licensee may have additional people occupy the Center provided that each such person is accompanied at all times by Licensee's representative, adheres to all guidelines and restrictions under this Agreement, and has signed a Liability Waiver in the form attached hereto as Exhibit A (each such person, a "Guest"). mHUB, in its sole discretion, may refuse admittance to any Guest or remove any Guest from the Center. Licensee may only have three Guests at a time in the Center without the prior written consent of mHUB. Guests are not

permitted in any prototyping shop and are not permitted to use any equipment or software provided by mHUB.

3. Storage of Personal Property. To the extent available, Licensee may use the paid storage facilities described in the Account Summary ("Paid Storage Facilities") to store personal property. Licensee has no expectation of privacy in the contents of the Paid Storage Facilities and mHUB has the right to access the Paid Storage Facilities at any time and dispose of its contents in the event Licensee fails to pay for its use, mHUB believes the contents have been abandoned, in its sole, but reasonable discretion, or in the event that offensive odors or sounds emanate from the Paid Storage Facilities. In no event shall mHUB be responsible for any personal property stored in the Paid Storage Facilities. Apart from its use of the Paid Storage Facilities, neither Licensee nor its representatives may store any personal property at any time in the Shared Co-Working Space, and any such property shall be considered abandoned by Licensee and its representatives and may be disposed of by mHUB in any manner it deems fit.
  4. Relocation and Reconfiguration. The Shared Co-Working Space may be relocated or reconfigured within the Center at any time by mHUB, with no liability to mHUB as a result.
  5. Condition of Premises. Licensee accepts the Center "as is" with no representation or warranty by mHUB regarding the condition of the Center or its suitability for the Purpose, Licensee's business, or any activities engaged in by Licensee, Licensee's representative or Licensee's Guests in the Center. mHUB has no obligation to repair any part of the Center. Licensee acknowledges that mHUB is not responsible for financial or other losses as a consequence of the use of the Center by Licensee, Licensee's representative or Licensee's Guests, regardless of the reason or cause.
  6. Disclaimer. Nothing contained in this License shall be considered as in any way constituting a partnership between mHUB and Licensee. Licensee agrees that it does not and shall not claim at any time any leasehold interest, nor a license coupled with an interest, nor any other interest or estate of any kind or extent whatsoever in any part of mHUB, the Center, or the Shared Co-Working Space. mHUB and Licensee agree that this Agreement is not a lease and that Licensee shall have none of the rights afforded a tenant under state law or local ordinance.
- C. Amenities. Licensee's representative shall be entitled to use the Amenities specified in the Account Summary, all subject to availability of such amenities. Use of Paid Amenities in excess of Licensee's available mHUB credits is subject to overage fees. For the avoidance of doubt, references to "Amenities" in these terms apply solely to access to and use of the equipment and services that are directly provided by mHUB, and do not include, and mHUB is not involved in or liable for, the provision of amenities by third parties which Licensee may elect to purchase in connection with its membership. All such third party amenities are provided solely by the applicable third party pursuant to an agreement between Licensee and the third party. Licensee agrees that mHUB's making available access to or discounts for certain third party amenities does not constitute provision of such third party amenities by it, and Licensee shall look solely to the applicable third party for provision of the applicable third party services and for compensation for any claims, damages, liabilities or losses it may incur in connection therewith. The availability and scope of the Amenities, as well as the availability and scope of benefits that mHUB offers in relation to third party amenities, is subject to change from time to time in mHUB's discretion.
- D. Utilities and Internet. mHUB shall provide electricity, gas and water (the "Utilities"), as well as wireless Internet service (the "Wireless Internet") in accordance with the average level of use by

other licensees, as determined by mHUB ("Normal Use"). If mHUB believes Licensee's use of the Utilities or Wireless Internet is beyond Normal Use, mHUB will provide Licensee with written notice and Licensee will immediately cease using the Utilities or Wireless Internet in excess of Normal Use. In no event shall Licensee use Wireless Internet for any unlawful or illegal purpose, any instance that could be defined as "spamming" or for viewing pornography. Licensee agrees not to send unsolicited commercial email (spam) using the Center's network, and to cooperate fully when requested by mHUB to remove viruses, worms, Trojans, bots and other malware from its computer systems. To minimize interference with the common wireless data and voice network(s) mHUB provides for the use of all permitted licensees and guests of the Center, Licensee shall not set up an independent wireless network at the Center without prior written consent from mHUB.

E. Expectations. While this Agreement is in effect, Licensee shall operate its business in a first class and reputable manner, as determined in mHUB's sole discretion. Licensee shall adhere, and shall ensure Licensee's representative and Guests adhere, to all expectations and guest policies related to use of the Shared Co-Working Space and the Amenities that are communicated in writing by mHUB to Licensees, from time to time, as periodically amended (collectively, the "Expectations"). In the event Licensee has not received the current Expectations prior to execution of this License, mHUB shall provide a copy of the same upon request by Licensee.

F. Term.

1. General. The term of this Agreement shall begin on the date this Agreement is executed by mHUB and Licensee ("Effective Date") and end on the last day of the month following the Effective Date ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement.

2. Renewal, Changes and Termination. The Agreement shall automatically renew for additional successive one month terms (each an "Extension Term" and, together with the Initial Term, the "Term") until (i) Licensee provides mHUB notice by submitting the cancellation/downgrade form through the member portal for termination or service changes of this Agreement at least fifteen (15) business days prior to the end of the then current Term for individual subscriptions, forty-five (45) days prior to the end of the then current term for office subscriptions (or as noted in the office membership table, whichever is more) or (ii) mHUB provides Licensee written notice of termination of this Agreement for any reason. In addition, mHUB may terminate this Agreement pursuant to the terms set forth in Section N. All terminated subscriptions must complete an exit survey upon notice.

3. Reinstatement fee – Members with unpaid membership fees will lose access to the mHUB member portal after a non-payment and have their membership automatically deactivated after three days. This means that keycard access will be turned off and a reinstatement fee of \$250 will be required to reactivate any membership. This includes reactivation after a cancelled membership.

G. Payment. Licensee shall provide payment information on the Effective Date, and Licensee acknowledges and agrees that the payment instrument it provides will be automatically charged all fees in connection with its use of the Shared Co-Working Space and the Amenities specified in the Account Summary (the "Use Fee") during the Initial Term. In the event the Initial Term commences on any day other than the first day of a calendar month or is less than one month because of termination under this Agreement, the portion of the Use Fee accounting for such partial month shall be prorated based upon the actual number of days of the Term during such month. At the end of the Initial Term, the payment instrument provided by Licensee shall be automatically charged any other amounts apart from the Use Fee that it had incurred or are liable for, including the

damages caused to the Center. Recurring fees shall be charged on each applicable anniversary (e.g., monthly, quarterly, etc.) of the first date of the applicable period. Licensee's use of the Shared Co- Working Space and the Amenities may be immediately suspended if mHUB is unable to charge such payment instrument for any reason. A \$25 fee will be applied to a members account for a failed payment. The fees applicable to Licensee's account may be subject to modification from time to time pursuant to notice provided by mHUB at least fifteen (15) days in advance of the payment date for which the modification would be effective. Licensee's continued use of the Shared Co-Working Space and the Amenities following such notice and through the payment date constitutes its agreement to such modified fees. Licensee may at any time cancel its account as set forth in Section F if it does not agree to any modified fees.

- H. Notice. Any notice required by any provision hereof shall be given in writing and either personally delivered or delivered by mail or electronic mail to mHUB or Licensee, as the case may be, at the respective notice address listed herein. Every such notice shall be deemed to have been received when (a) delivered personally, (b) if delivered by mail, on the fourth business day following the day of deposit in the United States mail, by certified or registered mail, first-class postage prepaid, or (c) if delivered by electronic mail, when sent. Either party may designate another address for notice by providing notice to the other of its change of address pursuant to this provision.

mHUB's Notice Address.

Address: mHUB  
965 West Chicago  
Chicago, IL 60642  
Email: team@mHUBchicago.com

Licensee's Notice Address.

To the address provided to mHUB during acceptance of this Agreement.

- I. Non-exclusivity. Licensee acknowledges that no exclusive rights or use have been granted or given to it by mHUB or mHUB's agents or employees. This Agreement does not grant any exclusivity rights to Licensee. mHUB shall have the right to license any space at mHUB to anyone, at any time, in its sole discretion.
- J. Data Collection and Use. Licensee agrees that it shall provide, and that mHUB may process, disclose or transfer, certain data requested by mHUB, including but not limited to operating statistics such as revenue, patents applied for and received, number of new hires, number of products sold, number of new products developed and dollars raised, as well as personal information such as the names, e-mail addresses and job titles of the Licensee's personnel.
- K. Liens. Licensee agrees not to cause or allow any mechanic's lien to be filed against the Center by reason of any work, labor or services performed by or furnished to Licensee, or to anyone claiming rights through or under Licensee. Nothing in this Agreement shall be construed as a consent on the part of mHUB or subject mHUB's interest in the Center to any lien.
- L. Limitations of Liability.
1. Limitation of Liability. mHUB shall not be responsible or liable for, and Licensee hereby expressly waives, any and all claims against mHUB and mHUB Indemnitees for injury to

persons or damage to Licensee's property, regardless of the cause and in the event of casualty or condemnation. Licensee's property located anywhere in the Center shall be there at Licensee's sole risk. mHUB and mHUB Indemnitees shall not be liable for, and Licensee waives, all claims for loss or damage to Licensee's business or damage to persons or property sustained by Licensee or by any person claiming by, through, or under Licensee resulting from any accident or occurrence anywhere in, on or about the Center, including, without limitation, claims for loss, theft, bodily injury or damage resulting from: (i) equipment or appurtenances becoming out of repair; (ii) use of equipment; (iii) injury done or occasioned by wind or weather; (iv) any defect in or failure to operate, for whatever reason, any sprinkler, heating or air-conditioning equipment, electric wiring or the installation thereof, gas, water or steam pipes, stairs, porches, railings or walks; (v) broken glass; (vi) the backing up of any sewer pipe or downspout; (vii) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or other pipe; (viii) the escape of steam or water; (ix) water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, doorways, windows, walks or any other place upon or near the Center; (x) the falling of any fixture, plaster, tile, stucco or other material; (xi) any act, omission or negligence of other licensees or any other persons or occupants of the Center or of adjoining or contiguous buildings, or owners of adjacent or contiguous property or the public, or the construction of any private, public or quasi-public work; or (xii) any other cause of any nature. mHUB shall not be liable to Licensee for damages or otherwise for any delay or cessation in the commencement or continuance of Licensee's business operations. mHUB's only obligation under this Agreement is to perform the obligations prescribed to it pursuant to this Agreement. **mHUB will not be liable to Licensee for any indirect, special, incidental, exemplary, punitive or consequential damages and any loss of profits, revenue or data, even if advised of the possibility of such damages and regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise.** To the extent permitted by law, mHUB's total liability for any loss whether in contract, tort (including negligence), breach of statutory duty or otherwise, including for any breach of implied warranties or conditions, is limited to the amount paid by Licensee to use the services to which the loss relates.

2. Disclaimer of warranties and implied terms. mHUB is not, and shall not be, responsible for any disclosures that Licensee makes of any of Licensee's confidential information (including with respect to product ideas, proprietary information, or other intellectual property) to any person while in, or connection with, the Shared Co-Working Space, including to mHUB, any of mHUB's representatives, or to any mentor engaged by Licensee under this Agreement or otherwise. Licensee should consult with independent legal counsel prior to disclosing any such confidential information. **To the extent permitted by law, mHUB disclaims all warranties and terms, express or implied, with respect to its services, including warranties, terms or representations as to the availability, operation, performance and/or use of its services, or any other materials on or accessed via its services, including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, terms or indemnification arising from course of dealing or course of performance.**
3. **ACKNOWLEDGMENT. LICENSEE AND ITS REPRESENTATIVES ACKNOWLEDGE AND AGREE THAT THE CENTER INCLUDES DANGEROUS EQUIPMENT AND THAT THE USE OF SUCH EQUIPMENT INCLUDES POSSIBLE RISKS, DANGERS AND HAZARDS, INCLUDING THE POSSIBLE RISK OF SEVERE OR FATAL INJURY. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO (I) MUSCULAR INJURIES AND SOFT TISSUE INJURIES, BROKEN BONES, BRUISES, SCRAPES, CUTS, SPRAINS, DISLOCATION, HEAD, FACIAL EYE**

**AND/OR DENTAL INJURIES, (II) INJURIES RESULTING FROM MALFUNCTIONING OF EQUIPMENT OR MISUSE OF EQUIPMENT WHETHER OWNED, DESIGNED OR OPERATED BY LICENSEE, ITS REPRESENTATIVES OR THE STAFF OF THE CENTER; (III) DEATH, INJURIES OR ILLNESS RESULTING FROM FAILURE TO BE PROPERLY TRAINED ON THE USE OF EQUIPMENT PRIOR TO USE; AND (IV) OTHER RISKS ASSOCIATED WITH BEING PRESENT AT THE CENTER ALONG WITH OTHER LICENSEES.**

- M. Indemnification. Licensee hereby agrees to indemnify, defend and hold: (i) mHUB, (ii) mHUB's directors, employees, agents, service providers, contractors, lessees, parents, subsidiaries and affiliates, and (iii) the successors or assigns of any of the above mentioned parties (collectively, "mHUB Indemnitees") harmless from and against any and all claims, actions, liens, demands, expenses and judgments for loss, damage or injury to property or persons in any way connected with the conduct or management of Licensee's business, or otherwise arising from Licensee's or its representatives' use of or presence in the Center, this Agreement, or Licensee's or its representatives' activities hereunder, including all costs, expenses and attorney's fees.
- N. Default. If Licensee (i) fails to perform any of the terms, conditions, or covenants of this License, including, without limitation, failure to pay the Use Fee in a timely manner, or (ii) becomes bankrupt or insolvent or files any debtor proceedings, or takes or has taken in any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Licensee's property, or makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement (each of the aforementioned a "Default"), mHUB, shall have the right to immediately terminate this Agreement without serving notice to Licensee, remove Licensee and any persons claiming rights under Licensee and their property from the Center, lock and bar Licensee and all persons claiming rights under Licensee from doing business in mHUB, and pursue all other remedies available to mHUB at law and in equity, including but not limited to the recovery of all amounts and other sums payable to mHUB under this Agreement.
- O. Reimbursement of Fees. Licensee shall reimburse mHUB for all reasonable expenses and attorneys' fees and disbursements that mHUB incurs in connection with a breach or Default by Licensee under this Agreement or enforcement of any provision or covenant of this Agreement against Licensee, regardless whether suit is commenced or judgment is entered.
- P. Assignment. Licensee shall not sell, assign, mortgage, pledge, sublicense, grant concessions or transfer this Agreement or any interest therein, without mHUB's prior written consent, which may be withheld at mHUB's sole and absolute discretion; any such assignment, without prior written consent, is null and void. mHUB may freely assign this Agreement and its interest therein.
- Q. Subordination. Licensee's rights under this Agreement shall be subject and subordinate at all times to: (i) all ground leases or underlying leases that may now exist or hereafter be executed affecting either or both of the Shared Co-Working Space and the Center; and (ii) any mortgage or deed of trust that may now exist or hereafter be placed upon all or any portion of the Center or any ground leases or underlying leases for the benefit of mHUB. Termination of mHUB's sublease with the Landlord or any successor in interest, will terminate this Agreement and all of mHUB's obligations to the Licensee.
- R. Entire Agreement. mHUB and Licensee acknowledge that there are no agreements or understandings, written or oral, between mHUB and Licensee with respect to this Agreement,

except as set forth herein and that this Agreement contains the entire agreement between mHUB and Licensee with respect to the Shared Co-Working Space and the Center.

- S. Choice of Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without application of its conflict of laws principles. Any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought by either party is less than \$10,000 shall be resolved via binding non-appearance-based arbitration initiated through the American Arbitration Association ("AAA"). The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. In any such arbitration, the parties and AAA must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, where the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; (c) the arbitrator may award injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim; and (d) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Any claim which is not subject to arbitration pursuant to the foregoing paragraph shall be adjudicated exclusively in the courts located in Cook County, Illinois, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such proceeding in any such court or that any such proceeding brought in any such court has been brought in an inconvenient forum. Nothing in this agreement shall prevent either party from seeking remedies in small claims courts of competent jurisdiction, or from seeking injunctive relief in any court of competent jurisdiction. **Any proceedings to resolve or litigate any dispute subject to arbitration will be conducted solely on an individual basis. Neither Licensee nor mHUB will seek to have any such dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.**
- T. Operating Permits; Insurance. If there are any licenses, authorizations, insurance or permits required by any governmental agency or authority for the conduct of Licensee's business at the Center, Licensee shall be responsible for obtaining them at Licensee's expense. Licensee shall not conduct any unlawful activities in or upon any part of the Center or any part thereof. Unless expressly permitted by mHUB, the consumption or sale of alcoholic beverages in, at or from the Center shall not be permitted. Licensee shall at all times maintain adequate insurance sufficient to cover Licensee's business operations and any injuries that Licensee's representative or Guests may sustain while using the Center, regardless of cause, and Licensee agrees to provide proof of such insurance to mHUB upon request.
- U. Non-solicitation. Licensee hereby acknowledges and agrees that it shall not employ or solicit for employment any employee, agent, or volunteer of any other licensee at the Center during the Term and for a period of 12 months following termination of this Agreement. mHUB shall have no obligation to enforce this provision and in no way shall be liable to Licensee for any breach of this provision by any other permitted licensee or guest of the Center.
- V. Intellectual Property. Licensee shall not use the word "mHUB" in any name, logo or other means of identifying Licensee or its business without the consent of mHUB, provided that Licensee may use the Center or the address of the Center for mailing address purposes. mHUB may use

Licensee's name or mark on its website and other print and electronic publications for advertising and marketing purposes for the Center.

- W. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
  
- X. Amendments. The failure of mHUB to insist upon strict performance by Licensee of any of the conditions, provisions, rules and regulations, expectations and agreements in this License, or to exercise any option, shall not be deemed a waiver of any of mHUB's rights or remedies, and shall not be deemed a waiver of any part of this Agreement. No part of this License may be modified, changed, or supplemented, nor may any obligations or rights hereunder be waived, except by written instrument signed by both mHUB and Licensee. Notwithstanding the foregoing, mHUB may amend this Agreement at any time so long as Licensee acknowledges (electronically or otherwise) consent to such amendment.
  
- Y. Counterparts. This Agreement may be executed in any number of counterparts, including by facsimile, each of which shall be deemed to be an original, but all of which together will constitute but one agreement.

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The parties hereto have agreed to and accepted this Agreement on the date hereof upon electronic acceptance of the terms and conditions of this Agreement by Licensee.



## **EXHIBIT A**

### **WAIVER AND RELEASE OF LIABILITY AGREEMENT**

In consideration of being allowed to enter and use (the "Use") the mHUB ("mHUB") space at 965 West Chicago, Chicago, IL 60642 ("Center") and participate in related activities and events ("Activities"), I, the undersigned, acknowledge and agree that:

1. There are risks of my personal injury in connection with participation in the Use and Activities, including but not limited to my potential death, illness or bodily injury. I am voluntarily participating in this Use and Activities with the knowledge of the potential hazards involved and hereby agree to accept any and all risks of injury. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (AS DEFINED BELOW) OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR ALL DAMAGE TO MY PROPERTY OR ANY INJURY, ILLNESS OR WRONGFUL DEATH THAT MAY ARISE FROM MY PARTICIPATION IN THE USE AND ACTIVITIES.
2. I agree to comply with all stated and customary terms and conditions for participation in the Use and Activities. If, however, I observe any unusual or significant hazard or risk to myself or others during my participation in the Use and Activities, I will remove myself from participation and bring such hazard or risk to the attention of mHUB immediately.
3. I, FOR MYSELF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, NEXT OF KIN, AGENTS, PERSONAL AND LEGAL REPRESENTATIVES, AND ANY OTHER PERSON OR ENTITY CLAIMING BY, THROUGH, OR UNDER ANY OF THE FOREGOING, AGREE TO UNCONDITIONALLY AND IRREVOCABLY RELEASE, WAIVE, DISCHARGE, AND RELINQUISH, AND HOLD HARMLESS MHUB, EACH OF ITS AFFILIATES, AND EACH OF THE PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, EMPLOYEES, OFFICIALS, PARTNERS, AGENTS, REPRESENTATIVES, ATTORNEYS, DESIGNATED BENEFICIARIES, DONORS, SPONSORS, SPONSORING AGENCIES, PARTNER COMMUNITY ORGANIZATIONS OF EACH OF THE FOREGOING, AND IF APPLICABLE, THE OWNERS AND LESSORS OF EACH OF THE PREMISES USED FOR THE USE AND ACTIVITIES OR ITS ACTIVITIES (COLLECTIVELY, THE "RELEASEES"), FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS, DAMAGES, DEMANDS, LOSSES OR LIABILITIES, OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR ANTICIPATED, AT LAW OR IN EQUITY, ARISING DIRECTLY OR INDIRECTLY FROM ANY ACT, OMISSION OR EVENT RELATED TO MY PARTICIPATION IN THE USE AND ACTIVITIES, WHEREVER OR HOWEVER THE SAME MAY OCCUR, WHETHER SUSTAINED OR SUFFERED AT ANY PREMISES UNDER THE CONTROL OF THE RELEASEES OR NOT UNDER THE CONTROL OF THE RELEASEES (COLLECTIVELY, THE "CLAIMS"), INCLUDING BUT NOT LIMITED TO ANY CLAIMS FOR BODILY INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED (I) BY NEGLIGENCE, GROSS MISCONDUCT OR CARELESSNESS OF ANY RELEASEE TO ANY EXTENT, (II)

DANGEROUS OR DEFECTIVE PROPERTY OR EQUIPMENT OWNED, MAINTAINED OR CONTROLLED BY ANY RELEASEE, OR (III) OTHERWISE.

4. I understand, acknowledge and agree that this is a full and final general release of all Claims that could have been, or could be, asserted in any legal or equitable proceeding against the Releasees.
5. In signing this Waiver and Release of Liability Agreement, I acknowledge and agree that this Waiver and Release of Liability Agreement will be effective as a bar to any and all Claims. In furtherance of the foregoing, I agree (i) not to (and shall cause each of the other releasing parties not to) commence or participate in any claim, action or proceeding with respect to or based upon any Claim released hereunder, (ii) to indemnify and hold harmless the Releasees from any and all Claims by whomever and wherever made, and (iii) to reimburse the Releasees for all reasonable costs and expenses (including reasonable attorneys' fees and expenses) suffered, sustained or incurred in connection with any breach of the agreement set forth in clause (i) preceding.
6. I give permission to be photographed and/or filmed at any activity in connection with the Use and Activities. I hereby consent to the Releasees' unrestricted and royalty-free use, in future promotional material or for other purposes, of any photographs, recordings, interviews, videotapes or similar visual or auditory recording created in connection with my participation in the Use and Activities.
7. Prior to commencement of my participation, I will furnish mHUB with any medical information that may be necessary in treating me in the case of an emergency. In the event of my injury, I authorize mHUB to seek treatment for me and to take other action, including, but not limited to, disclosing such medical information to medical professionals who may need the information to treat me in the case of a medical emergency, and I waive and release my right for any damages in connection therewith or related thereto.
8. I certify that I have health and/or accident insurance that will cover any personal injury that I may sustain while providing volunteer services and/or using mHUB's facilities and equipment, regardless of cause, and I agree to provide proof of such insurance upon request.
9. I acknowledge and agree that this Waiver and Release of Liability Agreement is binding on my heirs, executors, administrators, assigns, next of kin, agents, personal and legal representatives, any any other person or entity claiming by, through, or under any of the foregoing.
10. Each of the Releasees is an express third-party beneficiary of this Waiver and Release of Liability Agreement and will be entitled to enforce the terms of this Waiver and Release of Liability Agreement as if such Releasee were a direct signatory hereto. No term of this Waiver and Release of Liability Agreement may be amended modified or waived without prior written consent of mHUB.
11. I agree that this Waiver and Release of Liability Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Illinois. This Waiver and Release of Liability Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law. I agree that the terms of this Waiver and Release of Liability Agreement are contractual and not mere recitals and that in the event any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of

such clause or provision shall not otherwise affect the remaining provisions of this agreement, which shall continue to be enforced.

12. I ACKNOWLEDGE AND AGREE THAT THE CENTER INCLUDES DANGEROUS EQUIPMENT AND THAT THE USE OF SUCH EQUIPMENT INCLUDES POSSIBLE RISKS, DANGERS AND HAZARDS, INCLUDING THE POSSIBLE RISK OF SEVERE OR FATAL INJURY. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO (I) MUSCULAR INJURIES AND SOFT TISSUE INJURIES, BROKEN BONES, BRUISES, SCRAPES, CUTS, SPRAINS, DISLOCATION, HEAD, FACIAL EYE AND/OR DENTAL INJURIES, (II) INJURIES RESULTING FROM MALFUNCTIONING OF EQUIPMENT OR MISUSE OF EQUIPMENT WHETHER OWNED, DESIGNED OR OPERATED BY LICENSEE, ITS REPRESENTATIVES OR THE STAFF OF THE CENTER; (III) DEATH, INJURIES OR ILLNESS RESULTING FROM FAILURE TO BE PROPERLY TRAINED ON THE USE OF EQUIPMENT PRIOR TO USE; AND (IV) OTHER RISKS ASSOCIATED WITH BEING PRESENT AT THE CENTER ALONG WITH OTHER MEMBERS.

*[Signature page below]*

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. PRIOR TO EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL. I AM AWARE THAT THIS IS A CONTRACT AMONG ME AND MHUB AND A RELEASE AND WAIVER OF LIABILITY, AND I SIGN IT OF MY OWN FREE WILL WITHOUT PRESSURE, COERCION OR PROMISE OF FAVOR OR GAIN FROM MHUB. BY SIGNING THIS AGREEMENT I ATTEST TO THE FACT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE AND THAT I AM COMPETENT TO SIGN THIS AGREEMENT AND RELEASE OR, IF NOT, THAT MY PARENT OR LEGAL GUARDIAN SHALL SIGN ON MY BEHALF, AND THAT MY PARENT OR LEGAL GUARDIAN IS IN COMPLETE UNDERSTANDING AND AGREEMENT WITH ALL TERMS AND CONDITIONS OF THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT AND AGREES TO BE BOUND BY THE SAME.

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Participant's Signature

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Participant's Name (Please Print)

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Date

FOR PARENT OR LEGAL GUARDIAN

This is to certify that, I, as parent or guardian with legal responsibility for this participant, do consent and agree to his or her waiver and release of the Releasees as provided above, and for myself and my heris, executors, administrators, assigns, next of kin, agents, personal and legal representatives, and any other person or entity claiming by, through, or under any of the foregoing, hereby agree to unconditionally and irrevocably release, waive, discharge and relinquish, and hold harmless the Releasees from any and all Claims, and I further agree to comply with all of the other terms and conditions of the foregoing Waiver and Release of Liability Agreement as if I were said participant.

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Participant's Name (Please Print)

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Parent or Legal Guardian's Signature

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Parent or Legal Guardian's Name (Please Print)

---

Date

## **EXHIBIT B - ACCOUNT SUMMARY**

### *Hours of use*

**Standard Building hours:** 8:00 am to 10:00 pm Monday through Thursday  
8:00 am to 8:00 pm Friday  
10:00 am to 8:00 pm on the weekends

**Standard Shop hours:** 8:00 am to 9:30 pm Monday through Thursday  
8:00 am to 7:30 pm Friday  
10:00 am to 7:30 pm on the weekends

**Additional Access:** All other access hours are **limited to co-working / reserved desk or office space** as applicable

**Holidays:** The Center will be closed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. The Center closes at 3:00 pm prior to a holiday and opens back up at standard hours the following morning. The Prototyping Center/ Shop will close at 1:00 pm on days prior to a holiday.

Prototyping Center/Shop Maintenance days: The Prototyping center/ Shop will be fully closed 1 day each quarter for general maintenance. These days will occur the second Wednesday of February, May, August, and November unless otherwise communicated.

### *Member Amenities*

#### **Shop Member Amenities:**

- Access to Prototyping Lab / Shop
- No desk work space available
- Wireless internet
- No Access to mentorship
- Access to CAD stations within Shop
- Access to loading dock
- No printing access
- No Guests

#### **mHUB network benefits**

- Affiliate and vendor networks
- Access to member-only and public events

#### **Limited Partner provided benefits**

#### **Co-working Member Amenities:**

- All **Shop Member Amenities**
- Shared worktables – cleared daily
- Wireless internet
- Access to conference rooms and phone rooms
- Access to CAD stations
- Use of 965 W Chicago as mailing address
- Access for guests per policy
- Access mHUB Education and Mentorship programming
- 10% rebate for mHUB credits
- 2D Printing

#### **Partner provided benefits**

i.e. discounts to Arrow Electronics, Autodesk software, SolidWorks etc.

### *Paid Amenities*

**All paid amenities shall be implemented solely at the Centers discretion**

#### Initiation Fee:

\$55 on-boarding fee for co-working or shop  
\$75 for each individual Associate member

#### *Demand based pricing for reservation*

- Conference rooms (Est. \$30 to \$50 per hour)
- Classrooms (Est. \$65 to \$100 per hour)
- Event space (Est. \$260 to \$2000 per event)
- Equipment (\$1 to \$10 per hour)
- Dedicated Assembly
  - Assembly table: \$25/day or \$100/week
  - Day: \$1 to \$2 / SF
  - Week: \$3 to \$5 / SF
  - Month: \$13 to \$15 / SF

#### *Cost based pricing*

- Fabrication as Service (Price TBD based on expenses associated with operates, materials and maintenance)
- Materials / Components (Price based on price)
- Parking
  - Reserved Space \$135 per month
  - Zone 27 permit while supplies last \$25 per year
- Storage
  - Cage/ Equivalent Space - \$85 per month
  - Shelf - \$75 per month (per half)
  - Pallet Storage - \$95
  - Locker - \$15 per month
- Equipment training –
  - Hot Metal - \$175
  - All other TBD

### *Storage Policy*

- **Max of 2 shelves/pallet spots may be rented at one time for Shop only member companies**
- Max of 4 shelves/pallet spots may be rented at one time for coworking memberships and above.
- Members must have an active membership to retain storage.

### *Guest policy*

- **No Guest will have any Shop Access**  
**Any members whose guest is using the shop will be subject to membership termination.**
- Guest must sign in upon arrival to the Center.
  - Every Guest, Every Time.
- Members are responsible for their guest and they must receive and wear a guest badge
- Each guest may only visit the center 5 time per month or purchase a Day Pass
- mHUB, in its sole discretion, may refuse admittance to any Guest or remove any Guest from the Center.

## Individual Memberships

Membership Package (select box)	Additional Center Access	Additional Member Amenities
<input type="checkbox"/>		
<input type="checkbox"/> <input type="checkbox"/>	Full-time Shop: \$250/month	<b>Shop Member Amenities</b>
<input type="checkbox"/>	Co-Working: \$350/month	<b>Co-working Member Amenities</b>
<input type="checkbox"/>	Reserved Desk: \$450/month	Co-working Access: 7:30AM Monday-Friday  Reserved Desk Access: 6:30AM or 24hrs <sup>1</sup> <ul style="list-style-type: none"> <li>• Personal sitting or standing desk</li> <li>• Cabinet storage</li> <li>• All <b>Co-working Member Amenities</b></li> <li>• Option for 24/7 access after three months</li> </ul>
<input type="checkbox"/>		
<input type="checkbox"/>	Intern: \$75/month <sup>2</sup>	<ul style="list-style-type: none"> <li>• <b>Co-working Member Amenities</b></li> <li>• <b>Member companies are allowed a maximum of 2 interns per membership subscription</b></li> </ul>

<sup>1</sup> Available upon request after 3 months of active membership in good standing, no guests allowed after normal hours.

<sup>2</sup> Applies to currently enrolled undergraduate students only. Does not apply to graduate students.

<sup>3</sup> Active members will be grandfathered in at previous rates for remainder of 2020 calendar year.

## Office Memberships<sup>4</sup>

Membership Package (select box)	Minimum	Minimum Termination Notice	Move in fee	Additional Center Access	All Co-working Member Amenities plus Additional Member Amenities
<input type="checkbox"/> Small Office: \$1,350/month**	3 months	45 days	\$500	Office access: 24hrs <sup>2</sup>	<ul style="list-style-type: none"> <li>• 1 Personal office ~100 sqft</li> <li>• 2 memberships to access Prototyping and 1 Co-Working Membership Lab / Shop</li> <li>• In-office storage</li> <li>• Up to 2 desks and chairs</li> <li>• 1 Annual City Permit Parking Pass</li> <li>•</li> </ul>
<input type="checkbox"/> Medium Office: \$2,500/month**	4 months	45 days	\$750	Office access: 24hrs***	<ul style="list-style-type: none"> <li>• Personal office ~190 sqft</li> <li>• 5 memberships to access to Prototyping Lab / Shop</li> <li>• In-office storage</li> <li>• Up to 5 desks and chairs</li> <li>• 1 Annual City Permit Parking Pass</li> <li>•</li> </ul>
<input type="checkbox"/> Large Office: \$4,500/month**	6 months	60 days	\$1000	Office access: 24hrs***	<ul style="list-style-type: none"> <li>• Personal office ~340 sqft</li> <li>• 12 memberships to access to Prototyping Lab / Shop</li> <li>• In-office storage</li> <li>• Up to 10 desks and chairs</li> <li>• 1 Annual City Permit Parking Pass</li> <li>•</li> </ul>
<input type="checkbox"/> Small Garage Lab: \$1,350/month**	3 months	45 days	\$500	Garage access: 24hrs***	<ul style="list-style-type: none"> <li>• Personal office ~90 sqft</li> <li>• 2 memberships + 1 co-working to access to Prototyping Lab / Shop</li> <li>• In-office storage</li> <li>• 1 Annual City Permit Parking Pass</li> <li>• Up to 2 desks and chairs</li> </ul>
<input type="checkbox"/> Medium Garage Lab: \$1,900/month**	4 months	45 days	\$750	Garage access: 24hrs***	<ul style="list-style-type: none"> <li>• Personal office ~120 sqft</li> <li>• 3 memberships + 1 co-working to access to Prototyping Lab / Shop</li> <li>• 1 Annual City Permit Parking Pass</li> <li>• Up to 3 desks and chairs</li> </ul>
<input type="checkbox"/> Large Garage Lab: \$3,200/month**	6 months	60 days	\$1000	Garage access: 24hrs***	<ul style="list-style-type: none"> <li>• Personal office ~204 sqft</li> <li>• 4 memberships + 2 co-working to access to Prototyping Lab / Shop</li> <li>• 1 Annual City Permit Parking Pass</li> <li>• In-office storage</li> <li>• Up to 4 desks and chairs</li> </ul>
<input type="checkbox"/> Private Prototyping Lab/ Wet Lab: \$2,950/month**	9 months	60 days	\$1000	Garage access: 24hrs***	<ul style="list-style-type: none"> <li>• Personal office ~200 sqft</li> <li>• 4 memberships + 2 co-working to access to Prototyping Lab / Shop</li> <li>• 1 Annual City Permit Parking Pass</li> <li>• In-office storage</li> <li>• Up to 4 desks and chairs</li> </ul>
<input type="checkbox"/> Small Private Partner Office: Available Upon Request /month**	9 months	90 days	TBD	Office access: 24hrs***	<ul style="list-style-type: none"> <li>• Personal office ~550 - 800 sqft</li> <li>• 15 memberships to access to Prototyping Lab / Shop In-office storage</li> </ul>
<input type="checkbox"/> Medium Private Partner Office: Available Upon Request /month**	12 months	90 days	TBD	Office access: 24hrs***	<ul style="list-style-type: none"> <li>• Personal office ~1100 sqft</li> <li>• 25 memberships to access to Prototyping Lab / Shop In-office storage</li> </ul>



<input type="checkbox"/>						•
<input type="checkbox"/>						•
<input type="checkbox"/>	Front Partner Office: Available Upon Request/month* *	24 months	120 days	TBD	Office access: 24hrs***	<ul style="list-style-type: none"> <li>• Personal office ~1,900 sqft</li> <li>• 25 memberships to access to Prototyping Lab / Shop</li> <li>• In-office storage</li> </ul>

\*\* Rental rate does not include the following expenses within dedicated space: tenant improvements, additional furniture, fixtures, equipment, etc.

\*\*\* 24 hr access only applies to direct employees, not contractors, temporary employees, or interns. Spaces can only be used by 1 company and cannot be shared with another company. You cannot sublease your rented space to another individual.

4) Corporate rates for offices are at a 50% premium

## Associate Memberships

### Hours of use

**Standard Shop hours:** 8:00 am to 9:30: pm Monday through Friday  
10:00 am to 8: 00 pm on the weekends

**Holidays:** The Center will be closed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. The Center closes at 3:00 pm prior to a holiday and opens back up the following morning.

**University Associate Members:** Access is granted during standard shop hours Monday through Friday. Access will not be given on weekends (Saturday and Sunday).

### Member Amenities

- Shared worktables – cleared daily
- Access to Prototyping Lab / Shop
- Wireless internet
- Access mHUB Education and Mentorship programming

#### mHUB network benefits

- affiliate and vendor networks
- Product Testing/ UL support
- Design and ideation sessions
- Access to member-only and public events

#### Limited Partner provided benefits

### Guest policy

- **No Guest will have any Shop Access**
  - **Any members whose guest is using the shop will be subject to membership termination.**
- No guest from a members origination will be allow except for; meetings, and events (such as hack-a-thons, meet-up etc.)
- Guest must sign in upon arrive to the Center.
- Members are responsible for their guest and they must receive and wear a guest badge
- University Associate members cannot have guests

### Billing

- In the event the Initial Term commences on any day other than the first day of a calendar month the Use Fees shall be prorated based upon the actual number of days of the Term during such month
- Billing will be monthly following the Initial Term
- Billing will not be prorated at the end on licensee membership term.

### Paid Amenities

**All paid amenities shall be implemented solely at the Centers discretion**

Initiation Fee:

\$75 for each individual Associate member

\$20 for each individual University Associate member

All paid amenities rates above apply to Associate Membership with the following additions:

	Membership Package (price per month) (select box)	Termination Notice	Minimum
<input type="checkbox"/>	Associate Member (12-50 employees) 1 - \$400; 2 - \$800; 4 - \$1,200	45 Days	6 months
<input type="checkbox"/>	Associate Member (50-500 employees) 1 - \$515; 2 - \$1,030; 4 - \$1,545	45 Days	6 months
<input type="checkbox"/>	Associate Member (500 to 10,000 employees) 1 - \$675; 2 - \$1,350; 4 - \$2,025	45 Days	12 months
<input type="checkbox"/>	Associate Member (10,000+ employees) 1 - \$1,115; 2 - \$2,230; 3 - \$3,345	45 Days	12 months
<input type="checkbox"/>	Associate Member University	60 Days	12 months

	1 year - \$10,000		
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## Service Desk Memberships

### Hours of use

**Standard Shop hours:** 8:00 am to 9:30 pm Monday through Friday  
10:00 am to 8:00 pm on the weekends

**Holidays:** The Center will be closed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day. The Center closes at 3:00 pm prior to a holiday and opens back up the following morning.

### Member Amenities

- Dedicated table for 4 hrs up to two times a month
  - Wireless internet
  - Access mHUB Education and Mentorship programming
- mHUB network benefits**
- affiliate and vendor networks
  - Access to member-only and public events

### Limited Partner provided benefits

### Guest policy

- **No Guest will have any Shop Access**
- Guest must sign in upon arrive to the Center.

### Billing

- In the event the Initial Term commences on any day other than the first day of a calendar month the Use Fees shall be prorated based upon the actual number of days of the Term during such month
- Billing will be monthly following the Initial Term
- Billing will not be prorated at the end on licensee membership term.

### Paid Amenities

**All paid amenities shall be implemented solely at the Centers discretion**

	<b>Membership Package (price per month) (select box)</b>	<b>Minimum</b>
<input type="checkbox"/>	Service Desk Partner \$435	3 months