

**TERMS AND CONDITIONS**  
**Colorado**  
**Effective September 29, 2009**  
**Subject to Change**

- 1. Names and Titles.** The Office Services Agreement is also referred to as the "OSA" and the Member Service Agreement is also referred to as the "MSA". An OSA is the contract used for dedicated private office clients while the MSA is the contract used for virtual clients. Clients are generally referred to as "Members". MSA members are "Virtual Members", and OSA members are "Office Members".

Boulder Office Partners LLC is the provider of the services described in the OSA and MSA and is commonly referred to as "Office Evolution".

The primary location used for Virtual and Office Members is referred to as their "Location" while the office or offices listed on this OSA are referred to as the "Office".
- 2. Invoices.** Recurring invoices are distributed on the 1<sup>st</sup> of each month via email or fax. Recurring invoices include the 1) recurring monthly membership costs as described in the MSA or OSA and 2) usage charges for the previous month. Recurring membership fees are billed in advance and usage charges are billed in arrears. Any one time expenses such as set up fees, security deposits, late fees or prorated monthly service may be invoiced at any time.
- 3. Payment.** Payment is due on or before the 11<sup>th</sup> of each month. All Virtual Members are required to be on our AutoBill system using either a valid credit card or checking account. AutoBill payments are charged to the credit card or debited from the checking account on the 10<sup>th</sup> of each month. Office Members may either pay by check or sign up for the AutoBill program. Checks may be dropped off at any Office Evolution location reception desk or mailed to Office Evolution, 4845 Pearl East Circle, Ste 101, Boulder, Colorado, 80301.

All set up fees or retainers must be paid in full prior to the commencement of service.
- 4. Late Fees.** Any balance outstanding after the due date of the invoice may incur a late fee of 10% of the outstanding balance of the invoice. The late fee will be charged at the discretion of Office Evolution. There shall be no further interest or finance charges other than the one-time 10% late fee (plus any collection costs, if applicable).
- 5. Automatic Renewal.** All MSA's are month-to-month agreements and shall be automatically renewed by Office Evolution on a month-to-month basis until written notice is provided by the Member as described in Section 7 below.

The initial OSA term is described in the OSA. At the end of the stated term the OSA automatically renews on a month-to-month basis until written notice is provided by the Member as described in the Section 7 below. Office Members are required to execute a new OSA if they want a renewal term longer than month-to-month.
- 6. Price Changes.** All MSA pricing and month-to-month OSA pricing is subject to change upon 60 days notice from Office Evolution. OSA rates are fixed for the initial term of the OSA if longer than month-to-month. Optional Services and conference room rates may be changed with 60 days notice.
- 7. Termination by Member.** To terminate a month-to-month agreement a Member must provide written notification to [Billing@OfficeEvolution.com](mailto:Billing@OfficeEvolution.com) or send a letter to Office Evolution, 4845 Pearl East Circle, Ste 101, Boulder, Colorado, 80301.

Termination shall be effective on the last day of the month following receipt of the notice. For example, if notice is delivered on September 5<sup>th</sup> termination shall be effective on October 31<sup>st</sup>.

If an Office Member with a term other than month-to-month wishes to terminate at the end of their stated term, they must give written notice at least 30 days prior to the end of the term.

Upon Termination all services shall immediately cease. All mail shall be "returned to sender, all telephone services shall be discontinued and any visitors shall be told that the client is no longer a member.
- 8. Reception Services.** Various marketing materials and the MSA and OSA reference "Reception Services". For these purposes "Reception Services" include the greeting of Member clients, acceptance of packages that require a signature, distribution of mail to onsite mailboxes and packages to the mail room, scheduling of conference rooms, telephone answering (if a telephone answering plan is chosen), and general housekeeping in the common areas. Any requested service outside of this scope, especially any service that requires the receptionist to leave the front desk, may be subject to additional fees as shown in the Optional Services pricing sheet.
- 9. Conference Rooms.** Members may reserve conference rooms for their exclusive use. Depending on their type of Membership, there may or may not be a charge. Rates vary by location, size of room and amenities. Cancellations must be made no later than the 24 hours before the reservation, otherwise the Member will be charged for the full reservation.

- 10. Drop In Use.** Members are entitled to unlimited Drop-in Use at all locations. Drop-in Use is limited to Members (no clients or other guests) and is on a space available basis using the following priority 1) workstations or cubicles, 2) day offices, 3) vacant offices, then 4) conference rooms. If all available facilities are in use, the Member who has been using drop in space for the longest period that day must vacate the space within 15 minutes of being notified.
- Drop-in Use is intended as a convenience for Members and is not intended to be used as a permanent or semi-permanent substitute for paid work space. Office Evolution will, in its sole judgment, notify a Member if it believes that this policy is being abused and may then limit the Member's Drop-in use.
- 11. Unlimited Phone Answering.** Various Office Evolution phone answering plans include "Unlimited Phone Answering". Unlimited Phone Answering is intended for the direct and personal use of the individual Member or Members and not as a substitute for a call center, corporate reception desk, or any similar use. Office Evolution will notify a Member if it believes that this policy is being abused and may limit the answering of the Member's incoming phone calls or implement charges for the excessive calls.
- 12. Optional Services.** Office Evolution offers many additional services that may be used by the Member on a case by case basis. The pricing of the Optional Services is subject to change with at least 60 days notice. Please request a copy of the Optional Services list if you are interested in any of these services.
- 13. Telephone and Internet Services.** Office Evolution agrees to supply commercially reasonable business level internet access and telephone service. If such services fail for any reason, Member shall not be entitled to any financial damages and Office Evolution's responsibility shall be to restore the service as soon as commercially reasonable. Since many users share a single internet connection, Office Evolution may allocate available bandwidth and restrict specific uses among the Members so that all Members are provided with similar levels of service.
- 14. Control of Telephone Numbers and Porting.** Members using telephone services have the option of 1) using an Office Evolution supplied phone number, 2) transferring or "porting" their phone number to the Office Evolution network, or 3) retaining their own phone number which they forward to Office Evolution. If a Member utilizes options 1 or 2, the phone number becomes the property of Office Evolution and listing the member's name with any directory services or telephone books (if possible) may incur additional fees.
- Members can port off most Office Evolution owned phone numbers as described in options 1 and 2 above. After porting, the phone number becomes the property of the Member. Porting off is subject to fees outlined on the Optional Services page and to restrictions imposed by Office Evolution's and the Member's carriers. Members must be current with all invoices prior to porting off a phone number.
- 15. Virus Protection.** Member warrants that it has current software virus protection on any computer equipment that it uses at an Office Evolution location. If failure to have current software virus protection directly or indirectly causes an Office Evolution network outage or support problem, Office Evolution may charge Member the reasonable costs of repairing such outage or support problem. Office Evolution shall not be responsible for any viruses on Member's computer equipment.
- 16. Printing, Copying and Faxing.** Office Evolution may provide shared devices offering printing, copying, scanning and faxing. Office Evolution shall not have any liability if these services are not available. Services vary by location.
- 17. Insufficient Funds.** If a check is returned or an automatic debit is refused for insufficient funds the Member may be charged a \$25 fee.
- 18. Default by Member.** If a Member does not pay its entire invoice by the 25<sup>th</sup> of the month or if the Member breaches any other provisions of this Agreement, the Member shall have breached the OSA or MSA and is subject to termination and collection actions. Office Evolution shall not take any termination or collections actions until at least 3 days after written notice is delivered to the Member. If the Member has not cured the payment or other default within 3 days of receiving the notice, Office Evolution may discontinue service and restrict the Member's access to the Office and any Member services, including without limitation changing the password on the Member's voice mail, discontinuing electronic access, halting acceptance of mail, and changing locks on private offices.
- Office Evolution shall be entitled to collect reasonable attorneys and collection fees as allowed by law. If a Member is terminated, subsequently makes the required payments and then continues service, a Reactivation Fee may be charged.
- 19. The Terms and Conditions.** The Terms and Conditions ("T&C's") are subject to change with at least 60 days notice. The current T&C's and any planned changes shall be posted on the Office Evolution website in the Member Login section. Office Evolution shall also deliver via email or printed copy any changes to the T&C's to the Members at least 60 days in advance. The notice shall be sent to the main billing contact for each member company. In the event of any conflict between the OSA or MSA and these T&C's, the T&C's will control.
- If a Virtual Member does not accept the revised T&C's it must give written notice to Office Evolution at least 15 days before the revised T&C's go into effect in which case the MSA will be terminated on such effective date.
- If an Office Member does not accept the revised T&C's it must give written notice to Office Evolution at least 15 days before the revised T&C's go into effect in which case the current T&C's will remain in effect through the current OSA term. Upon any extension or renewal of the OSA the new T&C's will automatically become effective.
- 20. Termination by Office Evolution.** Office Evolution has the right to immediately terminate any MSA or OSA if the Member or any of Member's guests, employees or vendors act in a way that is incompatible with normal office use, is disruptive or disrespectful to other Members or Office Evolution employees, or act in an immoral or unethical manner. Office Evolution may also, without

cause, terminate any Member Agreement at the end of its term by providing at least 30 days notice to the Member. Members do not have an automatic right to renew their agreements at the end of their terms.

21. **Keys and Security.** Any keys or security cards issued by Office Evolution shall remain the property of Office Evolution at all times. Members may not make copies without Office Evolution's consent. Should the Member lose a key or security card, Office Evolution must be informed immediately and Member must pay the costs of replacement and rekeying of locks if necessary.
22. **Parking.** Member shall not be entitled to reserved parking. The Member, its employees and visitors may park in the lot adjacent to the Building. This parking lot is shared with other Members in the Location and parking spaces are available on a "first come first served" basis. Member shall pay the cost of any parking in locations that offer or require paid parking. Additional parking policies or restrictions may be enforced at specific locations.
23. **Insurance, Responsibility of Member.** It is the Member's responsibility to provide personal property and general liability insurance for any employees, guests, visitors, vendors or other third parties associated with the Member.
24. **Insurance, Responsibility of Office Evolution.** Office Evolution shall have and maintain in effect at all times, property and general liability insurance in such amounts as shall be determined appropriate by Office Evolution.
25. **Closure of Location.** Office Evolution may close or move any location upon giving at least 60 days written notice to Members who list the to-be-closed or moved location as their primary location. All members at that location shall be allowed to terminate their OSA or MSA upon closing or moving of the location without any penalty and Office Evolution shall have no further liability.
26. **Privacy Policy.** Office Evolution does not sell, trade, or otherwise transfer to outside parties your personal identifiable information. However, we may release your information when we believe release is appropriate to comply with the law.
27. **Maintenance and Control of Common Areas.** Entrances and exits, common areas, conference and training rooms, and other facilities furnished by Office Evolution shall at all times be subject to the exclusive control and management of Office Evolution. Office Evolution shall have the right at any time to establish reasonable rules and regulations. Office Evolution agrees to maintain common areas of the Location under its control. Office Evolution reserves the right at any time to relocate, vary and adjust the size of any of the improvements, parking areas or other common areas relating to the Building.
28. **Modifications to this Agreement; Partial Invalidity.** No modification of the MSA or OSA shall be binding unless (i) such changes are in writing and signed by both parties, or (ii) the T&C's are changed in accordance with Section 19 above. If any terms of the MSA, OSA or T&C's shall be invalid or unenforceable, the remainder of the agreement shall not be affected.
29. **Indemnity.** Member hereby agrees to defend, indemnify, and hold harmless Office Evolution, from and against any claims, demands, fines, actions, orders, and judgments of any kind and from and against any and all costs and expenses, including reasonable attorney's fees, resulting from loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or on account of any occurrence at the Office or occasioned wholly or in part through the use by Member of the Office or by an act of omission or negligence of Member or its employees, agents or contractors, unless and except any such loss or damage was caused by the willful misconduct or gross negligence of Office Evolution. In the event Office Evolution is made party to any legal action by reason of Member's interest in the Office or in the event Office Evolution commences legal action relating to the Office and/or Member's use thereof, Member shall be liable for all costs and expenses incurred by Office Evolution as a result thereof, including reasonable attorneys' fees.
30. **Controlling Law.** The Agreement shall be construed under the Colorado law.
31. **Binding Upon Successors.** The covenants and agreements herein contained shall bind and inure to the benefit of Office Evolution and Member and their respective successors.

### **These Additional Items Only Apply to Office Users and the Office Services Agreement**

1. **Nature of the Agreement.** The OSA is the equivalent of a revocable license. The Member agrees that the OSA creates no tenancy, leasehold estate or any other property interest.
2. **Assignment or Subletting.** Member may not assign the Agreement without the written consent of Office Evolution and any attempted assignment without such consent shall be void. This shall include an assignment due to Member's sale, change in ownership or change in control. Any consent by Office Evolution shall not relieve Member of its primary obligations including the payment of all fees.
3. **Early Termination.** A Member may terminate an OSA prior to the end of its stated term if the following steps are taken: 1) Termination shall be effective on the last day of the month following receipt of the notice. 2) An Early Termination Fee equal to the greater of a) 2 months or b) one-third of the remaining obligation shall be assessed. Any services shall not be included in the calculation of the Early Termination Fee. 3) All invoices and fees shall be paid on or before the termination date.
4. **Retainer.** The retainer amount shown in the OSA must be paid by Member when the OSA is executed. The retainer will be held by Office Evolution throughout the initial term and any automatic renewal period to secure the performance of Member's obligations, covenants, and agreements. Office Evolution shall have the right to apply all or any portion of such deposit to cure any and all defaults of Member under the OSA, including any damage or alterations to the Office, and, in the event that any of such deposit or part thereof shall be expended prior to the termination of the OSA, Member agrees to promptly reimburse Office

Evolution for any such expenditure. Office Evolution agrees to return the balance of the deposit to the Member, without interest, within thirty (30) days after the termination.

5. **Cleaning Fee.** A cleaning fee of \$200 shall be charged upon move out for any office continuously occupied by a member for 12 or more months. The cleaning fee shall be deducted from the retainer.
6. **Location.** Subject to the provisions outlined herein, Member shall have the exclusive use of the Office listed in the OSA during the initial term and any renewal periods.
7. **Office Not Available for Use.** If the Office is not available for use for more than 15 consecutive days, the Member may terminate this OSA and pay only the standard fees up to the date the Office became unavailable.
8. **VOIP Telephones.** Office Members may install their own VOIP telephones but any such systems will not be supported by Office Evolution. Office Evolution does not make any representation regarding the functioning, stability, quality, or ease of use of these systems. Upon request, and for additional fees, Office Evolution may attempt to provide initial configuration and ongoing special services to improve the effectiveness of these systems.
9. **Alterations and Additions.** Member shall not paint, paper or puncture walls or ceiling, change floor coverings, or in any way alter the Office without the prior written approval of Office Evolution. Any modifications or renovations made by Member with such approval, or any modifications made by Office Evolution at Member's request, shall be removed by Member at Member's expense, and the Office returned in its original condition upon the termination of this Agreement.
10. **Maintenance and Use of Office.** During the term of the OSA, Member agrees to maintain the Office in good condition and repair at Member's cost and expense. Member further agrees at the end of the term to return the Office to Office Evolution in substantially as good condition, as when received, ordinary wear and tear excepted. Member shall use the Office for general office purposes only. Member shall conform to all present and future laws and ordinances affecting the Building. No storage of any material outside of the Office shall be allowed unless first approved by Office Evolution in writing. Member shall not store or use any hazardous materials in the Office. Member further agrees not to install any electrical equipment that overloads any electrical paneling, circuitry or wiring and further agrees to comply with the requirements of the insurance underwriter or any governmental authorities having jurisdiction thereof.
11. **Personal Property Taxes.** Member shall be responsible for all taxes and assessments levied and or assessed by any governmental authority against any furniture, fixtures or equipment owned by Member.
12. **Inspection and Right of Entry by Office Evolution.** Office Evolution shall have the reasonable right, after notifying the Member, to enter the Office during regular business hours to examine the Office, to make such repairs, alterations, improvements or additions as Office Evolution may deem necessary or desirable. During an emergency Office Evolution may enter at any time. Fees shall in no way abate while such repairs, alterations, improvements, or additions are being made, for reason of loss or interruption of business of Member or otherwise.