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USER AGREEMENT

LAST UPDATED:  October 26, 2022

IMPORTANT NOTICE:

THIS VERSION OF THE CANNON WORKSPACE, LLC USER AGREEMENT WILL BECOME EFFECTIVE ON  **October 26**, 2022.

YOU SHOULD CAREFULLY READ THIS USER AGREEMENT BEFORE INSTALLING THE CANNON'S MEMBER PORTAL, CANNON CONNECT, OR USING ITS PHYSICAL WORKSPACE, INCLUDING UPDATES, UPGRADES, FEATURES, CONTENT, AND WEBSITES OFFERED BY THE CANNON.

CANCELLATION – IN ORDER TO CANCEL YOUR MEMBERSHIP YOU MUST PROVIDE NOTICE VIA EMAIL TO INFO@THECANNON.COM. ABSENT THIS NOTICE, NO CANCELLATION WILL BE PROCESSED. FOR WORKSPACE MEMBERS NOTED IN PART II – YOUR MEMBERSHIP WILL END 30 DAYS AFTER CANCELLATION AND YOU WILL HAVE ONE REMAINING PRORATED INVOICE.

BY ACCESSING THE CANNON WORKSPACE'S MEMBER PORTAL, BY USING THE CANNON'S PHYSICAL WORKSPACE, OR BY USING THE CANNON'S SERVICES, YOU REPRESENT THAT YOU HAVE READ AND CONSENT TO THE TERMS AND CONDITIONS OF THIS USER AGREEMENT.

OUR PRIVACY POLICY IS ALSO INCORPORATED BY REFERENCE INTO THIS USER AGREEMENT. YOU SHOULD ALSO READ THE PRIVACY POLICY (<https://thecannon.com/privacy-policy>) IN ITS ENTIRETY AS IT CONTAINS ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO YOU.

THERE ARE TWO MAIN PARTS TO THIS USER AGREEMENT.

PART I OF THIS AGREEMENT APPLIES TO ALL USERS AND MEMBERSHIPS. IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF PART I OF THIS USER AGREEMENT, YOU MAY NOT INSTALL OR OTHERWISE ACCESS OUR MEMBER PORTAL, USE OUR PREMISES, OR USE ANY OTHER SERVICES.

PART II OF THIS USER AGREEMENT IS TITLED "THE WORKSPACE," AND THIS PART II APPLIES ONLY TO THOSE MEMBERS WITH MEMBERSHIPS WHICH PROVIDE ACCESS TO PHYSICAL WORKSPACE AT A CANNON LOCATION. THESE APPLICABLE MEMBERSHIPS ARE "FLEX MEMBERSHIPS," "RESIDENT DESK MEMBERSHIPS", AND "ENTERPRISE MEMBERSHIPS." FOR THOSE APPLICABLE MEMBERS, PART II WILL ACT AS A SUPPLEMENT TO PART I OF THIS AGREEMENT, AND TO THE EXTENT THAT ANY LANGUAGE IN PART II CANNOT BE READ IN CONJUNCTION WITH LANGUAGE IN PART I, THE LANGUAGE IN PART II WILL CONTROL.

PLEASE NOTE THAT THE SECTION BELOW TITLED “DISPUTE RESOLUTION” IN PART I CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER WHICH ALSO APPLIES TO PART II. THEY AFFECT YOUR LEGAL RIGHTS AND SHOULD BE READ CAREFULLY.

MEMBERSHIPS

The four (4) membership types available are as follows – (a) Cannon Membership, (b) Flex Membership, (c) Resident Desk Membership, and (d) Enterprise Membership. The Cannon may also create new memberships, and these terms will also apply to those.

a. CANNON MEMBERSHIP

A basic Cannon Membership comes with access to The Cannon's content, programs and events, including our monthly newsletter, member portal (Cannon Connect) and forums, member matching platform, network of experts and advisors, in-person and virtual events, knowledge center, talent portal, service provider directory, investor network, and any additional networks as directed by The Cannon management team. Terms and conditions for a Cannon Membership are outlined in Part I this document, and in the event that a Member attends an event at a location managed by The Cannon, Part II of this document will apply to such Member.

b. FLEX MEMBERSHIP

Flex Membership with The Cannon provides Members all of the benefits provided in a Cannon Membership in addition to access to work out of an assigned Cannon location 24 hours a day, 7 days a week, and includes all amenities provided at the direction of The Cannon team. Terms and conditions for a Flex Membership are outlined in Part I and Part II this document.

c. RESIDENT DESK MEMBERSHIP

A Resident Desk Membership provides all of the benefits provided to Members in a Flex Membership, with one important addition – you will be provided a ***dedicated private desk*** area in one of the designated Dedicated Desk (defined in your Membership Agreement) areas at your assigned Cannon location. This means that you will be the only Cannon Member permitted to sit at your dedicated private desk. Terms and conditions for a Resident Desk Membership are outlined in Part I and Part II this document.

d. ENTERPRISE MEMBERSHIP

Our Enterprise Membership package provides rental of the office or offices that you have selected in your Membership Agreement. This Enterprise Membership package comes with that number of Enterprise Memberships allotted to your selected office via your Membership Agreement and includes accounts on your assigned Cannon location's access control and member management system. Additionally, Enterprise Members will have all of the benefits provided in a Flex Membership. Terms and conditions for an Enterprise Membership are outlined in Part I and Part II this document.

e. ADDITIONAL MEMBERSHIPS

The Cannon may create new memberships, or adjust the terms of the above memberships, at any time. The included Terms shall apply to any and all memberships, regardless of whether they are included in the above Membership Types or have been subsequently created.

PART I

APPLICABLE TO ALL USERS AND MEMBERS

Welcome to Cannon Connect (the “**System**”), a member portal provided by The Cannon Workspace, LLC (“The Cannon”, “we”, “our” or “us”). The Cannon created the System to provide a high-quality, high-value digital experience for each individual and entity who is part of our community. When you access our System, you will also have access and use of various services and functionality, including updates, upgrades, features, websites, and searching facilities offered by The Cannon or in connection with our System (collectively, the “**Services**”).

Part I of this User Agreement (the “**Membership Agreement**”) sets forth the terms and conditions under which you are licensed to install and/or use our System and our Services. By using the Services, you agree to be bound by this Membership Agreement, whether you are a visitor, which means that you simply browse the System or any of its applications, or you are a user with a registered membership (“**Member**”). The term “**User**” refers to any visitor to the System or Member, unless provided otherwise. The term “**Agreement**” refers to any portion of this User Agreement applicable to a given Member. If you are a User or a Member with a Cannon Membership and do not attend an event at a location managed by The Cannon, Part II of this User Agreement does not apply to you, and you agree to be bound by all other applicable language within this User Agreement. If you are a Member with a Flex Membership, Resident Desk Membership, Enterprise Membership, or an attendee of an event located on The Cannon’s premises, Part II of this User Agreement does apply to you, and you agree to be bound by all applicable language within this User Agreement.

1. MEMBERSHIP AND ACCOUNT

- a. **Registration for Your Membership.** In order to access much of our System and Services, you must have one of the four (4) different memberships with The Cannon (each, a “**Membership**”) with the accompanying Cannon Connect membership account on the System (a “**Membership Account**”). In order to become a Member, you must register for Membership through the System (“**Registration**”). During Registration, you must provide certain personal information, which may include a valid email address(es), your full name, address, and phone number, as well as other information as reasonably necessary. All information you provide during Registration must be accurate, truthful, and up to date. We are not (and cannot be) responsible for the personal information posted by Members during Registration and will not (and cannot be expected to) verify all such information excepting those details covered during that portion of Registration that is our verification process (“**Verification**”). You may only undergo Registration for Membership if you are a natural person (not a corporation, partnership or other legal or business entity), and are not an individual specifically prohibited by The Cannon from using our System or Services. In addition, you must be eligible to use the Services for which you are registering, and you must be a resident of a jurisdiction where use of our Services is permitted. If you successfully register for and receive a Membership and your contact information changes, you agree to promptly provide updated information to reflect the changes to your contact information. We may also obtain non-personal data from your connection to our

System or during your use of our Services. Acceptance of Registrations for Membership are at the Company's sole discretion. We reserve the right to refuse Membership to any person without providing an explanation for such refusal.

- b. **Membership Verification.** Verification is that portion of Registration whereby an applicant for Membership must provide evidence of his/her identity and establish their eligibility for membership. Each Member specifically grants authority to The Cannon to carry such validation checks as it sees fit in order to confirm as accurate the information supplied by the Member to the Company. Upon our request at any time, you shall confirm the details in your Membership registration form ("**Registration Form**") and provide such other information as we may reasonably request from time to time. You may be asked to give a verification code that we have emailed to you in order to establish ownership of your address. You are specifically prohibited from colluding with another party who allows you access to their email account in order to falsely verify yourself. Where the System or Services are aimed towards a specific community (for example, current students and graduates of a University) you must rightfully belong to that community. Whether during your initial Registration or during your subsequent use of the System and/or Services, you must not impersonate another person or Member. If we conclude, in our sole determination, that any information that you have provided to us, is untrue, inaccurate, obsolete or incomplete, we have the right to immediately terminate your Membership (without refund) and refuse any and all current or future use of the System. **The Cannon will rely on the accuracy of information supplied by its Members and each Member is liable for any loss to the Company as a result of their misstatement or inaccuracy.** Members are reminded that any attempt to deceive the Company through acts of forgery or other illegal activity may be reported to law enforcement authorities.
- c. **Privacy Matters Relating to Your Membership Account.** Our retention of your personal information is subject to our Privacy Policy, located at **The-Cannon/privacy-policy**. By using our System and our Services, you represent that you have read and consent to our Privacy Policy, which is incorporated into this Agreement by this reference. We may revise our Privacy Policy at any time, and the new versions will be available at the above link. If at any point you do not agree to any portion of the Privacy Policy, you must immediately stop using our System and our Services. Please carefully review our Privacy Policy. You acknowledge and agree that any disputes related to our Privacy Policy, including any breaches in security or privacy, will be subject to the limitations on liability contained in the Privacy Policy and this Agreement.
- d. **Security of Your Membership Account.** You must maintain the confidentiality of any login information associated with your Membership Account, as you are responsible for all uses of the login information and the Membership Account. If you become aware of or suspect any breach of security relating to your Membership Account, you must immediately notify us at info@thecannon.com. In several cases you may request that we access your Membership Account with your password, and in such a situation, you agree to indemnify the Company against any and all losses or damages that may result from such access.
- e. **Matters Relating to Children and Adult Membership Account Holders.** You must be at least 13 years of age to register for a Membership and receive a Membership Account. Our System and Services are not intended for, and we do not direct them to, anyone under the age of 13. **IF YOU ARE UNDER THE AGE OF 13, YOU ARE NOT PERMITTED TO USE THE SYSTEM OR ANY OF THE SERVICES OR CONTENT AND ARE PROHIBITED FROM SUBMITTING ANY PERSONAL DATA THROUGH THE SYSTEM, SERVICES OR CONTENT. BY ACCESSING THE SYSTEM, SERVICES AND/OR CONTENT YOU REPRESENT THAT YOU ARE AT LEAST 13 YEARS OF AGE OR, IN THE CASE OF PERSONS OUTSIDE THE**

UNITED STATES, THE MINIMUM AGE IN THE RELEVANT TERRITORY IF GREATER THAN 13 YEARS OF AGE.

If you are at least 13 years of age, but below the age of 18 (“*Child*”), you and your parent or guardian must review this Membership Agreement together, and your parent or guardian may establish a Membership Account for you and shall remain responsible for your acts when using our System or Services. In the event you permit your Child to register for a Cannon Membership, use a Membership Account, or access our System or Services, you hereby agree to this Membership Agreement on behalf of yourself and your Child, and you understand and agree that you will be responsible for all uses of the Membership Account by your Child whether or not such uses were authorized by you.

If you are 18 or older, you are solely responsible for your Membership and the activity on your Membership Account. Your Membership and Membership Account may be suspended or terminated if you or anyone else uses your Membership Account and engages in activities that violate this Agreement.

- f. **Membership Fees and Payment.** You agree to pay all fees and applicable taxes incurred by you or anyone using your Membership Account. We may revise the pricing for our Services at any time. The price of your Membership and the Services shall be as published within the System from time to time, and this published price only relates to those Services that you have purchased at that time. We do not guarantee that prices we have previously published for certain Services will be available to you in the future. We reserve the right from time to time to change the price of Memberships and/or Services, and such changes will be posted to the System. Though changes to the price of Memberships and/or Services will not impact fees for then-current Memberships or paid-for Services, it will apply when Memberships are due for renewal and for applicable Services going forward. You acknowledge and agree that the payment method provided by you will be automatically charged the fees and any other amounts you may incur or be liable for. The Company may charge a processing fee for particular forms of payment that cause us to incur additional charges. **YOU ACKNOWLEDGE THAT THE CANNON IS NOT REQUIRED TO REFUND AMOUNTS YOU PAY TO US FOR USE OF OUR SYSTEM OR SERVICES FOR ANY REASON.**

Payment to the Company should be made by credit or debit card online via the System. You warrant that you have full authority to use the card you use to make such payments and have a sufficient credit limit or funds to cover these charges. You will be reminded via email to your Membership Account that payment is due and any instructions, terms or other details within that email will apply, including but not limited to: the amount, payment methods, surcharges, deadlines and late payment terms. You are responsible for any charges incurred in making payment from abroad and must add these charges to the payment so that the final amount remaining after deductions equals the amount due. You must pay to the Company the full price of the Services due at the time of purchase without set-off, deduction, counterclaim, or other withholding of monies. Payment to the Company will be deemed to be made when the Company has received cleared funds from you in respect of the full amount outstanding. If payment for your Membership fee or any other accrued and outstanding fee is not made within ten (10) days of the date it is due, you will be responsible for paying the then-current late charge. After one instance of a late payment, The Cannon will implement a late fee on your next bill. The current late fee charge is 10% of your late invoice and will be automatically applied to your next bill. Your use of the Services may be immediately suspended, and eventually terminated, if we are unable to charge your payment instrument for any reason on the due date. When we receive funds from you, we will first apply the funds to any balances which are in arrears and

to the earliest month due. Once past balances are satisfied, any remaining portion of the funds will be applied to current fees due. Use of the Services may be suspended until all outstanding balances are paid.

g. Membership Account Cancellation.

- a. **Cannon Membership:** You may cancel your Cannon Membership Account at any time by contacting info@thecannon.com. No refunds will be issued, and you will retain access to the System and Services throughout the remainder of your membership term, regardless of whether that term is monthly or annual.
- b. **Flexible, Resident and Enterprise Memberships:** If you also have purchased Flexible, Resident or Enterprise memberships, you may cancel via contacting info@thecannon.com. Flexible, Resident and Enterprise memberships each require 30-day notice, and if you submit your cancellation notice within 30 days of your next billing date, your next and final invoice will be prorated to fulfill the remainder of the term of your membership. No refunds will be issued and you will retain access to the workspace for the remainder of your term.
- c. **Long-Term Leasing:** While our default terms for Workspace Members outlined in Part II of this agreement are month-to-month and require 30 day notice, if your agreement is longer than that and you would like to end the agreement, the remainder of that agreement's invoices will be owed. These terms will be outlined in your Membership Agreement.

2. AVAILABILITY

We do not guarantee that the System or any particular Service will be available at all times, in all locations, or at any given time or that we will continue to offer a particular Service for any particular length of time. We do not guarantee that our System or our Services can be accessed on all devices, by means of a specific Internet or connection provider, or in all geographic locations. From time to time, we may update, change or modify our System or our Services, without notice to you. These updates and modifications may be required in order to continue to use our System and Services. We may need to update or reset certain parameters of our System or our Services. These updates or “resets” may cause you setbacks and may affect your use of our System and our Services, for which we will bear no liability. We are not liable for any loss or inconvenience, of any nature whatsoever, incurred or sustained by any Member due to the disruption, discontinuation or unavailability of the System at any time. Each Member uses the System and the Services and the Internet in general at their own risk.

You will provide at your own expense the equipment, Internet connection, and charges required to access and use our System and our Services.

3. LINKING TO A COMPANY

During the registration process, you may identify a Company (defined below) with whom your Membership Account is associated. Alternately, your individual Membership Account may have been created by an authorized representative

of your employer or other entity for which you provide services (a “*Company*”), and your Membership Account will be associated with such Company. You agree that you will not falsely represent your association with any Company, impersonate any third party, or otherwise submit or present any false or misleading information to us or The Cannon community. In the event your relationship with the Company in your Membership Account changes or ends, you agree to promptly update your profile to reflect the same. If your Membership is provided by a Company, you may lose access to the Services upon termination or change in status of your relationship with such Company.

IF YOU ARE AN AUTHORIZED REPRESENTATIVE OF AN ENTITY RECEIVING THE SERVICES, YOU HEREBY WARRANT AND REPRESENT TO US THAT (A) YOU HAVE THE PROPER AUTHORITY TO CREATE, TERMINATE AND MAINTAIN THE COMPANY ACCOUNT AND TO ADD AND REMOVE INDIVIDUAL MEMBERS TO AND FROM THE ACCOUNT AND (B) YOU HAVE OBTAINED ALL NECESSARY CONSENT FROM ANY APPLICABLE INDIVIDUALS FOR THE CREATION OF THEIR ACCOUNTS AND THE PROCESSING OF INDIVIDUAL INFORMATION WITHIN AND OUTSIDE OF THE US. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US HARMLESS FOR ANY LOSS WE MAY SUFFER AS A RESULT OF ANY BREACH OF THESE WARRANTIES, REPRESENTATIONS OR COVENANTS.

4. CONTENT

“*Content*” is the software, technology, text (including forum posts, chat and messages), profiles, links, emails, music, sound, graphics, pictures, video, code, and all audio visual or other material appearing on or emanating to or from our Services, as well as the design and appearance of our websites. Content also includes user-generated Content (“*UGC*”). UGC includes Membership Account personas, forum posts, profile content and other Content contributed by Users of our Services. All Content is either owned by The Cannon, owned by The Cannon’s licensors, or is licensed to The Cannon and its licensors pursuant to Section 4 below.

5. UGC

You are responsible for your UGC. You may not upload UGC that infringes a third party’s intellectual property rights or that violates the law, this Agreement or a third party’s right of privacy or right of publicity.

We may, in our sole discretion, remove, edit or disable UGC for any reason, including if we determine that UGC violates this Agreement in any way. We do not assume any responsibility or liability for UGC, for removing it, or not removing it or other Content. We do not pre-screen all UGC, have no obligation to monitor UGC, and do not endorse or approve any UGC available on our Services. Failure of The Cannon to remove UGC does not represent or imply that The Cannon endorses or approves of such UGC and does not represent or imply that The Cannon believes such UGC is accurate or otherwise not in violation of this Agreement.

When you contribute UGC, you grant to The Cannon, its licensors and licensees a non-exclusive, irrevocable, perpetual, transferable, worldwide, fully paid up, sublicensable right and license to use, host, store, reproduce, copy, fix, adapt, translate, reformat, modify, exploit, create derivative works, manufacture, publish, distribute, sell, license, sublicense, rent, transfer, publicly perform, publicly display, provide access to, broadcast, practice or otherwise transmit and communicate the UGC, or any portion thereof, in any manner or form and in any medium or forum, whether now known

or hereafter devised, without notice, payment or attribution of any kind to you or any third party. In the event you upload or otherwise transmit to The Cannon any concept, ideas, or feedback relating to our System or our Services, whether or not UGC, you shall not be entitled to any compensation for any such submission, unless expressly agreed to between you and The Cannon. Except to the extent prohibited by law, you hereby waive the benefit of any provision of the law known as “moral rights” or any similar law in any jurisdiction in the world. If you delete UGC, we will use reasonable efforts to remove such UGC from our System, Services and Content, but you acknowledge that caching or references to the UGC may not be immediately available and copies of such deleted UGC may continue to exist for which The Cannon has no responsibility to identify, locate or remove.

6. CONDUCT

Your use of our System and Services and your interaction with others is governed by a code of conduct described in this Section 5. This code of conduct is not meant to be exhaustive.

When you access or use our System and our Services, you agree that you will not:

- a. Violate any law, rule or regulation.
- b. Interfere with or disrupt our System, our Services or any server or network used to support or provide our System or our Services.
- c. Use any software or program that damages, interferes with or disrupts our Services or another's computer or property.
- d. Interfere with or disrupt another User’s use of our Services, or otherwise harass, threaten, bully, embarrass, spam or do anything else to another User that is unwanted, such as repeatedly sending unwanted messages or making personal attacks or statements about race, sexual orientation, religion, heritage, etc. Hate speech is not tolerated.
- e. Contribute UGC or organize or participate in any activity that we determine is inappropriate, abusive, hateful, harassing, profane, threatening, offensive, vulgar, obscene, sexually explicit, defamatory, infringing, invades another's privacy, offensive, indecent, unlawful or is otherwise reasonably objectionable (collectively, “*Objectionable*”).
- f. Publish, post, upload or distribute UGC or content that is illegal or that you don't have permission to distribute or that is Objectionable.
- g. Post a message for any purpose other than personal communication, such as advertisements, solicitation or commercial activities.
- h. Impersonate another person or falsely imply that you are an employee of The Cannon.
- i. Improperly use support services or make false reports to our staff.
- j. Attempt to obtain, or phish for, a password, Membership Account information, or other private information from anyone else on our System or our Services.

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- k. Access or purchase our System or Services for fraudulent purposes, without permission of the authorized owner, or otherwise in connection with unlawful activity.
 - l. Modify any file or any other part of the System or Services that we do not specifically authorize you to modify.
 - m. Attempt to use our System or Services on or through any service that is not controlled or authorized by us.
 - n. Sell, buy, trade or otherwise transfer or offer to transfer your Membership Account, any personal access to our System, Services or Content associated with your Membership Account.
 - o. Use our System or Services in a jurisdiction in which we are prohibited from offering such Services under applicable export control laws.
 - p. Use your real name or use a username or persona that is used by someone else or that we determine is Objectionable.
 - q. Engage in any other activity that significantly disturbs the peaceful, fair and respectful environment of our System and our Services.
 - r. Use information about Users publicly available in any Service for any purpose unrelated to the Service, including to attempt to identify such Users in the real world.
 - s. Promote, encourage or take part in any prohibited activity described above.

If you or someone using your Membership Account violates these rules, we may take action against you, including revoking access to our System and Services or terminating your Membership Account. We may, but are not required, to permit you to remedy a violation prior to taking any action.

If you encounter another User who is violating any of these rules, please report this activity to us at info@thecannon.com.

We may, in our sole discretion, monitor or record online activity or UGC on our Services and may remove any UGC from any of our Services at our sole discretion. You acknowledge and agree that when you use our System or Services you have no expectation that your online activity or UGC will be private. We may disclose your communications or UGC for any reason, including to comply with applicable laws or governmental requests, to enforce the terms of this Agreement or any other policy of The Cannon, to protect the health and safety of anyone we believe may be threatened or to report a crime or other offensive behavior.

7. TERMINATION AND REMEDIES

This Membership Agreement is effective upon your creation of a Membership Account and shall remain in effect until terminated by The Cannon or superseded by a new agreement. You may terminate this Membership Agreement by terminating your Membership Account and discontinuing use of the System and Services. We may terminate this Agreement at any time, for any reason or no reason, with or without notice to you.

We may terminate your access and use of the System and any Services or your Membership Account if we determine that you have violated this Agreement or that there has been otherwise unlawful, improper or fraudulent use of our System, Services or Content associated with your Membership Account. When practical, we will notify you of the termination. You may lose your username and persona as a result of an Membership Account termination, and the Company shall have no obligation to maintain any content in your Membership Account or to forward any unread or unsent messages to you or any third party. If you have more than one Membership Account, depending on the type of violation or misuse, we may terminate all of your Membership Accounts. If your Membership Account is terminated, you will not have access to your Membership Account and will be barred from re-registering for a Membership Account unless you have obtained the express, written permission of the Company. Upon termination, your license under this Agreement also shall terminate.

Instead of termination and prior to any termination, we may issue you a warning, suspend or alter your access to a particular Service or your Membership Account, remove or delete any Content which is in violation with this Agreement, or ban your device or machine from accessing specific Services. If we take any action described in this Section, you will not be entitled to a refund (subject to any statutory refund rights).

We may terminate any portion, or all, of the System, Services, or Content at any time by giving at least thirty (30) days' notice either via email (if available), within the affected portion of the System, Services or Content, or on the service updates page of our website.

If you believe that any action has been taken against your Membership Account or device in error, please contact Customer Support at info@thecannon.com.

8. USE OF DATA

When you access our System or use our Services, we may collect and store data from your computer or device, including information about your computer or device and operating system (such as IP Address and device ID), information about your Services usage, usage statistics, system interactions and peripheral hardware. If you use our Services offline, this data will be stored on your device and transmitted to us when your device connects to the Internet. We use this information to operate our business, improve products and Services, provide Services to and communicate with you (including for marketing purposes), provide software updates, or otherwise enhance your experience. If you participate in online services, we also may collect, use, store, transmit and publicly display statistical data, or identify content that is created and shared by you with other Users of the System.

Your data is collected, used, stored, and transmitted by us in the United States (and we may use servers abroad), in accordance with our Privacy Policy at [The-Cannon/privacy-policy](#).

9. OTHER SOFTWARE AND TOOLS

Access to our System and use of our Services may require or allow you to download software, software updates or patches, or other utilities and tools from us or our licensors onto your computer or device. These technologies may be different across Systems, and the performance of our Services may vary depending on your computer and other

equipment. You understand that certain updates to these technologies may be required in order to continue access to our System or use of our Services. Failure to install available updates may render our System and/or Services unusable.

10. THE CANNON INTELLECTUAL PROPERTY

The System and the Services, as well as certain Content available therein (together, “**The Cannon Intellectual Property**”), are protected by copyright, trademark, patent, trade secret and other intellectual property laws in the United States and other countries, and The Cannon owns and retains all such rights in The Cannon Intellectual Property.

Without limiting the foregoing, “The Cannon” and The Cannon logo are trademarks of The Cannon, protected under international law, the laws of the United States and other countries. Other parties’ trademarks used, depicted, or identified on the System are the property of their respective owners, used with permission, and may be registered in one or more countries. Use on this Site of the trademark(s) (including, but not limited to, names and logos) of any other party is not intended to imply The Cannon’s affiliation with or endorsement of that party, or that party’s sponsorship or endorsement of The Cannon and their products or services.

11. THIRD PARTIES

Our System and our Services may give you the option of using servers not owned or controlled by us. We do not control those services and are not responsible for your use of our Services on or through them. These third-party services may subject you to additional or different terms and restrictions. You should carefully read any policies maintained by such third-party services.

Our Services may include hyperlinks to third party web sites. If you use these third-party links, you will leave our Services. The terms and conditions of those third-party sites may be different than ours, and this Agreement will not apply to services in the third-party sites. Those sites may collect data or solicit personal information from you. We do not control those sites and are not responsible for their content or for their collection, use or disclosure of personal information. Further, we do not endorse or review those sites and you irrevocably release and discharge us from and waive any claim you may have against such third-party sites.

The Cannon and/or third parties may send messages to you containing advertisements, promotions, etc. pursuant to our Privacy Policy. We make no representation or warranty with respect to the content of any such message or any goods or services that may be obtained from such third parties, and you agree that The Cannon will not have any liability with respect thereto.

YOU AGREE THAT YOUR USE OF INTERNET WEBSITES AND RESOURCES NOT CONTROLLED BY THE CANNON, INCLUDING WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

12.WARRANTIES; LIMITATION OF LIABILITY; INDEMNITY; EQUITABLE REMEDY

OUR SYSTEM AND SERVICES ARE LICENSED AND PROVIDED "AS IS" AND "AS AVAILABLE." YOU USE THEM AT YOUR OWN RISK. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, WE GIVE NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED OR ERROR FREE USE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE OF TRADE. WE DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PRODUCT OR SERVICES; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT WE HAVE VERIFIED INFORMATION SUPPLIED BY USERS WITHIN THE SYSTEM OR THROUGH SERVICES; THAT COMMUNICATIONS POSTED BY USERS ARE TRUTHFUL, ACCURATE, OR RELIABLE; THAT OPERATION OF THE SYSTEM OR THE SERVICES WILL BE UNINTERRUPTED OR FREE FROM ERRORS, BUGS, CORRUPTION, LOSS, INTERFERENCE, HACKING OR VIRUSES, OR THAT THE SYSTEM OR OUR SERVICES WILL INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER SOFTWARE AND WE WILL NOT BE LIABLE FOR DAMAGES ASSOCIATED WITH THE FOREGOING AS RELATED TO THE SYSTEM OR THE SERVICES. WE DO NOT WARRANT OR GUARANTEE ANY THIRD-PARTY PRODUCT OR SERVICE OFFERED BY THIRD PARTIES, AND WE WILL NOT BE LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE, OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER MEMBER OR THIRD PARTY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CANNON AND ITS PARENT AND AFFILIATED ENTITIES, EMPLOYEES, AFFILIATES, LICENSORS AND BUSINESS PARTNERS SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES THAT WERE NOT CAUSED BY THE CANNON'S MATERIAL BREACH OF THIS AGREEMENT, AND SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES. THE TYPES OF EXCLUDED DAMAGES INCLUDE, FOR EXAMPLE, FINANCIAL LOSS (SUCH AS LOSS INCOME OR PROFITS), COST OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION OR STOPPAGE, LOSS OF DATA, LOSS OF GOODWILL, AND COMPUTER FAILURE OR MALFUNCTION. THIS LIMITATION APPLIES TO ANY CLAIM ARISING OUT OF OR RELATED TO THIS LICENSE OR THE SERVICES, WHETHER BASED IN CONTRACT, TORT, STATUTE, STRICT LIABILITY OR OTHERWISE. IT ALSO APPLIES EVEN IF WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGE. YOU MAY RECOVER ONLY DIRECT DAMAGES IN ANY AMOUNT NO GREATER THAN WHAT YOU ACTUALLY PAID FOR THE USE OF THE SYSTEM OR APPLICABLE SERVICES. WE DO NOT LIMIT OUR LIABILITY FOR FRAUD, GROSS NEGLIGENCE, WILFUL MISCONDUCT, OR FOR DEATH OR PERSONAL INJURY TO THE EXTENT DIRECTLY CAUSED BY OUR ACTIONS. SOME JURISDICTIONS DO NOT ALLOW THE ABOVE EXCLUSIONS AND LIMITATIONS, SO SOME OR ALL OF THEM MAY NOT APPLY TO YOU.

YOU HEREBY AGREE TO DEFEND AND INDEMNIFY THE CANNON, ITS PARENT AND AFFILIATED ENTITIES, EMPLOYEES, AFFILIATES, LICENSORS AND BUSINESS PARTNERS FROM AND AGAINST ANY THIRD PARTY CLAIMS, LIABILITIES, LOSSES, INJURIES, DAMAGES, COSTS OR EXPENSES,

INCLUDING ATTORNEYS' FEES, INCURRED BY US ARISING OUT OF YOUR USE OF THE SYSTEM, THE SERVICES, OR THE CONTENT, OR ANY SPECIFIC FEATURES ASSOCIATED WITH ANY OF THEM, OR ASSOCIATED WITH YOUR VIOLATION OF THE TERMS OF THIS AGREEMENT. YOUR AGREEMENT TO DEFEND AND INDEMNIFY THE CANNON APPLIES TO ACTIONS TAKEN BY ANY INDIVIDUAL WHO YOU INTENTIONALLY OR UNINTENTIONALLY ALLOW TO ACCESS OR USE YOUR MEMBERSHIP ACCOUNT.

YOU AGREE THAT THE CANNON WOULD BE IRREPARABLY HARMED IF THE TERMS OF THIS AGREEMENT WERE NOT SPECIFICALLY COMPLIED WITH. IN SUCH EVENT YOU AGREE THE CANNON SHALL BE ENTITLED, WITHOUT BOND OR OTHER SECURITY, TO APPROPRIATE EQUITABLE RELIEF IN THE EVENT YOU BREACH THIS AGREEMENT, AND THAT THE AWARDED OF EQUITABLE RELIEF WILL NOT LIMIT OUR ABILITY TO RECEIVE REMEDIES THAT ARE OTHERWISE AVAILABLE TO US.

13. GENERAL TERMS

- a. **Entire Agreement.** This Agreement, together with any other terms that govern your use of our System or our Services, constitutes the entire agreement between you and The Cannon.
- b. **Modifications to this Agreement.** This Agreement may not be amended or modified unless made in writing and signed by The Cannon.
- c. **No Waiver.** Our failure to exercise any right under this Agreement shall not constitute a waiver of the right or any other right we may have under this Agreement.
- d. **Governing Law.** This Agreement shall be governed by and construed under the laws of the United States of America and the law of the State of Texas, without regard for choice of law principles. The Cannon operates its System, Services and Content in the United States. Those who choose to access the System, Services or Content outside the United States do so at their own initiative and are responsible for compliance with all applicable local law.
- e. **Export.** You agree to follow U.S. and other export control laws and agree not to transfer any Services to a foreign national, or national destination, that is prohibited by such laws. You also represent and warrant that you are not a person with whom The Cannon is prohibited from doing business under these export control laws, and represent and warrant that you are not, nor will you be at any time while you are a member, an entity or individual listed on the Specially Designated Nationals and Blocked Persons List published by the U.S. Department of Treasury, as updated from time to time.
- f. **Assignment.** We may assign this Agreement, in whole or in part, to any person or entity at any time without your consent. You may not assign this Agreement or any part thereof without our prior written consent, and any attempt to do so in violation of this Agreement shall be void.
- g. **Severability.** If any part of this Agreement and/or any feature-specific guidelines, terms or rules that may be posted or provided to you are held to be invalid or unenforceable, then that provision is to be interpreted either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if

not). If an unenforceable provision is modified or disregarded in accordance with this paragraph, the rest of these Terms and/or any feature-specific guidelines, terms or rules that may be posted or provided to you are to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable. The failure of either party to enforce its rights under these Terms at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

- h. **Survivability.** Sections 4 (UGC), 6 (Termination and Remedies), 7 (Use of Data), 10 (Third Parties), 11 (Warranties; Limitation of Liability; Indemnity; Equitable Remedy), 12 (General Terms), 13 (Changes to this Agreement) and 14 (Dispute Resolution) of the Membership Agreement shall survive termination of this Agreement.
- i. **No Partnership.** You agree that no joint venture, partnership, employment, or agency relationship exists between you and The Cannon as a result of this Agreement or your use of the System, Services, or Content.
- j. **Third Party Beneficiaries.** Except for certain The Cannon licensors, or as may be otherwise expressly provided herein, there are no third-party beneficiaries to this Agreement.
- k. **Notices.** All notices, requests or consents provided for or permitted to be given under this Agreement will be in writing and will be given (i) by depositing such writing in the United States mail, addressed to the recipient, postage paid and certified with return receipt requested, (ii) by depositing such writing with a reputable overnight courier for next day delivery, (iii) by delivering such writing to the recipient in person, by courier, (iv) by facsimile transmission or (v) by e-mail transmission. A notice, request or consent given under this Agreement will be effective on receipt by the person/entity to receive it, except that a notice, request or consent given by e-mail transmission will be effective when sent. The use of an electronic signature to conduct a transaction, indicate the execution of an agreement or provide notice or other form of communication is expressly authorized.
- l. **Force Majeure.** The Cannon shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of The Cannon, such as natural disaster, unforeseen intrusions into cyberspace, war, terrorism, embargoes, acts of civil or military authorities, acts of God, fire, flood, accident, strikes, riots, shortages or changes to applicable laws, rules or regulations.

14. CHANGES TO THE MEMBERSHIP AGREEMENT

We may modify or replace this Membership Agreement from time to time at our sole discretion, so please review it frequently. Your continued use of our System or Services means you accept any changes made to this Membership Agreement. Additionally, we may offer new Services, Content or changes to the System, and any such new additions shall be governed by the terms and conditions of this Membership Agreement.

15. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

THIS SECTION APPLIES TO ALL CONSUMERS AND PEOPLE WHO ACCEPTED THE TERMS OF THIS AGREEMENT. BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU AND THE CANNON EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION. YOU SHOULD REVIEW THIS SECTION CAREFULLY. THIS SECTION LIMITS THE

ABILITY OF BOTH YOU AND THE CANNON TO LITIGATE CLAIMS IN COURT AND YOU AND THE CANNON EACH AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO TRIAL BY JURY.

This Section outlines the process by which to settle disputes between you and The Cannon in an effort to accelerate resolution and reduce costs related to disputes. You and The Cannon agree to be bound by the procedures set forth in this Section. This Section likewise applies to our respective agents, employees, subsidiaries, predecessors, successors, beneficiaries, and assigns. This agreement to arbitrate evidence of a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Section. This Section shall be interpreted broadly and shall survive termination of this Agreement.

- a. **Claims Covered.** All disputes, claims or controversies, whether arising out of tort, contract, fraudulent misrepresentation, statute, regulation, common law, equity, or any other matter arising out of or relating to this Agreement, the System, Services or Content, or the relationship between you and The Cannon ("**Disputes**"), shall be determined exclusively by binding arbitration. This includes Disputes that accrued before you entered into this Agreement. The only Disputes not covered by this Section are claims (i) seeking to enforce or protect, or concerning the validity of, any of The Cannon's intellectual property rights; (ii) any Dispute related to, or arising from, claims that the other party has committed piracy or tortious interference, and (iii) any Dispute within the jurisdictional limits of small claims court.
- b. **Informal Negotiations.** You and The Cannon shall first attempt to resolve any Dispute informally for at least 30 days before initiating arbitration. The informal negotiations commence upon receipt of written notice from one person to the other ("**Notice of Dispute**"). The Notice of Dispute must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of Dispute; and (c) set forth the specific relief sought. We will send our Notice of Dispute to the address and your email address you have provided to us. You will send your Notice of Dispute to: "The Cannon Workspace ATTN: Dispute Resolution, 1334 Brittmoore Rd., Houston, TX 77043."
- c. **Binding Arbitration.** If you and The Cannon cannot resolve a Dispute informally, you or The Cannon may elect to have the Dispute finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. The arbitration shall be administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules. The arbitrator shall determine the scope and enforceability of this arbitration agreement, including whether a dispute is subject to arbitration. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator shall make a decision in writing and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. The decision of the arbitrator shall be final and binding on you and The Cannon, and any award of the arbitrator may be entered in any court of competent jurisdiction. You and The Cannon may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. **THE PARTIES UNDERSTAND THAT, ABSENT THIS MANDATORY PROVISION, THEY WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.** They further understand that, in some cases, the costs of arbitration can exceed the cost of litigation.
- d. **Limitation.** **YOU AND THE CANNON AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS**

MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The arbitrator shall not consolidate another person's claims with your claims and shall not preside over any type of representative or class proceeding. The arbitrator may award declaratory or injunctive 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. If this specific subsection is found to be unenforceable, then the entirety of this agreement to arbitrate shall be null and void.

- e. **Location.** Arbitration will take place in your county of residence, to the exclusion of all other venues. You and The Cannon agree to submit to the personal jurisdiction of any state or federal court located in the state of Texas, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

16. QUESTIONS AND CONTACTS

If you have any questions about this Agreement, please contact us at info@thecannon.com

PART II: THE WORKSPACE

FLEX MEMBERSHIPS, RESIDENT DESK MEMBERSHIPS, ENTERPRISE MEMBERSHIPS, AND EVENT ATTENDEES

Part II of this user agreement (the “*Workspace Agreement*,” and together the entirety of this User Agreement, the “*Agreement*”) sets forth additional terms and conditions in connection with your receipt and use of the “**Premises**” (as defined in your Co-Working Membership Agreement or Reservation Agreement), conference room credits, or other services related to the Premises specified herein (together, the “*Workspace Services*,” as further described below) provided by The Cannon in connection to your Flex Membership, Resident Desk Membership, or Enterprise Membership (each a “*Workspace Membership*”).

By becoming a Workspace Member and using the Premises or Workspace Services, you agree to be bound by Part I and Part II of this Agreement. Any language using the term “**Agreement**” in Part I will also apply to this Part II. Where any language in Part II and Part I conflict, the terms and conditions contained in this Part II will control. Any capitalized terms used, but not defined in this Agreement, herein have the meanings set forth in your Co-Working Membership Agreement (the “*Membership Agreement*”).

Please read this Workspace Agreement carefully, as the terms and conditions within affect your legal rights. Among other things, this Workspace Agreement includes your agreement that except for certain types of disputes described in Section 14 of Part I of this Agreement, “**Dispute Resolution and Class Action Waiver**,” located above, you agree that disputes between you and us will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration.

If you have any questions about this Agreement, please contact info@thecannon.com. By using the Workspace Services, you are agreeing to abide by and be bound by the entirety of this Agreement.

1. AUTHORITY

If you are entering into this Agreement on behalf of an entity, you represent and warrant that you have all necessary right, authority, and consent to bind such entity to this Agreement.

2. MEMBER REPRESENTATIVES

You agree that you will direct your affiliates, parents, and successors and each of your and their employees, contractors, assignees, officers, agents and directors (“**Representatives**”), to comply with this Agreement and the Membership Agreement as if such Representatives were a party hereto, and you further agree that you shall be responsible for any breach of this Agreement or the Membership Agreement by any of your Representatives. Any act or omission of your Representatives with respect to this Agreement or the Membership Agreement shall be deemed an act or omission by you, and you shall be liable for such act or omission as if it were your own.

3. WORKSPACE SERVICES

References to “Workspace Services” in this Agreement shall include, without limitation, access to and use of our online member network, member-only events and offerings and space in the Premises and certain other related Workspace Services and features we may provide. The exact Workspace Services you receive will depend on (a) the product or Workspace Services you have purchased; (b) the Workspace Services available, (c) additional features and Workspace Services selected by you, such as through a “Service Package,” which may be subject to additional guidelines, terms, conditions and/or rules (“**Additional Terms**”), including additional payment obligations.

“Workspace Services” do not include, and we are not involved in or liable for, the provision of products or Workspace Services by third parties (“**Third Party Workspace Services**”) that you may elect to purchase in connection with your Membership, such as group health insurance, gym memberships or payroll services. Third Party Workspace Services are provided solely by the applicable third party (“**Third Party Service Providers**”) and pursuant to separate arrangements between you and the applicable Third Party Service Providers.

Some features of the Workspace Services may be subject to Additional Terms, which will be posted with those features or otherwise communicated to you. Your use of such features will constitute your acceptance of the applicable Additional Terms, and those Additional Terms will be automatically incorporated in this Agreement by this reference.

4. CANNON CONNECT

To use many of the Workspace Services, you must use The Cannon’s Member Portal, Cannon Connect, located at members.thecannon.com. Terms and conditions for Cannon Connect are outlined in Part I of this agreement.

5. CHANGES IN WORKSPACE SERVICES AND TERMS

The availability and scope of the Workspace Services, as well as the availability and scope of benefits we offer in relation to Third Party Workspace Services, are subject to change from time to time in our sole discretion. Without limiting the generality of the foregoing, you acknowledge that the Premises, and the Workspace Services we may offer, are also subject to change from time to time. From time to time, we may also make modifications, deletions or additions to this Workspace Agreement and will provide you with notice of changes to this Agreement or to Workspace Services that apply to you, by emailing the last email address provided by you in your Membership Agreement or by posting a notice on The Cannon Network at <https://thecannon.com/terms>. Most changes will be effective immediately upon notice, except that pricing and fee changes will be effective upon your next subscription period. If you don't agree to the changes, you may cancel your Membership at any time, but note that there are no refunds for early cancellation. Your cancellation will be effective 30 days after notice is submitted, and you will be charged for your final bill on the previously scheduled billing date.

The Cannon reserves the right to terminate your Workspace Membership and any Workspace Services provided hereunder in the event The Cannon no longer has the right to use the Premises (as defined in your Membership Agreement) or is otherwise prevented from providing such Membership or Services. Such termination shall be effective upon The Cannon's delivery of written notice and any prepaid Membership Fees (hereinafter defined) with respect to periods following such termination shall be promptly refunded.

6. AGE REQUIREMENT

The Workspace Services related to Flexible, Resident, and Enterprise Memberships are available only to members and guests who are at or above the legal drinking age unless an exception to this rule has been explicitly specified. Kindly be certain you qualify. You agree to provide us with accurate and complete information about yourself when you register with us and as you use the Workspace Services. Guests under the age of 21 are not permitted in the Premises without prior approval from The Cannon's Community Management Team and will be asked to leave the Premises.

7. PASSWORDS AND KEYCARDS

You agree to not reveal your account password or transfer your keycard or other access device or credentials to anyone else (or let anyone else use your Membership Account), and to not make any copies of any physical keys, keycards, or other means of entry to the Premises (each, an "***Access Device***"). You are responsible for maintaining the confidentiality of your password and security of your Access Device. You must promptly notify us if you suspect your password or Access Device has been compromised. Access Devices provided to you by The Cannon remain our property, and you must return them immediately upon termination or expiration of your Membership. All Access Devices must be purchased from The Cannon upon signup and you will be charged a replacement fee for any lost or damaged Access Devices.

8. PAYING FOR YOUR WORKSPACE MEMBERSHIP

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- a. **Membership Fees and Payment.** By signing up for a Workspace Membership (including any “Service Packages” or meeting room reservations) and providing your payment information, you agree to pay us the recurring or nonrecurring fees associated with the particular Workspace Services you are purchasing, as displayed to you at the time you create your account and/or sign up for the relevant Workspace Services, or as updated by us from time to time upon notice to you. You acknowledge and agree that your membership term begins on the Start Date noted in your Membership Agreement. You acknowledge and agree that the payment method provided by you will be automatically charged the fees and any other amounts you may incur or be liable for (including for damages caused to the Premises or our property) in connection with the Workspace Services. Only a single payment method may be used at any given time to make payments for all Workspace Services you purchase in a single transaction. You must keep your payment information up-to-date and accurate. Recurring fees, which may include recurring membership fees (“**Membership Fees**”) and any other recurring fees you have agreed to in connection with the Workspace Services will be charged on the sign-up date and thereafter on a monthly basis unless we notify you otherwise. Overage fees and other non-recurring fees will be charged within thirty (30) days of you accruing such fees. All fees must be paid in the official local currency of the location of your contracting entity or as otherwise specified by The Cannon.
- b. **Late Fees.** If payment for your Membership Fee or any other accrued and outstanding fee is not made within ten (10) days of the date it is due, you will be responsible for paying the then-current late charge. After one instance of a late payment, The Cannon will implement a late fee on your next bill. The current late fee charge is 10% of your late invoice and will be automatically applied to your next bill. Your use of the Workspace Services may be immediately suspended, and eventually terminated, if we are unable to charge your payment instrument for any reason. When we receive funds from you, we will first apply the funds to any balances which are in arrears and to the earliest month due. Once past balances are satisfied, any remaining portion of the funds will be applied to current fees due.
- c. **Payment Failure.** If payment for your Membership or any other other accrued and outstanding fee is not made within 30 days, your membership at The Cannon will be terminated and will not be restarted until you have made all outstanding payments. All access to the space and any offices will be revoked. If you have a Resident or Enterprise Membership, all materials left inside the premises and inside your office will be held as collateral until payment for all accrued and outstanding fees has been made. If payment is not collected, these items will be donated or disposed of.
- d. **Fee Modifications.** The fees applicable to your account may be subject to modification from time to time, and such modifications will become effective upon your next subscription period. Your continued use of the Workspace Services following notice of any such modifications, and through the next payment date, constitutes your agreement to such modified fees. You may at any time cancel your account as set forth below if you do not agree to any modified fees. You will be notified of any fee modifications no less than 60 days prior to their implementation and in writing via email to your registered email address.
- e. **Payment Disputes.** At any point should you have any questions about a charge we can be reached at info@thecannon.com. The Cannon utilizes Stripe to process our billing, which gives the customer the opportunity to dispute a charge after it is processed. Should you decide to dispute a charge incorrectly or fraudulently, The Cannon will add a \$150 processing fee to your next invoice. Should your bank award the dispute in error despite a fraudulent dispute being filed, The Cannon will add the disputed amount to your next invoice. While a dispute

is being reviewed, all access to the Services will be removed and will not be returned until the dispute is remedied and all disputed funds have been paid by the member.

- f. **No Refunds.** YOU ACKNOWLEDGE THAT THE CANNON IS NOT REQUIRED TO REFUND AMOUNTS YOU PAY TO US FOR USE OF OUR PREMISES OR WORKSPACE SERVICES FOR ANY REASON.

9. USE AND TERMINATION OF WORKSPACE SERVICES

- a. **House Rules.** The House Rules of The Cannon are hereby incorporated into this Agreement. House Rules may be revised from time to time. In general, we expect that you will not perform any activity that is reasonably likely to be disruptive, damaging or dangerous to us, our employees or agents, other members, any guests or any other third parties or any property of any of the foregoing. If you have questions about the guidelines for any of our Premises, please submit a request at info@thecannon.com.
- b. **Service Restrictions.** Your Workspace Membership is specific to you. You cannot add additional members to your account or share your account credentials or Access Device with any other individual. Furthermore, you must not use any Workspace Services or any space you reserve or occupy in any Premises in a “retail,” “medical,” or other nature involving frequent use by or visits from members of the public.
- c. **Operating Hours.** At least one member of The Cannon team will be on-site and/or available 8am – 5pm, M-F, excluding the standard US National Holiday Calendar, the “Working Hours”. While all members will have access to their respective workspace 24/7 via their access control devices, there is no guarantee of workspace related services outside of the Working Hours. All terms noted in this agreement remain in effect both during and outside of Working Hours.
- d. **Security.** All doors to the Premises for which your Access Device is applicable must be secured at all times. All non-credentialed guests must be met at a secure entrance and escorted through the space. The Cannon’s Community Management team will notify you when your guests arrive but will not escort them into the space, and guests will not be permitted to enter without a member escort.

You may be required to present a valid, government-issued photo identification in order to gain access to our Premises. For security purposes, we may regularly record via video certain areas of our Premises. If we deem it reasonably necessary, we may disclose information about you to satisfy applicable law, rule, regulation, legal process or government request, or to protect us, our members, or other individuals, or any of our or their property. It is your obligation to notify any of your guests about this policy.

- e. **Additional Workspace Services.** Additional Workspace Services (herein so called) may be available to you, either in connection with The Cannon or pursuant to special or additional features, Service Packages, or other offerings. For more information about Additional Workspace Services that may be available to you, please submit a request at info@thecannon.com or contact the applicable The Cannon team member. Additional Terms may apply to the Additional Workspace Services, and to the extent you are receiving any Additional Workspace Services, the applicable Additional Terms are hereby incorporated into this Agreement by this reference.

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- f. Conference Rooms.** You may use credits for conference rooms at the Premises during our regular business hours on our regular business days, all subject to availability of such workspaces or conference rooms. At the Company's sole discretion, use of our workspaces and conference rooms may be limited to a predetermined monthly amount of credits per company. Hours booked in excess of any credits would be subject to the standard fees for such Workspace Services. Such fees are subject to change at The Cannon's sole discretion. Your allotment of conference room hours will be outlined in your lease agreement and is dependent on your type of Workspace Membership.

We ask that if members choose to move/relocate furniture, that it is then moved back to its original place of origin. If any furniture is damaged by a member that member's company will be billed for repairs/replacement.

- g. Mail.** Subject to availability, you may elect to receive mail and packages at the Premises. If you have done so, we will accept mail and deliveries on your behalf during the Premises' regular business hours on our regular business days. We will return or dispose of any mail or packages left for more than 30 days and have no obligation to store or receive such mail or packages for more than 30 days of our receipt or if we receive mail or packages after you terminate your Membership. This feature is meant to allow you to accept business correspondence from time to time. It is not meant to provide an address for the receipt of merchandise or personal goods. As such, we have no obligation to accept bulk or oversized mail or packages.
- h. Property.** During the term of your Workspace Membership, we are not responsible for any property you leave behind on a daily basis. It is your responsibility to ensure that you have retrieved all of your personal items prior to leaving each workday. In addition, prior to the termination or expiration of your Workspace Membership, you must remove all of your property from the Premises. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in any of our Premises, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible for paying any fees reasonably incurred by us regarding such removal.
- i. Damage.** You may be held liable (and do hereby authorize us to charge you) for the repair cost for all damage to our Premises and items therein caused by you, your representatives, your guests or your invitees.
- j. Office Space.** If you have an office space in association with your Enterprise Membership, you may decorate the interior of your office space as you prefer, with the exception of any glass in the office space which may only be decorated or altered with Cannon Management approval. Any holes or damage to the office walls, windows or glass will need to be repaired upon your moving out of the office, or any remaining damage will be billed back to the credit card that you have on file with a three (3) day notice. You are not permitted to place any signage in common spaces of the Premises, including the hallways outside of your offices, without Cannon Management approval.
- k. Pets.** Pets of any type are prohibited inside the Premises. The sole exception to this prohibition are officially-designated ADA Certified Service Animals, as long as such service animals are visibly labeled as such. Failure to comply with this section of the Agreement may result in immediate membership termination and/or charges for damages incurred.
- l. Intellectual Property of Others.** You must not directly or indirectly take, copy or use any information or intellectual property belonging to other members or member companies or any of their guests, including without

limitation personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same. The Cannon will not be held liable should your intellectual property be taken, copied, or used without your permission while you are utilizing the Workspace Services.

- m. Technology Release.** We may need to install software onto your computer, tablet, mobile device or other electronic equipment to provide you with the Workspace Services. You acknowledge that your refusal to install such software may affect your ability to properly receive the Workspace Services you have purchased. We may also, but are not obligated to, provide you with technical support at your request. You agree that we (a) are not responsible for any damage to any of your electronic equipment or systems related to such technical support or software installation; (b) do not assume any liability or warranty in the event that any manufacturer warranties are voided; and (c) do not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support. Furthermore, you acknowledge that you have no expectation of privacy with respect to The Cannon's internet connection, networks, telecommunications systems or information processing systems (including any stored computer files, email messages and voice messages), and your activity and any files or messages on or using any of those devices or systems may be monitored at any time without notice, including for security reasons and to ensure compliance with our policies and applicable laws, regardless of whether such activity occurs on equipment owned by you or us.
- n. You and Other Members.** We do not control and are not responsible for the actions of other members or any other third parties. If a dispute arises between members or their invitees, or guests, we shall have no responsibility or obligation to participate, mediate or indemnify any party. We also ask that you and your guests clean up after yourselves in an effort to keep The Cannon clean.
- o. Account Termination.**
- i. If you fail, or if we suspect that you have failed, to comply with any of the provisions of this Agreement at any time, we may, at our sole discretion, restrict your access to your account and the Workspace Services and/or terminate your Membership with immediate effect and without prior notice to you. In addition, we may decline to renew your subscription for any or all Workspace Services at the end of your subscription period for any reason or for no reason. We may also at any time terminate your Membership and Membership Account.
 - ii. You can cancel your Membership at any time by submitting a request at info@thecannon.com. Flexible, Resident and Enterprise memberships each require 30-day notice, and if you submit your cancellation notice within 30 days of your next billing date, your next and final invoice will be prorated to fulfill the remainder of the term of your membership. No refunds will be issued and you will retain access to the workspace for the remainder of your term. If your cancellation involves vacating a physical office, The Cannon may charge you for any expenses incurred based on returning the office to prior working condition, including but not limited to wall repairs, cleaning, repainting, floor repairs, and other items necessary. These items will be added to your final bill and automatically paid via the previous payment method.

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- iii. Our standard terms require a 30-day notice for cancellation, however members have the option to sign longer term agreements, which will be noted on your Member Agreement. If the terms are longer than 30 days, the membership can only be canceled by paying an amount equal to the remaining balance on the contract.
 - iv. Please note that if your individual account was created by a Company, (a) an authorized representative of such Company may at any time terminate your individual Membership by contacting us, and (b) we may terminate your Membership, even if the Company's Membership remains active, and even if you continue to be employed or engaged by such Company. Cancellation will be effective immediately upon our receipt of notice of cancellation. **We do not provide refunds upon termination or cancellation of your account with respect to amounts already paid.** You will remain liable for past due amounts, and we may exercise our rights to collect due payment, despite termination or expiration of your Membership.
 - v. Should you file a dispute on a charge with your bank, we will notify you of receipt of this dispute if it's in error. If the dispute is not withdrawn within 48 hours and The Cannon is forced to provide evidence to the bank regarding the agreed to terms noted in these Terms and Conditions as well as the User Agreement signed and agreed to by you, your access to the Services will be revoked immediately while the dispute is being processed. Until the dispute is resolved or withdrawn, you will have no access to the Services. If your dispute is rejected by the bank following The Cannon submitting evidence and you wish to continue utilizing the Services, there will be a \$150 dispute processing fee that will be due on your next invoice prior to access to the Services being granted again. No refunds will be issued for any time in which you don't have access to the Services.
- p. **Alcohol.** The Cannon may, from time to time, provide beer, wine or other alcohol (collectively, "Alcohol") on or about the Premises. You acknowledge and agree that (i) you may consume Alcohol on the Premises only if you are 21 years of age or older and (ii) if you consume Alcohol on the Premises, you must do so responsibly and in accordance with any rules or regulations imposed by The Cannon in connection therewith. The Cannon reserves the right at any time to disallow possession and/or consumption of Alcohol on the Premises upon notice to you.
- q. **Events.** The Cannon will host events inside a variety of locations inside our spaces. Events can be booked on an hourly or daily basis and rates are set by The Cannon's Community Management team. Event fees are non-refundable and are dependent on the size, type, timing, and technical requirements of each event. Event attendees are required to abide by the applicable terms and conditions contained in this Agreement, as well as The Cannon's House Rules, while inside the facility. Guests who do not abide by the applicable terms and conditions of this Agreement and/or the House Rules may be asked to leave the facility. Any damage to the facility will be billed directly back to the payment method used for the rental. Any trash that is left in the event space that is not priorly scheduled to be cleaned up by our cleaning staff will be added to the subsequent invoice for the member company that reserved the space.

10. ADVERTISEMENTS, ENDORSEMENTS, AND TESTIMONIALS

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- a. **Advertisements.** In using the Workspace Services, you may encounter advertisements from Third Party Service Providers and our other business partners, which may be targeted to you based on certain information you provide to us or that we collect based on your use of the Workspace Services. The types and extent of advertising are subject to change. In consideration for us granting you access to and use of the Workspace Services, you agree that we, such Third Party Service Providers and our other business partners may provide you with such advertising from time to time.
 - b. **Endorsements and Testimonials.** From time to time, we may also publish testimonials by users and members related to their experiences with the Workspace Services. These testimonials are the users' subjective opinions, and they represent individual results. We neither verify them nor claim that they are typical results that others will generally achieve. Names, locations, dates and other information may have been changed to protect the privacy of the individuals involved. All other testimonials and endorsements of any type, format or nature posted by users are not verified by us, and we make no warranty or representation as to their accuracy. You should be cautious when relying on any testimonials or endorsements, and you should assume the results described therein are not typical.
 - c. **Use of The Cannon Name, Photos of the Premises.** You may not take, copy or use for any purpose the name "The Cannon" or any of our other business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property or modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of The Cannon property, without our prior consent.

11. LIMITATIONS OF LIABILITY/INDEMNIFICATION

- a. **Waiver and Release of Claims.** To the extent permitted by law, you, on your own behalf and on behalf of your Representatives and your or their guests and invitees, waive any and all claims, liabilities, damages, expenses, including attorneys' fees and rights ("Claims") against us and our landlord(s) at the Premises and our affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, "The Cannon Parties") resulting from (a) injury or damage to, or destruction, theft, or loss of, any property or (b) any bodily injury, sickness, disease, disability, or death of any person, and release The Cannon Parties from any such Claims. Without limiting the generality of the foregoing, the release in this Section shall apply to all Claims resulting from or arising in connection with the consumption of Alcohol by you or your Representatives, or your or their guests and invitees.
- b. **Liability for Third Party Actions.** We are not liable for the actions of other individuals. We do not control and are not responsible for the actions of other individuals using the Workspace Services or at our Premises. You should be aware that other users or members may not be who they claim to be. We do not perform background checks on our users or members, nor do we guarantee that our users' or members' profiles are accurate. We do not endorse, support, or verify the facts, opinions or recommendations of our users or members.
- c. **Third Party Products/Services.** We do not have liability for third party products or services. The Workspace Services may provide you with access to third party products or services. The Workspace Services may also provide you with access to advertisements from our other third party business partners. We are not responsible for the content of these advertisements or any links, products, services, or other materials relating to any third party products, services, advertisements, or other materials. In no event will

we be liable, directly or indirectly, to anyone for any damage or loss relating to any use of or reliance on any advertisement on the Workspace Services or any products, services, or other materials relating to any advertisement. You agree that our making available access to or discounts for these third party services does not constitute provision of such third party services by us, and you will 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 you may incur in connection with such third party services.

- d. **Limitation of Liability.** To the extent permitted by law, the aggregate monetary liability of any of The Cannon Parties to you or your employees, agents, guests or invitees for any reason and for all causes of action, whether in contract, tort, breach of statutory duty, or other legal or equitable theory will not exceed the total amounts paid by you to us under this Agreement for the product or service from which the claim arose in the twelve (12) months prior to the claim arising. None of The Cannon 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, or for the cost of any substitute goods, services or technology. You acknowledge and agree that you may not commence any action or proceeding against any of The Cannon Parties, whether in contract, tort, breach of statutory duty, or other legal or equitable theory, unless the action, suit, or proceeding is commenced within one (1) year of the cause of action accrued. For the avoidance of doubt, nothing in this Agreement will exclude our liability for (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation or (c) any breach of any implied terms which cannot lawfully be excluded.
- e. **Disclaimer of Warranties and Implied Terms.** The Workspace Services are provided “AS IS”. To the extent permitted by law, we disclaim all warranties and terms, express or implied, with respect to the Workspace Services, including warranties, terms or representations as to the availability, operation, performance and/or use of our Workspace Services, or any other materials on or accessed via the Workspace 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, course of performance or usage in trade.
- f. **Exclusions.** Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the exclusions and limitations above may not apply to you. In such an event, such exclusions and limitations shall apply to the maximum extent allowed under applicable law.
- g. **Indemnity.** You, on behalf of yourself and on behalf of your Representatives, agree to indemnify, defend and hold harmless The Cannon Parties from and against any and all Claims resulting from any breach of this Agreement by you or your Representatives, or your or their guests or invitees, or from any of your or their actions or omissions, **REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED IN WHOLE OR IN PART UPON THE CANNON PARTIES’ NEGLIGENCE**, and The Cannon will have sole control over the defense of any such Claims. You are responsible for the actions of and all damages caused by all persons that you, your Representatives or your or their guests invite to enter any of the Premises. You shall not make any settlement that requires a material act or admission by any of The Cannon Parties, imposes any obligation upon any of The Cannon Parties or does not contain a full and unconditional

release of The Cannon Parties, without our written consent. None of The Cannon Parties shall be liable for any settlement made without its prior written consent.

12. PANDEMIC ASSUMPTION OF RISK, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

The Cannon has put in place preventative measures to reduce the spread of infectious diseases; however, The Cannon cannot guarantee that you or your Representatives will not become infected with an infectious disease.

In consideration for being permitted to use any of The Cannon's Workspace Services, programs, equipment and facilities, including, but not limited to, access to and use of member-only events and offerings, whether on property owned by The Cannon or offsite (the "**Facilities**"), the undersigned (the "**Undersigned**"), on behalf of himself or herself and his or her Representatives hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such Facilities and that the Undersigned finds and accepts such Facilities as being safe and reasonably suited for use by the Undersigned.

In addition, the Undersigned acknowledges that the disease caused by a novel coronavirus, COVID-19, infections have been confirmed throughout the United States, including cases in Texas. In accordance with guidance and protocols issued by the WHO, the Centers for Disease Control and Prevention ("CDC"), and the Texas Department of Health for slowing the transmission of COVID-19, the Undersigned hereby agrees, represents, and warrants that the Undersigned and his or her Representatives will not visit or use the Facilities (other than any exclusively online Workspace Services and programs) within fourteen (14) days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, or (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice. The CDC Travel Health Network is continuously updating the list of areas subject to a CDC Level 3 Travel Health Notice, and the Undersigned agrees that he or she is aware of this list and the countries listed. The Undersigned agrees to check the CDC Travel Health Notices list at <https://wwwnc.cdc.gov/travel/notices> prior to utilizing the Facilities, on a daily basis if necessary. The Undersigned hereby agrees, represents, and warrants that the Undersigned and his or her Representatives will not visit or utilize the Facilities (other than any exclusively online Workspace Services and programs) if he or she (i) within the past 14 days, has experienced symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, (ii) has been exposed to any person within the past 14 days who was experiencing symptoms of COVID-19 or who had a suspected or diagnosed/confirmed case of COVID-19, or (iii) has a suspected or diagnosed/confirmed case of COVID-19. The Undersigned agrees to notify The Cannon immediately if he or she experiences symptoms of COVID-19 within 14 days after visiting the Facilities or learns that he or she was exposed to someone who had a suspected or diagnosed/confirmed case of COVID-19 within the 14-day period prior to visiting the Facilities.

The Cannon has taken certain steps to implement recommended guidance and protocols issued by the United States and Texas public health agencies for slowing the transmission of infectious diseases, including, without limitation, the access/use restrictions set forth above. The Undersigned acknowledges and agrees that The Cannon may revise its procedures at any time based on updated recommended guidance and protocols issued by such public health agencies

and further agrees to comply with The Cannon's revised procedures prior to utilizing the Facilities. The Undersigned further acknowledges and agrees that, due to the nature of the Facilities, social distancing of 6 feet between persons may not always be possible to maintain. The Undersigned fully understands and appreciates both the known and potential dangers of using the Facilities and acknowledges that use thereof by the Undersigned and his or her Representatives may, despite The Cannon's reasonable efforts to mitigate such dangers, result in exposure to any infectious disease, which could result in quarantine requirements, serious illness, disability, and/or death.

In further consideration of being permitted to use the facilities for any purpose, the Undersigned hereby agrees to the following:

- a. The Undersigned, on his or her behalf and on behalf of his or her representatives, hereby releases, waives, discharges and covenants not to sue the cannon, its directors, officers, employees, contractors, volunteers, agents, and affiliates or any of such affiliate's directors, officers, employees, contractors, volunteers, and agents (collectively, "the cannon parties") from all liability, claims, demands, losses, or damages, whether known or unknown, to the Undersigned or his or her representatives (or to any person who may contract infectious diseases, directly or indirectly, from the Undersigned or his or her Representatives) caused or alleged to be caused in whole or in part by covid-19 or any other infectious disease and relating to or arising from the use of the facilities or any premises or equipment therein, or by the participation in any program affiliated with the cannon, in each case without regard to whether such liability, claim, demand, loss, or damage was caused by the fault or negligence, active or passive, of any of The Cannon Parties. The Undersigned further agrees that if, despite the preceding, the undersigned or his or her representatives, or anyone on such person's or persons' behalf, makes such a claim or demand against any of the cannon parties, the Undersigned will indemnify, defend save, and hold harmless each of the cannon parties from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim or demand.
- b. The Undersigned understands and agrees that The Cannon is not required to, and will not, provide insurance to cover the Undersigned or his or her Representatives in the event they suffer illness, injury, death, property loss, theft or damage of any sort as a result of their use of the Facilities or any premises or equipment therein or participating in any program affiliated with The Cannon.
- c. The Undersigned agrees and acknowledges that use of The Cannon Facilities and participation in The Cannon's programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. **THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE** to the Undersigned or his or her Representatives due to the fault or negligence, active or passive, or otherwise while in, about or upon the Facilities and/or while using the Facilities or any premises or equipment thereon or participating in any program affiliated with The Cannon. The Undersigned acknowledges that any illness or injuries that the Undersigned or his or her Representatives contract or sustain may be compounded by negligent first aid or emergency response and **WAIVES ANY CLAIM IN RESPECT THEREOF.**
- d. The Undersigned further expressly agrees that the foregoing pandemic assumption of risk, release and waiver of liability, and indemnity agreement is governed by, and is intended to be as broad and inclusive

as is permitted by, the laws of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

- e. By signing the Membership Agreement, the Undersigned confirms and agrees that he or she has carefully read and is voluntarily signing this assumption of risk, release and waiver of liability, and indemnity agreement freely and without duress, and that no oral representations, statements, assurances, or inducement of any nature apart from the foregoing written agreement have been made. The Undersigned further confirms and agrees that by signing this Agreement the undersigned is giving up valuable legal rights, including the right to recover damages from The Cannon Parties in case of illness, injury, death loss, or damage relating to exposure to any infectious disease at any of The Cannon's facilities, programs, or events and any illness, injury, death, loss, or damage resulting therefrom. The Undersigned also understands and agrees that this document is a promise not to sue and a release of and indemnification for all claims.

13. COOPERATION

You agree to cooperate with us. From time to time, we may investigate any actual, alleged, or potential violations of this Agreement. You agree to cooperate fully in any of these inquiries. You waive any and all rights against The Cannon Parties, and agree to indemnify, defend, and hold them harmless in connection with any Claims relating to any action taken by us as part of our investigation.

14. GENERAL PROVISIONS

- a. **What if some terms and conditions of this Agreement are not enforceable?** This Agreement, any Additional Terms as well as our House Rules, Privacy Policy (located at **The-Cannon/privacy-policy**), and any future-specific guidelines, terms or rules that may be posted or provided to you constitute the entire agreement between us regarding the Workspace Services and supersede and merge any prior proposals, understandings and contemporaneous communications. If any provision of this Agreement and/or any feature-specific guidelines, terms or rules that may be posted or provided to you are held to be unenforceable, then that provision is to be interpreted either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this paragraph, the rest of this Agreement and/or any feature-specific guidelines, terms or rules that may be posted or provided to you are to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
- b. **Nature of this Agreement.** Notwithstanding anything in this Agreement to the contrary, this Agreement in no way shall be construed so as to grant you any title, lease, easement, lien, possession or related rights in our business, Premises or anything contained in our Premises. This Agreement create no tenancy interest (including any security of tenure), leasehold estate, or other real property interest. Neither party will in any way misrepresent our relationship.

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- c. **OFAC.** You hereby represent and warrant that you are not, nor will you be at any time while you are a Member, an entity or individual listed on the Specially Designated Nationals and Blocked Persons List published by the U.S. Department of Treasury, as updated from time to time.
 - d. **Contacting Us.** If you have any questions relating to this Agreement, please contact us at info@thecannon.com.