

Amendment to WeWork Membership Agreement

Additional Technology Services Terms and Conditions

This amendment (the “**Tech Amendment**”) to the applicable membership agreement, as amended and including all applicable policies and terms incorporated therein, for the Office Space where the Tech Service (as defined below) will be provided (together the “**Agreement**”), is made between WeWork and Member Company. In the event of a conflict between the terms of the Agreement and the Tech Amendment, this Tech Amendment will govern with respect to the Tech Service (as defined below) only. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

Member Company will purchase *add-on* technology products and/or services, including but not limited to Public IP Address, Private V-Lan, Enterprise Direct Connect, Private Wi-Fi SSID and Firewall (each a “**Tech Service**”), which shall become a part of the Services and be subject to the terms of the Agreement. This Tech Amendment shall be in full force and effect upon execution of this Tech Amendment and WeWork’s email confirmation to Member Company. Purchase of any Tech Service shall indicate Member Company’s acceptance of the following terms and conditions:

1. Tech Service. WeWork or a duly authorized third party provider (the “**Service Provider**”) will provide the Tech Service to Member Company during the Term. Availability of the Tech Service may vary by geographical area or by Premises.

2. Tech Service Fee. Member Company agrees to pay the fee(s) for the Tech Service to WeWork subject to the billing terms and payment schedule in the Agreement. Charges for the Tech Service are as set forth herein or in the *Account Central* platform, as applicable, which Member Company has reviewed and agrees to, and will appear on Member Company’s monthly invoice for the Membership Fee(s). WeWork reserves the right to modify the Tech Service fee upon 30 (thirty) days’ prior notice. If Member Company does not agree with said WeWork’s modification, Member Company will have the cancellation right as set forth herein. Member Company agrees that set-up fees for the Tech Service will apply and that such set-up fees are non-refundable.

3. Connectivity and Internet Access. Neither the Agreement nor this Tech Amendment shall be construed as a telecommunications service agreement, and WeWork shall not be construed as a telecommunications provider either through the Agreement or this Tech Amendment.

4. Hardware. Any hardware provided or licensed to Member Company in connection with the Tech Service shall remain the property of WeWork or the Service Provider.

5. Cancellation. Unless otherwise indicated in the Agreement, Tech Service(s) may be cancelled by Member Company with five (5) days notice before the last day of the month by either (a) contacting a WeWork sales representative, or (b) submitting a cancellation in Account Central. Such cancellation will be effective as of the first day of the following month. If a cancellation request is submitted by Member Company in less than five (5) calendar days before the end of the month, Member Company will be responsible for the Tech Service fee(s) through the last day of the following month and cancellation will be effective as of the first day of the subsequent month. Unless required by law, WeWork will not provide any refunds. Upon cancellation of the Tech Service(s) Member Company will remain liable for any past due fee(s), and WeWork may exercise its rights to collect due payment.

6. No Warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WEWORK MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT THE TECH SERVICE WILL BE FREE OF INTERRUPTIONS OR THAT ALL VULNERABILITIES, INCLUDING SECURITY THREATS AND BREACHES, WILL BE DETECTED OR THAT THE PERFORMANCE OF THE TECH SERVICES WILL PROTECT FROM OR AVOID MEMBER COMPANY'S SYSTEMS FROM ANY VULNERABILITY, INCLUDING SECURITY THREATS AND BREACHES. THE TECH SERVICE WILL BE PROVIDED AS-IS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW (A) THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE, AND NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED REGARDING THIRD PARTY SERVICES, AND WE ARE NOT RESPONSIBLE IN ANY WAY FOR THE CONTENT OF ANY LINKS, PRODUCTS, SERVICES OR OTHER MATERIALS RELATING TO ANY THIRD PARTY SERVICES; AND (B) WEWORK MAKES NO WARRANTY THAT ANY ADVICE GIVEN TO MEMBER COMPANY CONSTITUTES PROFESSIONAL ADVICE, NOR SHOULD IT BE RELIED ON AS SUCH.

7. Prohibited uses of Tech Service. Member Company shall not export or re-export any services, software, technical data or Intellectual Property, or undertake any transaction in violation of any such export and import laws, in accordance with the applicable laws. To the extent that Member Company has access to WeWork's data or network closets, Member Company shall not access, open, or connect any device to any equipment, nor alter, modify, or remove any equipment in the data closet, without WeWork's express consent. Any misuse of the Tech Service or breach of this provision may result in suspension or cancellation of Member Company's use of the Tech Service or the Membership, at WeWork's sole discretion.

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Updated: April 16, 2021.