



San Angelo
STUDIOS
a coworking space

TERMS OF USE & HOUSE RULES

TERMS OF USE**I. Acceptance of Terms**

The facilities and services San Angelo Studios ("San Angelo Studios") provides to its members and all other guests, (as described below) are subject to the following Terms of Use (the "TOU"). In addition to this TOU, members and all other guests must comply with the San Angelo Studios "House Rules" which may be posted from time to time at San Angelo Studios. In addition to this TOU, members and all other guests must also comply with the rules and regulations of the Newton Building, where San Angelo Studios is located.

San Angelo Studios reserves the right to update the TOU and House Rules at any time. Use of San Angelo Studios by members and guests shall not be construed to create a partnership, joint venture, investment, landlord/tenant, agency, or other relationship between San Angelo Studios and its members or guests.

San Angelo Studios is located at 12 E. Twohig, Suite 200, San Angelo, Texas 76903.

II. Description of Services

San Angelo Studios provides its members and other guests with access to office facilities, co-working facilities, work stations, Internet access, office equipment, conference facilities, event space, knowledge resources, and other services as San Angelo Studios may provide from time to time (each a "Service" and collectively the "Services"). The Services are at all times subject to this TOU.

III. Unlawful or Prohibited Uses

Members and guests agree that when using the San Angelo Studios facility and services, and the Newton Building, you will not engage in the following unlawful or prohibited uses:

Publish, post, upload, distribute or disseminate any illegal, inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information;

Upload, or otherwise make available, files that contain images, photographs, software or other material prohibited by law or protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;

Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;

Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;

Violate any house rules, code of conduct of other guidelines of San Angelo Studios or the Newton Building;

Create a false identity for the purpose of misleading others;

Cause any unnecessary janitorial labor by reason of carelessness or indifference in the preservation of good order and cleanliness;

Use San Angelo Studios or the Newton Building for lodging;

Install, maintain or otherwise locate any computer server at San Angelo Studios;

Bring or use any hazardous substances to San Angelo Studios or the Newton Building, including but not limited to: kerosene, propane, gasoline or flammable or combustible fluid or material, hazardous materials, or any method of heating or cooling other than that provided by San Angelo Studios;

Bring or use any firearms or weapons to San Angelo Studios or the Newton Building;

Bring or use narcotics or other banned substances at San Angelo Studios or the Newton Building;

Store goods, wares or merchandise at San Angelo Studios;

Consume alcohol if below the legal drinking age.

IV. Cellular Phones and Mobile Devices

San Angelo Studios encourages its members and guests to avoid using cellular phones or other mobile devices in a disruptive or noisy manner. San Angelo Studios requests that everyone keep their phones on vibrate while at San Angelo Studios and use a private area, such as a conference room or lobby, or step outside the facility for calls lasting longer than three (3) minutes.

V. Alterations and Signage

Members and guests may not make any changes, alterations, or improvements to the San Angelo Studios or the Newton Building facilities. Members and guests may not place any signs or other advertising at San Angelo Studios without the prior express written consent of San Angelo Studios. Members and guests may not otherwise place or distribute any signs, advertising or other marketing materials at the Newton Building.

VI. Use of San Angelo Studios Name

Members and guests may not use the San Angelo Studios name without the express prior written consent of San Angelo Studios, unless San Angelo Studios has agreed to as their business address, and San Angelo Studios is not opposed.

VII. Disclosure of Member Information

San Angelo Studios may publish certain member information on its website(s) and social media accounts, including but not limited to the member's name, business or company, position, photo and website information.

VIII. Internet Service and Network Usage

San Angelo Studios seeks to provide reliable, secure, high speed internet access, and any interruptions will be addressed promptly. However, in the event of a service interruption, San Angelo Studios is not responsible for any data, business, or other damage or losses. Similarly, San Angelo Studios is not responsible for damage or losses resulting from power surges, computer malware or viruses, or other malicious network attack. Members and guests may not share the high-speed Internet service, whether in wired or wireless form with or for the benefit of non-members, or to engage in activities requiring an unreasonable amount of bandwidth. Members and guests may not transmit bulk email in any form via the internet service provided by San Angelo Studios, or otherwise engage in activities that could damage, disable, overburden, or impair any San Angelo Studios server. Members and guests may not attempt to gain

unauthorized access to any accounts, computer systems or networks connected to any San Angelo Studios server through hacking, password mining or any other means.

IX. Electricity Usage

San Angelo Studios is designed to provide standard office use electrical facilities and office lighting. The Member shall not use any equipment or devices that utilize excessive electrical energy or which may overload the wiring or interfere with electrical service to other occupants of San Angelo Studios or violate any law, ordinance or rule or regulation of any utility company or governmental agency or authority. Electrical power can fluctuate during normal usage and accordingly members and guests are encouraged to use surge protectors and any other necessary equipment for protection against spikes or dips in electrical power. San Angelo Studios is not responsible for any damage to equipment suffered as a result of electrical conditions.

X. Facility Access

San Angelo Studios members may access the San Angelo Studios facility at the following times:

Designated Members: 24 hours a day, 7 days a week with exceptions to be provided by San Angelo Studios at will. Key is distributed after background check is complete.

Shared and Virtual Members: Monday through Friday from 9 am to 5:00 pm CST with exceptions to be provided by San Angelo Studios at will.

Guests who are not members may access the San Angelo Studios facility at the following times: Monday through Friday from 9 am to 5:00 pm CST

XI. Member and Non-Member Fees

Fees for San Angelo Studios memberships, conference room reservations, passes, event space rentals and other fees for members and non-members are posted on the San Angelo Studios website at www.sanangelostudios.com.

San Angelo Studios may deny or otherwise restrict access to members that have not paid the applicable fees.

XII. Renewals and Terminations

This Agreement is automatically renewed at the end of each period with consent of each party.

The TOU must be adhered to at all times. Failure to follow TOU can result in non renewal or even early termination of the usage license. San Angelo Studios reserves the right to terminate this TOU or any Service at any time, immediately and without notice.

Members may terminate this Agreement by giving a written notice of termination. Termination shall be in effect as of the end of that membership month. Prorated months are not refunded.

XIII. Non-Member Visitation and Meetings

Non-members who are invited to San Angelo Studios as guests of a member are subject to a daily visitation limit of two (2) hours. Further, members may not hold more than ten (10) separate non-member meetings at San Angelo Studios in any month. A guest is defined as a person who does not have a membership. A non-member meeting is defined as a single contiguous block of time during which the same set of people

meet, at least one of whom is not a member. Members shall be responsible for their guests and shall be liable for all acts of such guests.

XIV. Lost or Stolen Property

Although San Angelo Studios seeks to maintain a safe, crime free, and stress free environment, San Angelo Studios is not responsible for lost or stolen property.

XV. Insurance

San Angelo Studios recommends all Designated Members obtain a form of renter's insurance if they plan to leave items behind.

XVI. Disclaimer of Warranties

To the maximum extent permitted by applicable law, San Angelo Studios provides the services "as is" and with all faults, and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you.

XVII. Exclusion of Incidental, Consequential and Certain Other Damages

To the maximum extent permitted by applicable law, in no event shall San Angelo Studios or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly or individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of San Angelo Studios, and even if San Angelo Studios has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability, for consequential or incidental damages, the above limitation may not apply.

XVIII. Limitation of Liability and Remedies

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of San Angelo Studios or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this TOU and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to twenty dollars (USD \$20.00). The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

XIX. Termination

San Angelo Studios reserves the right to terminate this TOU or to suspend use of any Services at any time, without notice.

XX. Indemnification

You release, and hereby agree to indemnify, defend, protect and hold harmless San Angelo Studios and its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any legal fees and costs incurred by San Angelo Studios or its respective officers and agents in connection with the defense of such claim or lawsuit.

XXI. Severability

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

XXII. Governing Law and Jurisdiction

The TOU shall be governed, construed and interpreted by, through and under the laws of the State of Texas. Any dispute under the TOU shall be subject to the exclusive jurisdiction of the courts located in Tom Green County, Texas.

HOUSE RULES

San Angelo Studios is a coworking space that provides visitors with a quiet area where they can concentrate on work, boosting their productivity as well as widening their circle of acquaintances and possibly business contacts. However, one should keep in mind it is first and foremost a workplace where a set of house rules applies. If you fail to follow these, you will lose the right to come to or work in the coworking space.

1. Community Guidelines

San Angelo Studios is not a place for hatred, abuse, discrimination, disrespect, profanity, meanness, harassment, or spam.

Please do not use the Services to promote violence, degradation, subjugation, discrimination or hatred against individuals or groups based on race, ethnic origin, religion, disability, gender, age, veteran status, sexual orientation, or gender identity;

Please do not use the Services to promote videos that are sexually explicit or post links to sites that contain sexually explicit material or show people or animals being hurt or degraded;

Please do not spam other Users with unsolicited or unauthorized offers of goods and services, advertising, promotional material, junk mail, spam or chain letters, or inappropriate messages;

Please do not engage in any activity that interferes with or disrupts the proper working of the Services or any activities conducted on the Services; or

Please do not represent products created by others as your own creation, or act as a reseller of others' products;

San Angelo Studios reserves the right to terminate User Accounts for such activities.

2. The spaces

Using shared spaces, taking care of the property

Each designated space comprises a table with a chair, trashcan, filing cabinet and wireless or cable internet access.

It is necessary to respect foreign property. In case of furniture or property damage arising out of negligence, you need to arrange a replacement or pay for the damage.

You should not bring your own furniture to the coworking space or stick posters on the walls without prior permission. If you think you have a really good idea for a new wall decoration, you are welcome to present it to the community manager.

Everyone should endeavor to make the shared office spaces pleasant for all users. The temperature of the room should be such that it will suit most users. We normally avoid under- or overheating, as it is a waste of valuable energy. Using one's own heaters is not allowed.

We are fond of pets, your well behaved dog is welcome at San Angelo Studios; you will be required to keep it at your desk and clean up after it; not limited to shedding, slobber.

We are an office environment, we understand that working family members occasionally have a child in tow, San Angelo Studios has created a small work area for young children, if they must come with you to work, please ensure they are on their best behavior and respect the environment. San Angelo Studios is not a daycare or playground, so bringing your children on a regular basis is not allowed.

3. Conference room

There is 1 conference room available.

The furniture in the conference room should stay there at all times.

The conference room can be used for business meetings, loud phone calls and Skype conferences.

Do not let the conference room become your second home – to use it, you need to book it through an online schedule.

The conference room can also be used without prior reservation but only providing that it is not reserved.

4. Use of coffee bar

Our coworking space includes a coffee bar that can be used by all coworking members.

You might consider using labels with your name on the food and beverages you keep in the fridge in the kitchenette in the common space of the Newton Building, the fridge in San Angelo Studios is reserved for San Angelo Studios focused items only.

Everyone is responsible for keeping the coffee bar and kitchenette clean and tidy.

5. Noise

General - Coworking is a shared working environment so everyone should make their best effort to maintain a quiet working atmosphere.

Phone calls - When speaking on the phone, please adjust the volume of your voice. If your phone call might disrupt other people using the coworking space, please make your phone call in the conference room, the Newton Building Lobby or outside.

We suggest you put your cell phone on vibrate mode to prevent disturbing others.

6. Visits

Although visitors are allowed in the coworking space, everyone needs to abide by the rules concerning the voice level. Invite your private visitors to the bar and your business visitors to the conference room.

7. Cleanliness

All coworking members are responsible for keeping the common rooms clean and tidy, which means that everyone should clean their desk and take care of the garbage once they have finished working for the day.

Cleaning supplies are kept in dedicated places.

8. Use of the internet

Users of the coworking space have free access to the wireless network. Ask the Community Manager for the password. Illegal data file download (torrent) is not allowed. Do your best toward fair internet usage.

6. Printing

Printing for coworking members is included in your membership fee although excessive printing must be done elsewhere, we have a membership with an online printer for discounted items.

Shared and Designated Members are assigned a printer code.

Shared Members get 250 black and white pages per month, and 50 color pages per month.

Designated Members 500 black and white pages per month, and 100 color pages per month.

Additional printing is available \$.10 per black and white; \$.20 per color.

For document scanning or in case of any difficulties, the tenants can upload the relevant documents on a USB key and complete the desired task directly on the printer.

7. Security

Even in a city as lovely as San Angelo, we don't want just anyone to be able to walk in and start working or have access to your digital data. San Angelo Studios will open from 9am to 5pm, Monday - Friday, Shared Members are welcome during this time; Designated Members will be held responsible for any one they allow into San Angelo Studios outside of normal working hours. Please be cautious when exiting.