

BRUNO WORKS MEMBERSHIP AGREEMENT

This CO-WORKING MEMBERSHIP AGREEMENT IS entered into by and between we do property management, inc, t/a/d/b/a Bruno Works, having an address of 945 Liberty Avenue, Pittsburgh, PA 15222 (“Bruno Works”), and Member specified in Section 17.

Bruno Works offers office space and certain office services to persons and entities for a fee;
Members seek office space and certain office services which Bruno Works offers for a fee;
The parties to this Agreements, with the intent to be mutually and legally bound, agree as follows:

1. Acceptance of Terms.

Bruno Works will provide to Member certain services (including but not limited to use of office space, access to internet and use of certain office equipment) all of which will be subject to the following Terms of Use (“TOU”). Bruno Works retains the right to update, amend and/or change the TOU at any time without prior notice to Member.

2. Description of Services.

Bruno Works will provide Member with access to office space, work stations, internet access, office equipment, and other services as Bruno Works may provide from time to time (collectively “Services”) all located on the 5th and 6th floors of the Bruno Building, 945 Liberty Avenue, Pittsburgh, PA 15222 (the “Premises”).

3. Use of Services.

Member, when participating in or using the Services, will not:

- a. Disturb other licensees and recognize their right to quiet enjoyment of the premises. Member shall not listen to radios and other such equipment except with headphones; will conduct phone conversations quietly or use the phone room ensuring that all noise that might disturb other members be kept to a minimum;
- b. Lend keys or give codes to anyone; allow a nonmember to use the space unless accompanied by Member; be responsible for your Members’ guests’ actions at all times;
- c. Bring pets into the Premises at any time;
- d. Bring bicycles into the Premises without permission.
- e. Place any signs or lettering anywhere in the Premises or the building.
- f. Keep any flammable or hazardous substances in the Premises.
- g. Spam, post or download files that Member knows or should know are illegal or that Member has no rights to; access any other device connected to the Bruno Works network or the Internet that Member does not have permission to access;
- h. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, spimming or any duplicative or unsolicited message (commercial or otherwise);
- i. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- j. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Bruno Works servers.
- k. Use any material or information, including images or photographs, which are made available through the services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;

- l. Upload files that contain viruses, Trojan Horses, Worms, time bombs, candlebots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another. All laptops other than Macs must have antivirus software installed.
- m. Restrict or inhibit any other Member from using and enjoying the Services.
- n. Violate any code of conduct or other guidelines which may be applicable for any particular Service (including the Building Rules for 945 Liberty Avenue);
- o. Harvest or otherwise collect information about other, including email addresses, without the authorization or consent of the disclosing party.
- p. Violate any applicable laws or regulations.

4. No Unlawful or Prohibited Use.

As a condition of Member's use of the Services, Member will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. Member may not use the Services in any manner that could damage, disable, overburden, or impair any Bruno Works server, or the network(s) connected to any Bruno Works server, or interfere with any other party's use and enjoyment of any Services. Member may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any Bruno Works server or to any of the Services, through hacking, password mining or any other means. Member may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. Member hereby represent and warrant that it has all requisite legal power and authority to enter into and abide by the terms and conditions of this Agreement and TOU and no further authorization or approval is necessary. Member further represents and warrants that its participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which it is a party.

5. Information disclosure

Bruno Works reserves the right at all times to disclose any information about Member, its participation in and use of the Services as Bruno Works deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Bruno Works' sole discretion.

6. Confidentiality

- a. Member acknowledges and agree that during its participation in and use of the Services you may exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by Bruno Works or any participant of used of the Services or any employee affiliate, or agent thereof, that is non-public, confidential or proprietary in nature. Confidential information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of Bruno Works, any analyses, compilations, studies or other documents prepared by Bruno Works or otherwise derived in any manner from the Confidential Information that you are obliged to keep confidential or know or has reason to know should be treated as confidential.
- b. Member's participation in and/or use of the Services obligates it to
 - 1. maintain all Confidential Information in strict confidence;
 - 2. not to disclose Confidential Information to any third parties;
 - 3. not to sue the Confidential Information in any way directly or indirectly detrimental to Bruno Works or any participant or user of the Services.

4. All confidential information remains the sole and exclusive property of Bruno Works or the respective disclosing party. Member acknowledges and agrees that nothing in this TOU or its participation or use of the Services will be construed as granting any rights to it, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property proprietary rights of Bruno Works or any participant or user of the Services.

7. Participation in or Use of Services:

Member acknowledges that it is participating in or using the Services at its own free will and decision. Member acknowledge that Bruno Works does not have any liability with respect to its access, participation in, use of the Services, or any loss of information resulting from such participation or use.

8. Disclaimer of Warranties.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BRUNO WORKS 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 MEMBER.

9. Exclusion of Incidental, Consequential and Certain Other Damages.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BRUNO WORKS 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 AND 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 Bruno Works, AND EVEN IF Bruno Works 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 TO MEMBER.

10. Limitation of Liability and Remedies.

NOTWITHSTANDING ANY DAMAGES THAT MEMBER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF BRUNO WORKS 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 MEMBER'S EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES

INCURRED BY MEMBER BASED ON REASONABLE RELIANCE UP TO TEN DOLLARS (USD \$10.00). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 8 AND 9 ABOVE) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

11. Termination.

- a) Bruno Works reserves the right to terminate any Service at any time. Bruno Works further reserves the right to terminate Member's participation in and use of any Services, immediately and without notice, if Member fails to comply with the TOU.
- b) Member shall notify Bruno Works if Member wishes to terminate this agreement five (5) days before the monthly renewal date of this agreement. (See Section 21 for monthly renewal date). If Member notifies Bruno Works after that date, then the next month's membership fee will be due and owing to Bruno Works.

12. Non-Disparagement

Member shall, during and after the participation in and use of the Services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding Bruno Works, or any of Bruno Works' officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

13. Indemnification.

Member releases, and hereby agrees to indemnify, defend and save harmless we do property management,inc., t/a/d/b/a Bruno Works and Bruno Works' 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 Member's negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. Member further agrees in the event that it brings a claim or lawsuit in violation of this agreement, Member shall be liable for any attorney's fees and costs incurred by either we do property management inc. t/a/d/b/a Bruno Works or its respective officers and agents in connection with the defense of such claim or lawsuit.

14. Severability

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

15. Insurance.

As required by the owner of the Bruno Building, 945 Liberty Avenue, we do property management inc. t/a/d/b/a Bruno Works carries Liability and Business Personal Property insurance. As a user, Member is not required but it is strongly suggested that you carry a Renters Insurance policy to cover its own equipment while using the Premises.

16. Invoicing and Payment

Member will pay monthly in advance based on Member's membership option. Payment is required at the membership period. If payment is not made on time, we do property management inc. t/a/d/b/a Bruno Works may terminate this agreement.

17. Agreement as License

This Agreement constitutes a License to use the Premises in accordance with the terms of this Agreement and not in any way constitutes a lease or sub-lease.

18. Member's use of the Premises

Member understands other persons and entities will have access to the Premises and therefore Member shall not interfere with other persons or entities use of the Premises. Member understands that Member shall not have the permanent use of any space in the Premises except under written agreement with Bruno Works.

19. Miscellaneous:

- (a) This Agreement shall inure to the benefit of and bind the parties hereto and their successors, heirs, and assigns.
- (b) This Agreement shall constitute the entire Agreement between the parties.
- (c) This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
- (d) This Agreement may be amended or supplemented only by a written instrument signed by both parties hereto.
- (e) This Agreement may be executed in any number of identical counterparts each of which shall be considered an original but together shall constitute but one and the same Agreement.
- (f) The captions or paragraph headings are for the convenience and ease of reference only and shall not be construed to limit or alter the terms of this Agreement.

20. Notices.

Any notices under this Agreement shall be delivered in person, by US mail, email, or fascimile or other such service to the party at the address listed below. Any such notice shall be considered delivered upon delivery in person, by US mail, email, or fascimile or other such service.

21. Member Details (please fill in)

Name	
Company	
Title	
Street	
City, State & Zip	
Cell Phone	
Email Address	
Website	
Focus of work	

Agreement start date	
Monthly renewal date	

Is it ok to publish your name, title, company, Website and Focus on the Bruno Works Website?

Yes _____ No _____

I hereby acknowledge that I have read and understood all of the terms and conditions contained in this TOU and further agree to be bound to the TOU regarding my participation in and use of the Services.

SIGNATURE: _____

DATE: _____

(PRINT) NAME: _____

Accepted by:

SIGNATURE: _____

Eve Picker, president, we do property management, inc.,dba Bruno Works

DATE: _____