

Schedule A
Membership Terms & Conditions

Any individual, business, or other entity who registers with Gather as a Member, visits the Premises as a guest of Gather or Member, or benefits from Gather's services in any way agrees to be bound by these Terms & Conditions as follows:

1. At all times when the Member is in or around the building in which the Premises are located (the "Building"), the Member shall display professional and respectful conduct and shall not act in any way that may unreasonably disturb other members or occupants of the Building.
2. The Member shall not possess any illegal drugs or substances while in the Building or the Premises.
3. The Member shall only consume alcohol on the Premises at times and places that are compliant with Virginia Alcoholic Beverage Control regulations. The Member shall not possess or consume any alcohol on the Premises if the Member is under the age of 21 years and shall not encourage, assist or knowingly permit any person who is under the age of 21 years to possess or consume alcohol on the Premises.
4. The Member shall not use the Premises or the Membership Benefits for any illegal or unlawful purposes. The Member shall not commit any unlawful or illegal act while on the Premises or in the Building. Member shall use the Premises for general office use and other similar services only in compliance with all applicable laws, ordinances, and governmental regulations.
5. The Member shall comply with all security procedures required or implemented by Gather with respect the Member's use of the Premises and the Membership Benefits.
6. Member shall not permit any waste or nuisance upon the Premises, nor shall Member obstruct or interfere with the rights of other occupants. Determination of such rights and resulting penalties, if not otherwise specified, shall be at Gather's determination.
7. The Member shall safeguard all keys or access codes to the Building or the Premises provided by Gather and shall not duplicate any keys or provide such access codes to any other person or entity. The Member shall be responsible for all costs and expenses incurred by Gather as a result of the theft, or loss of any keys, access codes, parking passes, or other Gather accessories to the Building or Premises provided to the Member.
8. The Member shall comply with all security requirements promulgated by Gather from time to time.

9. Gather shall have no obligation to police or monitor any use of the Premises or the Membership Benefits by the Member or by any other Members or to screen or vet any Members prior to their access or use of the Premises or the Membership Benefits. The Member is solely responsible for safeguarding its computer, data, and personal belongings.
10. The Member is solely responsible for all personal and business interactions with any other Member and should exercise prudence and discretion in connection with any personal or business relationship with any other Member.
11. The Membership Benefits may not be available at all times for the Member's use as a result of technical issues with, or scheduled maintenance or repair of, Gather's networks or equipment and/or the use of equipment and space by other Members. Members are expected to work together in a collaborative and professional manner with respect to use of common space and equipment. Gather is not liable for any loss suffered by a member due to the malfunctioning or unavailability of Gather's equipment.
12. If parking is not provided by Gather, the Member shall be solely responsible for arranging for parking in an appropriate designated parking space at the Member's own expense. If Gather provides parking, Member shall only park in spaces designated by Gather. The Member shall not park in spaces designated for guests or tenants of the Premises unless expressly authorized in advance by Gather. The Member should consult a Community Manager if they have any questions about parking.
13. The Member will be liable to Gather for all damage to the Premises or any equipment, networks or property owned or used by Gather that is caused by the acts or omissions of the Member or its guests, regardless of whether such damage is caused accidentally or intentionally.
14. If Gather provides any food or beverages for the Member's consumption, the Member shall be solely responsible for being aware of any allergic, dietary or other health conditions enable that may affect the Member's ability to safely consume such food and beverages.
15. The Member's guests, employees, affiliates, or contractors are expressly bound by the terms of the Membership Benefits, Membership Rules and Network Policy.
16. Members may, from time-to-time, invite clients, customers or other guests not working for the same organization as the Member to meet in appropriate spaces. In general, people who work in the same organization as the Member or people who are collaborating with the Member on revenue generating projects must have a day pass or be Members themselves to be in the space. Members shall be permitted to invite guests to special events provided however that these events must be preapproved by a Community Manager. The Member shall be solely responsible and liable for the acts and omissions of all of its guests and any other person whom the Member invites to the

Premises or permits to use any of the Membership Benefits. Notwithstanding the above, Gather recognizes that the decisions regarding which persons must have a day pass or be a Member to be in the space and which persons do not is a nuanced issue. As such, Community Managers shall have full authority to make the final decisions regarding this issue for their respective spaces.

17. Member shall not make any alterations, additions or improvements to the Premises without the prior written consent of Gather. Member shall take good care of the Premises and repair in a good and workmanlike manner all damage and injury to the Premises and fixtures required as a result of Member's carelessness, misuse, or neglect, or as a result of damage or defacement of the building, or any part hereof by reason of Member's occupancy or the actions of its agents, employees, visitors, contractors, assignees or licensees.
18. Any alterations, additions or improvements made by Member to the Premises shall become the property of Gather.
19. Should Gather provide Member with furniture or equipment, Member shall return said furniture or equipment to Gather upon termination of the Membership Benefits in the same condition they were provided.
20. Whenever any breakage or damage occurs to either the Premises or the building or property of which this Premises is a part, Member shall immediately notify Gather who shall cause same to be repaired or replaced at Gather's expenses, unless such damage is Member's or their guest's or their affiliate's fault, as specified elsewhere in this Agreement, in which case such repair expenses shall be borne by Member. Should Member fail to perform such repairs or replacements, Gather may do so after 10 days notice, and the cost of such repairs or replacements shall become collectable as additional payments hereunder and shall be paid by Member within 10 days after presentation of a statement thereof.
21. Member may install Member's sign in the place so designated on the Premises, provided that such sign shall be subject to Gather's prior written approval as to material, color, design, and content. Member will not, without the prior written consent of Gather in its sole discretion use or permit the walls, roof, or any other part of the Premises to be used for advertising purposes