



ALAN B. LEVAN | NSU BROWARD CENTER OF INNOVATION

APPLICATION AND AGREEMENT FOR MEMBERSHIP

The following Memberships entitle Members to use the services and resources of the Levan Center of Innovation. The intensity of use permitted is governed by the desired Membership chosen. The description of the Membership and perks are provided below. Please indicate which membership you would like:

Explorer Pass (Community Desk) (\$300/month/person)

- May utilize any open workstation
- Includes a personal locker

Stardust Pass (Reserved Desk) (\$400/month/person)

- Dedicated workstation with company logo signage provided by the Levan Center
- Complimentary locker

Artemis Pass (Reserved Office) (\$750/month/person)

- Access to dedicated office with lockable cabinet
- Priority reservation for networking events, conference and meeting rooms, workshops, community events
- Logo displayed in digital signage outside office

X Starship Pass (Corporate Partner) (\$3000/month)

- Access for up to 6 employees at any given time.
- Corporate members agree to be involved in the Levan Center community (i.e., facilitator, mentor, panelists, workshops, service provider, etc.)
- Logo displayed in digital signage outside office

Virtual Pass (\$200/month/person)

- Must reside outside the Tri-County Area

May utilize any open workstation

- Includes a personal locker
- 40 hours of access per month

Voyager Pass (Program Participant Discount - \$99/month/person for the first 6 months)

- Exclusive discount for our Program Participants
- May utilize any open workstation
- Includes a personal locker
- Standard rates for Explorer Pass membership after 6 months



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Virtual HQ Pass (\$600/month/person)

- For companies that require soft landing assistance in the US & South Florida Market
- May utilize any open workstation
- Includes a personal locker
- 40 hours of access per month

Additional Membership Benefits: All memberships (unless already identified above):

- All prices are on a per person basis, except for the Starship Pass / Corporate membership
- Have access to high speed wired and wireless internet
- Access to copier and printers
- Access to unlimited coffee
- Access to mailroom services
- Access to the Levan Center of Innovation – 54,000 sq.ft. of shared working spaces.
- Access to Levan Center virtual community hub.
- Access to Wrap Around Services: From human resources and financial services to legal support, technology assistance, marketing strategies, and pitch development, we provide a suite of wrap-around services to help your business thrive.
- Venture Mentoring Team: Benefit from the insights and guidance of our dedicated Venture Mentoring Team, ready to help you navigate your entrepreneurial journey.
- Exclusive Events: Receive exclusive invitations to members-only events, providing opportunities for learning, networking, and community building.
- Access to our Tech Maker Space, with drones, robots, 3D Printers, AR and VR headsets, etc.
- Access to conference and huddle rooms (by reservation) with up to six (6) guests.
- Member Perks: Take advantage of members-only benefits and discounts, curated to support your business needs.
- Volico Cloud Services
- Hubspot Discount
- NSU Gym Membership Discount
- NSU Shark Club Dining – Membership Available
- Discount rates on Media Production Studio & Event spaces
- Complimentary Parking
- Brand Visibility: Increase your brand's visibility with the display of your logo in our common areas, on our website, and across our social media platforms.



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PAYMENT TERMS AND OPTIONS

- All Membership payments are due, in advance, on the first business day of each month;
- Levan Center reserves the right to charge late fees and/or withhold services if payments are not received on time.
- Members may pay via credit card through virtual community hub, or by check.

CONFIDENTIALITY/NON-DISCLOSURE.

During the course of your participation at/with the Levan Center, you will or may become involved with proprietary information ("PI") from others ("Disclosing Party".) working to develop their PI into commercially marketable products and ideas. In order to assist Members and Participants to retain the confidentiality of their PI, you agree to use, reproduce, and disclose any PI only as specifically authorized by the Disclosing Party. All discussions, negotiations or other vehicles in which PI is disclosed are confidential and shall be protected from disclosure. This Non-Disclosure requirement shall continue for so long as you participate at/with the Levan Center. Further, it is understood that PI does not include information which is now or hereafter in the public domain through no fault of your own, which was in your possession prior to your participation at the Levan Center, lawfully received from a third party and the information was not previously restricted, independently developed by you without any reliance on the PI, is obligated to be produced under applicable law, or order of a court of competent jurisdiction. In the event that you disclose or allow disclosure of the PI, you may be subject to action by a Disclosing Party, and may be enjoined from Disclosure by NSU, without the requirement to post a bond. Upon request or at the termination of this Agreement you agree to destroy or return (at the option of the Disclosing Party) all PI you gathered while at or with the Levan Center.

RELEASE

I understand that during my participation in any services or activities at or in conjunction with Nova Southeastern University, Inc., and/or the Alan B. Levan NSU Broward Center of Innovation ("NSU"), my image, likeness, indicia of identity, name, voice, statements and/or contributions* ("Content") may be captured in photographs, recordings (digital or otherwise) writings, audio, video, interviews, and/or other activities or media now known or hereafter devised. In consideration of other good and valuable consideration, the sufficiency of which is acknowledged, I consent to the capture of my Content and grant NSU, and its agents, representatives, assigns, transferees, licensees, distributors, successors and other parties, commercial or non-profit, the irrevocable perpetual right to use, copy, display, publish, exhibit, modify and reproduce my Content, in any form or manner whatsoever, including but not limited to audio, video, print and any other type of media now known or hereafter devised, for publicity, marketing, education, knowledge gathering and promotion, without charge.

INSURANCE

Depending on the level of commercial activity that will be performed while at the Levan Center, you may need to provide some type of comprehensive general insurance. The Levan Center staff may request additional information to assess whether your plans will require the coverage.

By submission of this Application/Agreement Participant agrees and understands that they are subject to, governed and bound by the Levan Center Terms and Conditions and the Levan Center Rules and Regulations both of which are incorporated herein, and have read and agree to the terms of the Release above, fully understand its terms and are signing this application freely and without any inducement or assurance of any nature and release NSU from any and all liability related to the use of the Content as provided herein.

By signing below, I acknowledge that I have read, understood, and agree to abide by the terms and conditions outlined in this application. I understand that failure to comply with these terms may result in termination of my membership or other penalties as outlined in the agreement.

Monica Cepero

 Signature



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TERMS AND CONDITIONS

These Terms and Conditions are additional terms to all Applications/Agreements for services, participation, or provision of services ("Participation Agreement") at the Alan B. Levan NSU Broward Center of Innovation ("Levan Center") and are incorporated therein by this reference. These Terms and Conditions apply to all members, users, participants, service providers, guests, and other users of the Levan Center ("Participants").

1. **Damage to the Premises.** Participants are liable for any and all damage to the Levan Center caused by a Participant, their employees, guests and/or invitees. In the event of such damages, Levan Center shall provide Participant with notice of the damage and the charge for the repair. Participant shall have thirty (30) days to pay the charges. Participants shall also be responsible for their own personal property brought to the Levan Center. Levan Center shall not be liable for damages of or loss to any personal property of Participant.

2. **No-Sublicenses.** Participants shall not sublicense their membership, rights to any services, participation, or provision of services under the Participation Agreement.

3. **Compliance with Applicable Laws, Rules, Regulations; Licenses, Policies and Permits.** Participants shall comply with, and shall ensure that their employees, guests and invitees and comply with, all applicable laws, regulations, ordinances, codes and policies (including applicable policies of Nova Southeastern University ["NSU"]) in connection with the use of the Levan Center as provided in the applicable Participation Agreement. Compliance with the Levan Center Acceptable Use Policy, the Levan Center Rules and Regulations and NSU applicable Policies is mandatory.

4. **Termination.**

- All rights to participation or provision of services permitted pursuant to a Participation Agreement under a shall expire at the end of the term set forth in the Participation Agreement;

- NSU may terminate any Participation Agreement upon five (5) days written notice to the Participant of a material breach of the Agreement, these Terms and Conditions, the Acceptable Use Policy, the Rules and Regulations and any other applicable Policy of NSU by Participant its employees, guests and invitees or a repeated breach of the Rules and Regulations.

- NSU may terminate a Participation Agreement at any time, upon written notice, in the event that Participant (i) files a petition for bankruptcy or reorganization, (ii) has a petition for bankruptcy filed against it which is not dismissed within sixty (60) days of filing, (iii) makes an assignment for the benefit of its creditors, conservators or trustees, or (iv) has a receiver appointed for any of its assets.

- For a monthly membership, a Participant may terminate its Participation Agreement by providing the Levan Center at least thirty (30) days prior written notice before the next scheduled payment. For a Corporate membership, after the first six months of membership, a Participant may terminate its Participation Agreement by providing the Levan Center at least thirty (30) days prior written notice before the next scheduled payment. For a Supporter membership, a Participant may not terminate its Participation Agreement without cause.

5. **Indemnification.** Participants agree to indemnify and hold harmless NSU, its trustees, officers, employees and agents from any and all claims, actions, liabilities, damages, losses, fines, penalties costs and expenses (including without limitation, reasonable attorneys' fees), incurred by or asserted against NSU, its trustees, officers, employees and agents, arising out of or resulting from or in any way connected with Participant's breach of a Participation Agreement or Participant's actions. This indemnification obligation shall survive the expiration or termination of any Participation Agreement.

6. **Disclaimer of Warranties.** To the maximum extent permitted by applicable law, NSU provides the services "as is" and with all faults, and HEREBY DISCLAIMS, 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,



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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 QUALITY OR ARISING OUT OF PARTICIPATION IN OR THE USE OF THE SERVICES, REMAINS WITH PARTICIPANT.

7. Exclusion of Incidental, Consequential and Certain Other Damages. To the maximum extent permitted by applicable law, in no event shall NSU, its trustees, officers, employees, and agents be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for loss of profit, 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 use of services, provision of services at or inability to provide services, or otherwise under or in connection with any provision of this Participation Agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of NSU, its trustees, officers, employees and agents, and even if NSU, its trustees, officers, employees and agents has been advised of the possibility of such damages.

8. 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 NSU, its trustees, officers, employees and agents under any provision of any Participation Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount paid for then current term of any Participation Agreement and where no amount has been paid, then the limit shall be One Hundred Dollars (\$100.00). The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

9. Assignment. Participants shall not assign their interests in any Participation Agreement or any of their rights or obligations hereunder without the prior written consent of NSU, which consent may be granted or withheld in NSU's sole discretion.

10. Force Majeure. Performance of any obligation of NSU hereunder shall be excused, so long as prevented by weather (including but not limited to fire, flood, hurricane, windstorm), terrorism, civil strife, vandalism, governmental action, epidemic, pandemic, quarantine, electrical outage, failure of communication or common carrier, act of God or other circumstances reasonably beyond NSU's control ("Force Majeure"). Without limiting the foregoing, in the event that the Force Majeure continues for more than ninety (90) days, then Participant may terminate a Participation Agreement upon thirty (30) days' written notice to NSU.

11. Waiver. The failure of NSU to exercise its rights under any provision of a Participation Agreement shall not constitute a waiver of such NSU's rights under such provision at any other time, a waiver of NSU's rights under any other provision herein, or a waiver of a subsequent breach of the same provision. All waivers must be in writing and signed by the waiving party.

12. Governing Law, Jurisdiction, And Venue. A Participation Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. With respect to any action instituted by a Participant relating to a Participation Agreement, the Participant agrees that jurisdiction shall lie exclusively in the courts of the State of Florida, and that venue shall lie exclusively in Broward County, Florida.

13. Attorney's Fees. In connection with any litigation arising out of a Participation Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees through and including any appeals and any post-judgment proceedings.



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14. Notice. Any notice required or permitted to be given under any Participation Agreement, to NSU or Participant, shall be in writing and shall be deemed given and received (i) when personally delivered with a written receipt obtained, (ii) on the date noted as the date received, refused or uncollected if sent by certified or registered mail, postage prepaid and return receipt requested, or (iii) the earlier of receipt or two (2) business days after deposit with a nationally recognized

overnight delivery service (e.g., Federal Express), at its address as set forth above, or to such other address as such party may designate to the other by notice given pursuant to the provisions of this Section.

15. Severability. If any provision of a Participant Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then all other provisions shall remain valid, legal, and enforceable to the maximum extent permitted by law.

16. Entire Agreement And Modification. A Participation Agreement represents the entire understanding of the parties with respect to the matters set forth herein, and supersedes all prior and contemporaneous agreements, discussions, negotiations, and representations. The Participation Agreement may only be altered, amended, or modified by a written instrument duly executed by the parties.

17. Further Assurances. Participants shall execute all documents, and shall perform all acts, reasonably required by the Levan Center to implement the terms of a Participation Agreement.

18. Relationship of the Parties. Participation Agreements shall not create or be deemed to create any agency, partnership, or joint venture between NSU and any Participant.

19. Non-Solicitation. Participant shall not during the Term of its Participation Agreement and for a period of twelve (12) months after the effective date of termination of the Participation Agreement, recruit, or attempt to recruit, discuss employment with, or otherwise utilize the services in any capacity of any person who is or was a Levan Center employee of NSU any time during the Term of its Participation Agreement and twelve (12) months thereafter. This provision shall not restrict the right of either party to solicit or recruit generally in the media and shall not prohibit either party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by the hiring party. Additionally, participants shall not solicit the business of any other client or customer of Levan Center or any consultant to Levan Center.

By signing below, I acknowledge that I have read, understood, and agree to abide by the terms and conditions outlined in this agreement. I understand that failure to comply with these terms may result in termination of my membership or other penalties as outlined in the agreement.

Monica Cepero

 Signature



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RULES AND REGULATIONS

The following rules and Regulations shall apply to everyone that will use the services or visit the site (“Participants”) of the Alan B. Level NSU Broward Center of Innovation (“Levan Center”) including but not limited to members and their guests, facilitators, mentors, selection committee members, services providers and others (“Participants”).

1. **Standard of Conduct.** Participants are required to conduct themselves in a professional manner that is respectful of the rights of other Participants at the Levan Center. Participants may not conduct any activity at the Levan Center that, in the sole discretion of NSU creates excessive traffic or is inappropriate to other Participants experience at the Levan Center or not related to the purpose for which Participant is using the Levan Center. Harassment, defamatory, obscene, indecent, or threatening conduct is prohibited.
2. **Confidentiality/Non-Disclosure.** The Levan Center provides a collaborative open atmosphere which must be balanced against each User’s personal responsibility to protect their own confidential information, proprietary information and/or intellectual property (“PI”) against disclosure and use. Participants should avoid leaving PI unattended and ensure that documents and material containing PI are securely stored. During their presence at the Levan Center, Participants may receive access to or become aware of other participants PI. Participants acknowledge and agree that they shall NOT use any PI for any purpose, or disclose any such PI to any person, except as explicitly authorized by the person who disclosed that confidential information to them (“Disclosing Party”). Participants in receipt of PI shall return it to the Disclosing Party upon request and upon expiration or termination of their use of the Levan Center, and shall certify to the Disclosing Party that the User has not retained any copy of that information. All discussions, negotiations and other means in which PI is conveyed are confidential and shall be protected from disclosure. This confidential/non-disclosure requirement shall continue for so long as Participants participate at/with the Levan Center. Notwithstanding anything to the contrary, NSU, its employees and agents and the Levan Center shall not be liable for any disclosure or use of any PI or confidential information by any participant of the Levan Center, in contravention of this provision except as set forth in Section 8 of the Levan Center Terms and Conditions. PI does not include information that becomes subsequently generally available to the public through no breach of confidentiality or any other legally binding obligation, information that was obtained by the recipient from a third party free of any duty of confidence, information that was independently developed by the recipient, or information that is required to be disclosed by law, government regulation, or court order.
2. **NSU Policies.** Participants shall comply with all Nova Southeastern University, Inc.’s (NSU) policies in the use of the Levan Center and any other NSU facilities and/or services.
3. **Access.** Hours of operation vary and are subject to change without notice. Please visit website for current hours of operation.
4. **Lockers.** Lockers are available through one of the Levan Center membership options. Personal items may be stored overnight.
5. **Guests/Invitees.** Up to 6 guests may be invited for meeting with members. Does not apply for Events.
6. **Personal Property** All Participants and others shall be responsible for their own personal property.
7. **Payment for services/late payment.** Payment for all charges is through Startup Space app, invoicing, credit card charging, charge back and refunds. Late payment – refer also to the Membership Agreement under Payment terms and Options.
8. **Internet.** Please see Acceptable Use Policy.
9. **Event rules and regulations** – See events agreement
10. **Mailbox.** Mail for members will be accepted but not forwarded except for Virtual HQ Memberships.



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11. Safety. Participants shall observe and exercise, (and compel its guests, others) to observe and exercise, all reasonably necessary caution and discretion, so as to avoid (i) injury to persons, (ii) damage to personal and real property, and (iii) annoyance to or interference with other Members at the Levan Center. Participants shall also follow all instructions from NSU Public Safety.

12. Maintenance of use. Participants shall keep their work areas clean and neat, including desk and other tabletops, furniture and floors in or near areas where they are working or using components of the Levan Center

13. Signs/Postings. Participants shall not advertise or post any signs or notices within any part of the Levan Center without the express written consent of NSU.

14. Compliance with Law. Participants shall at all times comply with all applicable laws, ordinances, rules and regulations with respect to use of and presence at the Levan Center, including but not limited to the Florida Uniform Trade Secrets Act.

15. Pets/Animals. No animals or pets of any kind or type (except certified support animals) are permitted in the Levan Center without the prior written authorization of NSU.

16. Presence at Levan Center. For memberships commencing or renewing September 1, 2022 or later, members agree to be physically present on Levan Center's premises for a minimum of three (3) hours for at least three (3) days per week (Monday-Friday) of the membership. This requirement excludes the Virtual Pass and Virtual HQ memberships.

17. Surveys and My Venture: For memberships commencing or renewing September 1, 2022 or later, members agree to complete quarterly "My Venture" surveys provided by the Levan Center through its virtual community hub and to meet with a Levan Center staff member on the Membership Team regarding the growth and success of their business venture at least once per month during the term of the membership.

NSU reserves the right to make modifications to these Rules and Regulations from time to time. Such modifications shall be posted to the Levan Center website: www.nova.edu/innovation/. It shall be the responsibility of the Participant to review the website for such modifications.

By signing below, I acknowledge that I have read, understood, and agree to abide by the rules and regulations outlined in this agreement. I understand that failure to comply with these terms may result in termination of my membership or other penalties as outlined in the agreement.

Monica Cepero

 Signature

Disclosures for Participation Agreement

Terms and Conditions

Section 5 - Indemnification: County agrees to indemnify and hold harmless NSU, its trustees, officers, employees, and agents from any and all claims and costs (including reasonable attorneys fees) incurred by or asserted against NSU arising out of County's breach of a Participation Agreement or County's actions.

Section 7 - Exclusion of Incidental, Consequential and Certain other Damages: NSU shall not be liable for any direct, special, indirect, incidental, punitive, consequential, or other damages whatsoever in connection with any provision of the services or the Participation Agreement.

Section 8 - Limitation of Liability and Remedies: NSU's liability is limited to the amount paid for the then current term of the Participation Agreement or, if none, \$100.

Section 13 - Attorney's Fees: The prevailing party shall be entitled to costs and reasonable attorney's fees in connection with any litigation arising out of the Participating Agreement, through and including appeals and post judgment proceedings.

Section 19 - Non-Solicitation: During the term of the Participation Agreement and for 12 months after termination, County cannot recruit or discuss employment with any person who is or was a Levan Center employee of NSU any time during the term of the Participation Agreement and 12 months after.