

ALAN B. LEVAN NSU BROWARD CENTER OF INNOVATION
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 seven (7) 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 ten (10) 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, 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.
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.