



2149 University Square Mall – Tampa, FL

Fab Lab Facilities Use Agreement

Terms and Conditions

The facilities use provided to you by the Foundation for Community Driven Innovation (FCDI) at the Advanced Manufacturing and Robotics Center (AMRoC) Fab Lab are subject to the following Terms and Conditions (T&C). FCDI reserves the right to update the T&C at any time without notice to you. FCDI facilities use application does not create a tenancy but a prepaid usage license to use the provided amenities for a pre-determined period of time.

Description Of Services

FCDI may provide you with access to office space, workstations, Internet access, office equipment, conference space, knowledge resources, and other services (collectively, "Services"). The Services are at all times subject to the T&C.

No Unlawful Or Prohibited Use

You will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any FCDI server, or interfere with any other party's use and enjoyment of any Services.

You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any FCDI server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services, nor should you post or download files that you know or should know are illegal or that you have no rights to.

You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this T&C and no further authorization or approval is necessary. You further represent and warrant that your 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 you are a party.

Use Of Services

You agree that when participating in or using the Services, you will not:

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- Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, spimming or any duplicative or unsolicited messages (commercial or otherwise);
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through FCDI servers.
- Upload, or otherwise make available, file that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as a limitation, copyright, 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.
- 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; 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 computer or property of another coworker.
- Download any file that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and or/distributed in such manner.
- Restrict or inhibit any other user from using and enjoying the Services.
- Violate any code of conduct (attached to this agreement) or other guidelines which may be applicable for any particular Service (including the Building Rules).
- Harvest or otherwise collect information about other, including email addresses, without the authorization or consent of the disclosing party.
- Violate any applicable laws or regulations; or
- Create false identity for the purpose of misleading others.

Renewals And Terminations

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

The T&C must always be adhered to . Failure to follow T&C can result in non-renewal or even early termination of the usage license. FCDI reserves the right to terminate any Service at any time, immediately and without notice, if you fail to comply with the T&C. This includes non-payment or violation of the space rules. If this happens, FCDI will refund any amounts paid for unused periods that remain after deducting any pending charges, on a prorata basis.

Members may terminate this Agreement by giving a written notice of termination as established in this Agreement. Termination shall be in effect as of the end of that calendar month. Should Member not provide timely notice of termination to FCDI then the Membership Period shall continue to the end of the following calendar month and the service fees for that calendar month shall be payable.

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Invoicing And Payment

Monthly use fees, where applicable, are automatically invoiced monthly in advance based on membership options. Also included is any variable charges such as telephony usage that may have been incurred during the previous period. Payment is required at the beginning of the month for that period, at the date specified in the invoice. Casual (hourly, daily, or occasional) usage requires a 50% deposit prior to use, unless other arrangements have been made with FCDI.

FCDI reserves the right at all times to disclose any information about you Your participation in and use of the Services as FCDI 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 FCDI sole discretion.

Confidentiality

You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by FCDI or any participant user 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 FCDI, any analyses, compilations, studies or other documents prepared by FCDI 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.

Your participation in and/or use of the Services obligates you to

- Maintain all Confidential Information in strict confidence;
- Not to disclose Confidential Information to any third parties;
- Not to sue the Confidential Information in any way directly or indirectly determined to FCDI or any participant or user of the Services.
- All confidential information remains the sole and exclusive property of FCDI or the respective disclosing party. You acknowledge and agree that nothing in this T&C or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property proprietary rights of FCDI or any participant or user of the Services.

Participation In Or Use Of Services

You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that FCDI does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

Disclaimer Of Warranties

To the maximum extent permitted by the applicable law, FCDI provides the Services "as is" and with all faults, and hereby disclaim with respect to the services all warranties and conditions,

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whether express, implied or statutory, including but not limited 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.

Exclusion Of Incidental, Consequential And Certain Other Damages

To the maximum extent permitted by the applicable law, in no event shall FCDI 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 FCDI and even if FCDI has been advised of the possibility of such damages.

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 FCDI 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 T&C and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to \$200. The foregoing limitations, exclusions and disclaimers, including the previous sections) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

Non-Disparagement

You 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 FCDI, or any of FCDI's officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

Indemnification

You release, and hereby agree to indemnify, defend and save harmless FCDI, AMRoC Fab Lab and any FCDI 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 attorney fees and costs incurred

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by FCDI or its respective officers and agents in connection with the defense of such claim or lawsuit.

Sever-Ability

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

Insurance

FCDI carries Liability insurance. As a user, you are not required but it is strongly suggested that you carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as the premises of AMRoC Fab Lab.

Waiver and Release of Liability

User hereby releases FCDI, its Board of Directors, and its agents as well as providers of information from any liability related to the furnishing and receiving information related to arrests and convictions.

We may terminate this Agreement and/or your volunteer or program participation if you violate any part of this Agreement, or the standards of conduct established by us or by the venue proprietor of any facility in which we may be working.

LIMITATIONS ON LIABILITY and INDEMNITY: Neither party's liability in connection with volunteering for FCDI or under this Agreement exceeds one hundred dollars (\$100). FCDI, its volunteers, officers or directors or any other event provider shall not be liable to you for any damage, loss, harm, injury or death to your person, property, or business, or any of your visitors, officers, agents, or employees, resulting from theft, fire, earthquake, water, unavailability of facilities, any errors or omissions in FCDI-related materials, insufficient participation, accident, or any other reason in connection with volunteering or related activities, except to the extent directly attributable to our willful misconduct or gross negligence. You agree to indemnify, and hold harmless FCDI its officers and directors from and against any claim, cost, expense, loss, liability, or damage incurred as the result of any third-party claim based on willful misconduct, and/or (iii) your material breach of this Agreement.

You acknowledge that activities and participants in any capacity, including volunteers, may be recorded in audio, visual, and/or audiovisual media by us and/or our licensees, and you consent to the making and use of such recordings by us and/or our licensees (and/or any person or organization authorized by us) for any purpose, such uses including without limitation the transcription, modification, reproduction, public display, distribution, broadcast, and transmission in any form. You release us, and our licensees, from and waive any claims related to or arising by reason of the making and/or use of any such photographs, recordings, interview, videotapes, motion pictures or similar visual or auditory recording of you. For example, you may appear in recordings of AMRoC or ROBOTICON programs, if volunteering there, and related promotional or documentary materials. Your rights are waived as to any images and/or

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recordings that you may appear in while volunteering with FCDI and any/all related promotional or documentary materials.

Further, you grant us, and our licensees, the right to use, in connection with any aspect of FCDI programming, events or activities, your name, likeness, and any trade name and/or logo. If you are volunteering to take audio and / or video footage of the event including setup and takedown, you grant us an irrevocable unlimited license to use all material related FCDI for our own uses. The provisions of this paragraph will survive termination of this Agreement.

MISCELLANEOUS: This Agreement and any accompanying documentation constitute the final, complete, and exclusive agreement between you and us. This Agreement is made in consideration of the parties' mutual promises contained in it. This Agreement may only be modified by the parties' express written agreement, signed by both parties. This Agreement will be interpreted under Florida law and any action to enforce this Agreement must be brought in the federal or state court located in the City of Tampa and County of Hillsborough County, Florida, and the parties agree to the exclusive venue and jurisdiction of these courts. The Limitations on Liability and Indemnity section (above) of these Terms and Conditions of Participation shall survive the termination or expiration of this Agreement.

FCDI/AMRoC Fab Lab Code of Conduct

The Foundation for Community Driven Innovation (FCDI) is committed to fostering, cultivating and preserving a culture of professionalism, diversity and inclusion in all our programs. We embrace and encourage differences in race, color, creed, religion, sex, national origin, disability, age, sexual orientation, gender identity, income or any other characteristics that make our program participants unique. All our programs are guided by the FCDI Code of Conduct, by which all participants, from adults to students, as well as volunteers and guests, are expected to abide.

FCDI Code of Conduct

Anyone associated with any FCDI subsidiary; event or program is expected to:

- Behave in a mature and respectful way that emphasizes the value of others and respects individuals and the community.
- Ensure the safety of all participants by following established protocols at all our events and programs.
- Refrain from any acts of bullying, harassment, profane or insulting language, or any form of actual, threatened or implied violence.
- Report any unsafe or threatening conduct to organizers or other relevant program supervisors., or
- Anyone in violation of our Code of Conduct may be asked to leave an event or program or any FCDI facility.

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Name of Facilities User (print)

Signature

Address

Date

Phone Number

Email

This section for administrative use:

Signature

date