

REVOLUTION MAKERSPACE LLC MEMBERSHIP AGREEMENT

The terms set forth in this Agreement express REVOLUTION MAKERSPACE LLC's and Member's mutual interest in fostering and maintaining a welcoming, safe, and productive working environment for all of its members. This Membership Agreement (the "Agreement") is by and between REVOLUTION MAKERSPACE LLC, a Massachusetts LLC (herein referred to as "RML"), and the individual or entity identified on the signature page of this agreement (herein referred to as "Member"). This Agreement sets forth the terms and conditions governing the Member's access and use of the RML facilities, including equipment leased or owned by REVOLUTION MAKERSPACE LLC, located at 39 Emerson Road, Suite 112, Waltham, Massachusetts (the "Facilities"). RML and Member agree as follows:

1. Duration of Agreement & Termination: The initial term of this Agreement shall commence on Sunday, 24 December 2023 and shall automatically renew at the then-current membership rate at the beginning of each month. Term discount memberships shall continue for the entire term of the discount commitment period, afterwards membership shall become a monthly membership and shall automatically renew at the then-current monthly rate for the selected membership level.

The monthly membership Agreement may be terminated by the Member or RML any time with 30 days advance notice. Notwithstanding the foregoing, RML reserves the right, but not the obligation, to terminate this Agreement at any time, immediately and without notice, if Member fails to comply with any provision of this Agreement, the "General Policies and Procedures," the "Membership Addendum," and the "Waiver and Release of Liability" attached hereto, as well as any additional policies and procedures that may be developed by RML from time to time.

Upon termination of this Agreement, Member shall remove all of their personal possessions from the Facilities within 10 days of the termination of this Agreement, after which period any remaining possessions shall be considered abandoned and shall become property of RML. RML may use or dispose of any such property in its sole discretion, and Member shall reimburse RML for its reasonable costs of disposal..

2. Member Obligations:

- a. Member shall only use the Facilities in accordance with the terms and conditions of this Agreement and all attachments hereto.
- b. Member agrees to keep the shared spaces of the Facilities in a neat, clean and attractive condition and shall not store any of their possessions in areas of the Facilities accessible to all RML Members or reserved for use by any other RML members, unless otherwise permitted by RML. Member agrees to refrain from the accumulation of materials that cause overflow within any storage space reserved for Member's use and shall remove any such materials upon the request of a RML employee or representative.

- c. Member will not cause any damage to any of the Facilities, including unreasonable or inappropriate wear on RML's equipment, or to the Facilities. Member shall not disturb the use and enjoyment of the Facilities by any other member of RML or the use and enjoyment of the Building by any occupant of the Building.
- d. Member agrees to respect the privacy and property of others, and to the physical security of other members' possessions, materials, and space.
- e. Member acknowledges and agrees to be bound and comply with the conditions of the *General Policies and Procedures, Membership Addendum* and the *Waiver and Release of Liability*.
- f. Member agrees to visibly carry on their person RML issued membership identification credentials at all times while using the facility.
- g. Member shall not operate any machine, tool or equipment until they have been trained and certified to operate it.
- h. RML may now or in the future utilize a tool sharing or time reservation system to allocate RML resources. Member agrees to use and abide by any tool sharing or time reservation so utilized.
- i. Member agrees to store all flammable substances in the flammable locker and to take the necessary precautions whenever using flammable materials.
- j. Members will not bring in outside power tools to use in the makerspace without permission from the Operations Manager (as defined below).

3. Relationship of the Parties: Member is not an employee, tenant, agent or contractor of RML. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

4. Intellectual Property: Member acknowledges that it is their own obligation to seek protection for any intellectual property and/or confidential or proprietary information created through the use of the Facilities. Member shall not use the Facilities for any inappropriate or unlawful activity including obscenity and the unlicensed use of material protected by intellectual property laws.

5. Fees: Member agrees to pay the monthly fees, in advance, in the amount, form and manner detailed in the Membership Addendum. In addition, Member shall pay all reasonable third party fees (attorney's fees, debt collection fee, fees for repair of damage to RML tools due to

excessive or improper usage specifically included) and other costs incurred by RML in connection with any of RML's rights or entitlements under this Agreement, including but not limited any reasonable costs of collection or action.

6. Partial Invalidity: If any one or more of the provisions of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.

7. Waiver: No delay or omission on the part of RML in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of RML, nor shall any waiver of such right or rights on any one occasion be deemed a bar to, or waiver of, the same right or rights on any future occasion. The acceptance by RML of any payment, or of a sum less than is due, shall not be construed as a waiver of any of RML's rights.

8. Amendments: RML reserves the right to amend the terms of this Agreement from time to time and at its sole discretion, without the consent of Member. RML will notify Member of any amendments via electronic mail or posting to its website, prior to such amendments taking effect.

9. Conflict of Provisions: In the event of a conflict between the provisions of this Agreement and the *Membership Addendum*, the *General Policies and Procedures* or the *Waiver and Release of Liability*, this Agreement shall control.

10. No Assignment: Member shall not have the right to assign its rights and obligations under this Agreement to any party.

12. Entire Agreement: This Agreement and the attached *General Policies and Procedures*, *Membership Addendum* and *Waiver and Release of Liability*, as well as any exhibits, schedules and attachments, supersede all prior agreements, whether written or oral, between the parties with respect to its subject matter, and there are no covenants, promises, agreements, conditions or understandings, written or oral, except as herein set forth.

13. Governing Law: This Agreement and the attached *General Policies and Procedures*, *Membership Addendum* and *Waiver and Release of Liability*, as well as any exhibits, schedules and attachments, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflict of laws that would require the application of any other law.

MEMBERSHIP ADDENDUM

Membership at the REVOLUTION MAKERSPACE LLC permits you to access our facilities at 39 Emerson Road, Unit 112, Waltham, Massachusetts (the “Facilities”), during normal operating hours - listed at RevolutionMakerSpace.com, subject to any limitations of access determined by your monthly membership agreement. The schedule of operating hours is subject to change, depending on the needs of our community. Individuals are eligible to purchase memberships at the Revolution Maker Space. Early stage start-ups are also eligible to purchase memberships at the Revolution Maker Space, provided that each and every member or employee of the start-up is also a Member of the Revolution Maker Space in their individual capacity.

If this Membership Addendum is amended by mutual agreement of RML and the undersigned member, the most current Membership Addendum, as amended, shall prevail over any previously-executed Membership Addenda. Notwithstanding the foregoing, RML reserves the right to amend the terms and conditions of this Membership Addendum from time to time without the consent of any member; the Membership Addendum, as so amended, shall prevail over any previously-executed Membership Addenda. If you do not agree with any changes that we make your sole and exclusive recourse is to terminate your membership.

Payment: All membership fees must be paid according to the following terms:

- Membership dues are paid monthly, in advance. Membership discounts may be made available from time to time for extended commitments, in which case membership dues must be paid in advance, for the entire discount period.
- Monthly memberships will automatically renew each month, and will continue to do so until canceled by member or RML with 30 days advance written notice.
- Late fees, in the amount of 5% of the monthly fees due, will be charged 5 days after the payment due date. As RML has the right to terminate your membership at any time, your membership may be terminated if your membership fees remain unpaid for more than 10 days after the due date.
- Membership fees: Current Revolution Maker Space membership fees and storage space fees are available on our website, RevolutionMakerSpace.com.

GENERAL POLICIES AND PROCEDURES

RML strives to provide a safe, productive and fun work environment for its members. In light of this mission, you must obey all of RML's policies and procedures for working in our facility. Please take them seriously. Failure to obey our policies and procedures can make our facilities dangerous or unwelcoming to others, and such actions on your part may result in your membership being terminated without notice. We reserve the right to change our policies and procedures from time to time, and will provide notice to members via email or posting to our website of any new policies and procedures or any changes to existing ones.

Operations Manager: The Operations Manager can be contacted at (857) 626-2401 or at help@revolutionmakerspace.com. If you have any general questions or concerns regarding these general policies and procedures, please reach out to the operations manager.

Safety Policies & Procedures: Members and all users of the facility must obey all posted signs and literature pertaining to safe use of our facilities. These obligations are minimum obligations, and you should always meet or exceed the base level of safe practices expected. Use common sense at all times with respect to safety, and diligently observe all policies and procedures which we may establish from time to time for the safe use of our facilities.

These include, but are not limited to, policies and procedures relating to securely locking up our facilities, appropriate shop clothing and protective gear, techniques for safe equipment use, material-specific precautions for equipment and machine tool lockouts. If you have any questions regarding our safety policies or the safe use of our facilities, contact the Operations Manager immediately. Maintain a clean and clutter free workspace, dispose of all waste and return all tools to their dedicated storage location when finished with work.

No volatile organic compounds (VOC) are allowed at the RML. If you are asked by a member of the staff or another member to stop using a noxious or potentially harmful substance you must comply immediately. Failure to do so will result in disciplinary proceeding which could result in the termination of this agreement. In all cases, you are encouraged to seek out alternatives to the use of VOC's including hardware and other materials.

Equipment Safety & Use: Safety glasses are required to be worn at all times while near or while using any piece of machinery or equipment bearing an "Eye Protection Required" sign, or during any activity when common sense would require use of safety glasses. Ear protection is required to be used at all times while near or while using any piece of machinery or equipment bearing an "Ear Protection Required" sign, or during any activity when common sense would require use of ear protection. Jewelry must not be worn at any time while near or while using any piece of machinery or equipment bearing an "No Jewelry" sign, or during any activity when common sense would dictate no jewelry should be worn. Do not use any tools, equipment or machinery if you are not trained, certified and comfortable with that piece of equipment. The

operation of tools, equipment and machinery is at your own risk. If you have any questions about how to use our equipment, always ask for help from another member. Certification is required prior to use of any tools, equipment or machinery. Report any malfunctioning equipment to RML or the Operations Manager immediately and do not use any equipment that is not functioning properly. Equipment may not be removed from RML property. Do not use any piece of equipment tagged “Out Of Service (OOS)”. All tools shall be returned to their proper location after use.

In Case of Emergency: First kits and fire extinguishers are found in the Revolution Maker Space; familiarize yourself with their location. If an injury occurs immediately notify the Operations Manager. An Accident Report must be completed within 24 hours of any accident, either by contacting the Operations Manager or by filing out an Accident Report on the Members Only section of our website at RevolutionMakerSpace.com. In the event of an emergency or for immediate medical attention, call 911.

Shared Safety: Please stay on the lookout for unsafe behavior and approach and offer feedback to fellow members if you believe they are working unsafely. Please notify the Operations Manager immediately if you believe any piece of equipment or infrastructure to be unsafe. All members must comply immediately with instructions given by staff. Failure to comply may result in disciplinary procedures and could result in termination of the membership agreement.

Courtesy of Shared Spaces: Keep noise levels to a respectful minimum for the comfort and enjoyment of those in the immediate area. No loud music, tool use or other noise will be permitted in the facility’s shared areas without the explicit permissions of the members around you. No fumes or flames are permitted in unventilated areas. Please restore the Revolution Maker Space’s shared work spaces to be as clean as when you found them – or cleaner. Please respect and do not interrupt any official RML activities or classes in the shared spaces.

Access and Identification Cards: Members will be issued an access card which can be used to enter the Facility and individual shops. Member shall notify the Operations Manager immediately their access card is misplaced or otherwise out of their control. Member shall not give their access card to anyone else.

Lost or Stolen Items: RML is not responsible for any lost or stolen items.

No Discrimination: RML does not discriminate because of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, or veteran status and seeks at all times to promote an inclusive and respectful community. In the interests of safety and legal compliance, RML may restrict membership access or privileges to minors under the age of 18, and may restrict access to certain fundraising or private events where alcohol is served to individuals aged 21 or over, in order to comply with applicable laws. RML requests that members behave respectfully, courteously, and professionally to fellow members. No discrimination, harassment, or hate speech shall be tolerated.

Drug & Alcohol Use; Illegal Activity: The Revolution Maker Space is a non-smoking facility. The use of tobacco products including e-cigarettes is strictly prohibited at the Revolution Maker Space. The use of drugs, alcohol or any other substances impairing your ability to use any of RML's equipment is expressly forbidden. All illegal activity is strictly prohibited. The use of drugs or alcohol or participation in illegal activity is grounds for immediate removal from the premises.

Drugs or alcohol may not be brought into the facility. Drugs or alcohol may not be stored in the Revolution Maker Space.

We may occasionally allow events to be hosted at our facility where alcohol is served. In the event that a private event or meeting is held, such as a fundraiser, where alcoholic beverages may be present, the Revolution Maker Space reserves the right to denote that attendance at the event will be restricted to those with valid identification proving that they are over 21 years of age. Furthermore, in the case where an event such as this is held, we reserve the right to limit or restrict use of some or all equipment on site for the duration of the event and a reasonable period afterwards.

Internet Service and RML Network: As a convenience, RML makes wired and wireless Internet Connectivity available to our members. RML may provide computing resources and networking services to our members. The wireless network is a "Guest" network, separate from the wired network. Much of the equipment in the RML facility can cause damage to itself and members if used improperly. To reduce the risk that machines are exploited by hackers, you agree not the provided wireless access to the wired network by attaching a device which broadcasts wireless access to the wired network. Internet and computing services are provided on an as-is and as-available basis and we specifically disclaim any representations or warranties, express or implied, including, without limitation, any representations or warranties of merchantability or fitness for a particular purpose. RML is not responsible for loss or corruption of any data stored on RML computing resources. RML does not provide data backup services; you are responsible for backing up your own data. You are responsible for your actions on the network and systems you access through the Internet Service which RML makes available. Your access may be suspended or restricted at any time and for any reason without advance notice. If you act recklessly or irresponsibly in using your Internet or computing services or your actions endanger any person or the integrity or security of our network, systems or equipment, RML may, in addition to all other remedies, permanently ban your access. You shall not use Internet Service for any unlawful purposes. You shall not use Internet Service to originate bulk unsolicited email (spam). Excessive Internet or computing services use may result in rate limiting (throttling) or in some instances, suspension of access.

Consent for Audio and Video Recording: RML uses security cameras to ensure the health, safety, and security of the makerspace. By entering into this agreement, you agree to being audio and video recorded while within or around the RML facility.

Intellectual Property: RML does not provide any privacy of intellectual property or confidential and proprietary information and does not offer protection for any intellectual property or confidential and proprietary information developed through the use of our facilities or equipment. RML makes no claim to intellectual property developed through the use of our facility or the facilities of our affiliates. It is your own responsibility to protect (or share) ideas, confidential and proprietary information and intellectual property as you see fit.

Start-Ups: RML is an incubator and a place for experimentation. We are as a resource for inventors, creators, artists and makers throughout the community. We would be absolutely thrilled to serve as the home base for the very early stages of your start-up, but if equipment usage rises to the point where such usage is deemed excessive and is substantively deleterious to other members' access, we reserve the right to bid you farewell, good luck, and to terminate your membership. If you have reached the level where you start-up can be self-sufficient please consider teaching a class at RML!

Guests: Members may not bring guests to the Revolution Maker Space without the permission of the Operations Manager. Anyone desiring to make use of our shared spaces or equipment must become a member of the Revolution Maker Space or else must be either a day-pass purchaser or attending a class or activity authorized by the Revolution Maker Space. We would love to have you tell your friends about the Revolution Maker Space and we invite them to become members. Tours of the Revolution Maker Space may be arranged via the Operations Manager.

Publicity: By making use of our facilities, you agree that RML has the unrestricted right to publish images of our members and projects ongoing at our facilities, both in print and digitally.

Termination: As set forth in our *Membership Agreement*, RML reserves the right to terminate memberships at will.

Contact Information and Emergency Contact: For your safety, you must notify RML of any changes to your contact information, including your emergency contact person and that person's contact information. As a condition to your access to RML's facilities, you agree to keep your contact information (including emergency contact information) current at all times.

Members under the age of 21: In the event that a private event or meeting is held, such as a fundraiser, where alcoholic beverages may be present, the Revolution Maker Space reserves the right to denote that attendance at the event will be restricted to those with valid identification proving that they are over 21 years of age.

BY SIGNING BELOW, YOU AGREE THAT YOU HAVE READ OR REVIEWED THIS AGREEMENT AND VOLUNTARILY AGREE TO BE BOUND BY ITS TERMS, AND AGREE TO THE FOLLOWING TERMS:

- You consent to using an electronic signature to sign this document.
- You affirm that I am at least 18 years of age and mentally competent to sign this Agreement.
- You have read this agreement carefully and I understand and accept the obligations which it imposes upon me without reservation. I sign this agreement voluntarily and freely.
- You understand that the use of all tobacco products including e-cigarettes is strictly prohibited at the Revolution Maker Space.
- You understand that the use of drugs, alcohol or any other substances impairing my ability to use any of RML's equipment is expressly forbidden.

WAIVER, RELEASE OF LIABILITY AND HOLD HARMLESS

This Release, Indemnification and Hold Harmless Agreement is executed and made effective as of Sunday, 24 December 2023 by and between REVOLUTION MAKER SPACE LLC (Releasee) and (Releasor).

IN CONSIDERATION OF the right to enter, use, provide or perform services and/or participate in activities operated by Releasee (“Activity”) and for other good, valuable and legal consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assumption of Risk. Releasor acknowledges that its presence, use, provision or performance of services or participation in activities on or about the Revolution Maker Space, including the use of any equipment, hardware or tools may expose Releasor to certain risks including all injuries, death, property damage, or other harm could occur to Releasor or others. Releasor is voluntarily participating in the Activity with knowledge and acceptance of the substantial risks, hazards, and other dangers involved. Releasor hereby accepts any and all risks of injury (including death) arising out of or in any way connected with the Activity, use, provision or performance of services or participation in activities on or about the Revolution Maker Space, including the use of any equipment, hardware or tools, even if provided by the Releasee or by a third party.

2. Release. Releasor hereby waives, releases, and forever discharges any and all claims for direct, indirect, consequential, incidental, contractual, compensatory, tort based, punitive or any other damages or any sort arising from any cause or basis whatsoever including but not limited to personal injury, death, or property damage which Releasor and/or Releasor’s children, heirs, executors, assigns, parents, personal representatives, or estate may have or which may hereafter accrue as a result of participation in the Activity.

3. Indemnification. Releasor, to the fullest extent permitted by law, shall indemnify, defend, hold harmless, protect and defend Releasee and its heirs, successors, and assigns from and against any and all liabilities, claims, damages, losses, demands, lawsuits, costs, and expenses, including (but not limited to) attorney fees, arising out of or resulting from any cause of action for any reason whatsoever including but not limited to the negligence or misconduct in connection with participation in the Activity. Should any such claim, demand, or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, any state, or under any theory of law or equity, Releasor will indemnify, hold harmless and defend Releasee and its heirs, successors, and assigns from any and all costs, expenses, or liability including but not limited to the cost of any settlement or judgment made or rendered against Releasee.

4. Waiver of subrogation. Releasor, on its own behalf and on behalf of any insurer that may provide coverage to Releasor, agrees to waive all rights of subrogation against Releasee for damages to personal property owned by Releasee, injury incurred by Releasee while present at or participating in activities run by Releasee, or any other cause of action whatsoever.

5. Financial Responsibility. In the event that Releasor should require medical care or treatment for illness or injury sustained as a result of participation in the Activity, Releasor agrees to be the sole party financially responsible for any costs incurred as a result of such treatment. Releasor represents that adequate health insurance is in effect to cover any injury or illness suffered or damage caused while participating in the Activity.

6. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will nevertheless be fully valid, enforceable, and unimpaired by such holding.

7. Governing Law. The parties hereby agree that this Agreement is governed by the laws of the United States and the Commonwealth of Massachusetts. If any dispute arises concerning this Agreement, venue shall be laid exclusively in the state and federal courts of Middlesex County, Massachusetts, which shall have exclusive jurisdiction over such dispute and the Parties consent to the personal jurisdiction of such courts.

8. Rule of Construction. Both Releasor and REVOLUTION MAKERSPACE LLC agree that no rule of construction requiring interpretation against the draftsman of this Agreement shall apply. The confirmed intent of this Agreement is to release the Releasee from any and all claims, known and unknown, past or future, of any cause whatsoever to the fullest extent possible.

IN WITNESS WHEREOF, The parties, by their authorized representatives, have executed this Agreement as of the Effective Date.

Releasor has had sufficient time to read this entire Agreement and acknowledges being advised to seek counsel of an attorney prior to signing and has had an opportunity to do so and has freely chosen to sign the Agreement.

BY SIGNING BELOW, RELEASOR (OR, IF PARTICIPANT IS A MINOR, PARTICIPANT'S PARENT OR LEGAL GUARDIAN) HAS READ OR REVIEWED THIS AGREEMENT AND VOLUNTARILY AGREES TO BE BOUND BY ITS TERMS.

TERMS APPLICABLE TO STORAGE SPACE MEMBERS

The following terms and conditions apply solely to Storage Space Members:

- Storage space is used pursuant to a revocable, non-exclusive license. It is not a lease and provides no ongoing entitlements. Under no circumstances may a Storage Space Member attempt to assign or otherwise permit a third party to occupy any RML storage space. If an entity member undergoes a change in control (in which more than one-half of the interest in the entity is sold or transferred to a third party), the entity member must notify RML and request permission to continue use of the storage space, which may be granted in RML's sole discretion.
- Storage Space Members may not modify the layout or function of the storage space assigned for their use.
- Storage Space Members must keep their stored materials entirely within the footprint of their assigned Storage Space.
- Storage Space may only be used for storage related to the Member's activities at the Makerspace. No personal or business items may be stored. No hazardous materials may be stored. Nothing illegal may be stored.
- No materials with exposed sharp or dangerous exposed surfaces may be stored. All stored materials with potentially dangerous edges, corners, etc. shall be protected to prevent accidental exposure to a sharp or dangerous objects.
- There are a limited number of storage spaces available at the Revolution Maker Space. As such, Storage Space may not be available and a waiting list may exist for Members wishing to license Storage Space.
- Stored materials that are deemed to be dangerous may be moved to a different location pending removal by Member or may be removed from the premises by RML.
- RML reserves the right to enter storage space reserved for a member's use at any time and for any reason