



TTU Innovation Hub Membership Agreement

A. **Mission & Membership** - The TTU Innovation Hub at Research Park's (the Hub) mission is to grow and accelerate startups by building the technology base and economic strength of the West Texas region. By fulfilling its mission, the Hub will further the TTU mission by (i) enhancing the economic development of the State; and (ii) advancing knowledge through research, via data collected from Members required participation in initial assessments and annual surveys. Membership provides a shared, workspace for entrepreneurs, with the help and support of established businesses, directly contributing to the entrepreneurship ecosystem facilitated by the Hub.

Membership is available to:

- I. Entrepreneurs who are TTU students, faculty, staff, alumni, or members of the West Texas community with a start-up company (which may be pre-launch to commercial stage, social enterprises, or non-profits), preferably with limited funding and/or little or no sales revenue. If a business entity has not been formed as of the date of the application, the Member will initially be the individual(s) who plan to form the business. Once a business entity has been formed, this agreement will be signed by the initial Member to the business entity.
- II. Established businesses directly contributing to the enhancement of the Hub's mission and consistent with deepening the resources available to the entrepreneur ecosystem.

B. **Application Requirements** - Prospective Members must supply a business plan containing a one page summary of the business, a list of potential customers, description of the current status of the business, and a list of 3 milestones expected to be achieved during the membership, along with a complete membership application. Acceptance for membership in the Hub is at the sole discretion of TTU. Once accepted into the hub, startup ("Member") founder and team must complete orientation/tour process prior to gaining access to facility.

C. **Term** - Membership in the hub is on a periodic basis, but should generally not exceed a 3 year term. If the University is no longer able to provide the services and accommodations at the facility stated in this Membership Agreement ("Agreement") TTU will provide Member 15 days of notice of termination unless, due to circumstances beyond TTU's control, a shortened notice time is required. After the notice time has elapsed, the Agreement terminates. If Member fails to: pay membership, additional service fees as



required, adhere to this Agreement, comply with hub facility rules and policies (each is constituted as a “breach”) then, TTU will provide the Member 15 days of notice of termination due to breach. If Member does not cure the breach within the 15 day timeframe, the Agreement terminates.

D. **Facilities** - Members’ right to use the hub facility is on a non-exclusive “AS IS” basis, subject to availability and the facility use rules and policies attached as Exhibit A. TTU makes no warranties, express or implied, as to the suitability for the Member concerning the Hub facilities or additional services. Member is responsible for the behavior and safety of all its employees and other individuals at the Hub, pursuant to the membership guidelines. Member will perform background checks on all individual for which it requests access, and will require each to attend TTU’s Emergency Action Plan (EAP) training prior to the accessing the facilities (TTU Hub staff to coordinate and be familiar with TTU’s Fire and Life Safety Program).

[http://www.depts.ttu.edu/ttvd/Clery/TTU Fire and Life Safety Program.pdf](http://www.depts.ttu.edu/ttvd/Clery/TTU_Fire_and_Life_Safety_Program.pdf)

E. **Termination** - Consistent with the periodic nature of this Agreement, either party can terminate membership at any time by giving at least 30 days prior written notice to the other. Any such notice may be given at any time, and need not be given at the end of a monthly period.

F. **Balance of Payment** - On termination of the membership for any reason, this Agreement, including Member’s permitted access to the TTU facility, will terminate immediately and Member is responsible for paying TTU’s standard hub fees incurred but not paid up to the date the membership ends and for any additional hub services used prior to termination.

G. **Office Services** - So long as Member is in compliance with this Agreement, University will provide the office services noted below during normal hub operating hours.

H. **Membership Features** – Below is a brief excerpt of non-comprehensive benefits Members receive as part of the membership:

- a. Access to high-speed wireless internet, subject to the Service Level Agreement (“SLA”) attached as Exhibit B.
- b. Admission to membership-related events/programs held in the facility.
- c. Access to the hub 24/7, except when the hub facilities are closed for repair, maintenance, emergencies, and as otherwise necessary at TTU’s sole discretion.



- d. Access to a basecamp and atrium areas with co-working desk/table.
- e. Use of restroom & shower facilities.
- f. Access to Coffee and snacks as provided by Hub in common areas.
- g. Use of meeting and conference rooms, subject to availability and advance reservations.
- h. Access to a Basecamp with provided 3D printer, supplies, and white boards.
- i. Unreserved outdoor parking at the hub designated parking area as available (no parking in other TTU lots without valid permit or as otherwise permitted by University Parking Services)
<http://www.parking.ttu.edu/resources/pdf/rulesregulations.pdf>
- j. Mail pick-up and delivery service (non-hazardous materials only), ability to utilize Hub's address for purposes of business mailing address.
- k. TTU standard janitorial services (usually provided in the evening, after normal TTU operating hours); Member is responsible for cleaning up after him/herself and for additional cleaning required beyond TTU's standard janitorial services due to Member's activities or failure to clean up after him/herself.
- l. Access to the Hub's MIT Venture Mentor System based on availability.
- m. Access to the Hub entrepreneur directory.
- n. Based on availability: Access to Mentor pitch scrub sessions.
- o. Key Card Access Badges: In order to gain access to the facility, Members and their employees should see the Hub Administrative Assistant (AA) for requesting access. Member may request non-employee team members receive access, which may be granted in TTU's sole discretion and will follow the provisions below as set out for employees. There is a \$25 fee for processing extra badge requests.
 - (1) The new employee form must be completed by the employee and Member, and returned to the AA for signature by the AA. TTU will keep the original form, and will provide a copy to Member.



- (2) Fee for lost badge: Member must pay TTU a \$10 fee for each badge. The loss or theft of any badge must be reported immediately to the AA. Badges must be turned in to TTU upon termination of employee's employment by Member.
- (3) Issuing and Returning Keys for Designated Areas: Please see the AA to receive or return a key. To obtain a key to your office you must fill out a key form, available at the AA desk. Write the exact room number of your office/space. All keys must be returned to the AA upon graduation or termination of an employee. Member must pay TTU a re-keying fee for keys lost or not returned.
- p. Surveys: As part of the consideration for membership, Member agrees to complete TTU's initial assessment survey and additional annual surveys on company progress to support TTU research. Research data supports the mission of the University and may assist in an effort to secure additional resources to support TTU's startup ecosystem.
- q. Membership Plans: Members select from the following membership options, with payments due in advance either weekly, monthly, or annually based on plan selected:

Memberships are first-come, first-served basis and space is subject to limited availability.

- Level 1 - Hot desk: This option provided for access to the communal workspace, Atrium, and the Base Camp area.
 - \$ Weekly \$65
 - \$ Monthly \$150
 - \$ Semi-Annual \$600
 - \$ Annual \$1,000
- Level 2 – Cubicle Space: Semi-private cubicle space (Innovation Station) in Room 220G. Membership also includes the use of the refrigerator, microwave, coffee maker, and copy machine located in this room.
 - \$ Monthly \$225
 - \$ Annual \$1750



- r. Conference Room & Venue Rental: Conference rooms are scheduled on a first-come, first- served basis through an online scheduling portal and are open to the Hub accelerator companies, the Hub administration, Members, and others, as determined in TTU's sole discretion. Meetings may NOT be scheduled more than 60 days in advance. See innovationhub@ttu.edu for venue pricing. Rental may be subject to cancellation fees, cleaning fees, and deposit requirements.
- s. Periodically, TTU will survey the status of Member's revenues, funding, employees hired, interns hired, projects with TTU faculty, number of intellectual properties or trademarks filed, etc. As a Member of the Hub, you are required to submit this information in writing or through the online portal within a 72hr period of receiving a notice. Instructions and any relevant information will be provided as surveys are disseminated.
- t. Member agrees to require its employees, and any other team members who may access the hub facilities, to acknowledge in writing that they agree to abide by the terms of this Agreement. TTU may request copies of these acknowledgements before granting access to such individuals.
- u. TTU reserves the right to modify the Membership Agreement at any time.

Company Name: _____

Membership: _____

Monthly/Annual Fee: \$ _____

I have read and agree to all conditions listed in the TTU Hub Membership Agreement, and represent I am authorized to sign this Agreement on behalf of Member.



Texas Tech University Authorization:

Print Title: _____

Print Name: _____

Signature: _____

Date: _____

Member Authorization:

Print Title: _____

Print Name: _____

Signature: _____

Date: _____



Exhibit A: The Hub Facilities Use Rules & Policies

- A.** The facilities shall be used by the Member solely for entrepreneurial business growth and/or enhancement of the Innovation and Entrepreneurship ecosystem (the “Permitted Use” or “Permitted Services”). Member must obtain the prior written approval of the University for any other use of the facilities. All use of the facilities shall be on a non-exclusive basis, shared with the University and other Members, affiliates, guests, licensees, or tenants of the Hub.

- B.** The Member accepts the use of the facilities and services on an “AS IS” basis (including all furnishings, fixtures, and equipment (“FF&E”), computers, TV’s, and supplies). Texas Tech University makes no representations or warranties about their condition or fitness or use for a particular purpose.

- C.** Mail pick-up and delivery is available for non-hazardous materials only, and is subject to TTU’s Campus Mail Policy <https://www.depts.ttu.edu/opmanual/OP67.01.pdf> and MailTech policies <https://www.depts.ttu.edu/services/MailTech/>. Member is responsible for postage. Member uses mail pick-up and delivery service at Member’s sole risk and based on TTU’s MailTech delivery schedule; therefore, Member should carefully consider whether to use TTU’s mail pickup and delivery service for confidential, sensitive, or time- sensitive documents.

- D.** The Member may not make any improvements or alterations to the facility, including the changing of facility locks, without the prior written consent of the University. Unless expressly agreed in writing, any improvements and alterations approved by University shall become a part of the facility and shall become the property of the University, free and clear of all liens and encumbrances.



- E.** The University shall maintain the facilities in accordance with University standards. Member shall keep the facility in good order and shall promptly report to University all safety concerns it observes, as well as all FF&E, structural, and mechanical systems requiring maintenance and repair. Member is responsible and shall pay TTU for all damage caused by Member and its employees, agents, independent contractors, patrons, servants, invitees, or guests. Member will not self-repair any damage without the prior written consent of the University.
- F.** Use of the facilities includes use of the space, electricity, janitorial/cleaning services, and water and sewer costs. Any additional services or utilities, including telecommunications (local or long distance telephone service/internet access), environmental health and safety, shipping, receiving, and any unusual, extraordinary or non-routine use of utilities or services of University employees or facilities, shall be the sole cost and responsibility of the Member. Member will pay University's invoice for such costs within 30 days of receipt.
- G.** The Member shall not assign or sublease all or any part of its obligations under this Agreement or its permission to use any portion of the facilities without the advance written consent of the University. Consent may be withheld at University's sole and absolute discretion, nor shall Member permit any use of the facilities other than as specified in this Agreement.
- H.** The University shall have no responsibility for furnishing or equipping the facilities. Member may share use of the existing furnishings and equipment. Member shall be responsible for providing, at its sole cost and expense and only with University's prior written approval before moving anything into the facilities, any additional furniture, supplies, or equipment necessitated by Member.



- I. Member shall comply with and shall ensure that its employees, contractors, agents and invitees comply with all parking rules and regulations of the University.
- J. Member is solely responsible for the security of, any personal property stored, used in, or brought into the facilities, including the parking lot. Additional security may be provided with the advanced coordination of the University and at Member's sole cost and expense. University is not liable for the loss or damage to or theft of personal property belonging to Member or its employees or guests.
- K. Member shall permit the University, its agents and employees to enter into the facilities at any time. University shall make reasonable efforts not to disrupt Member's Permitted Use of the facilities.
- L. The Member shall comply with all federal, state and local laws, rules and regulations, and the procedures and policies of the University, as the same may be amended from time to time, specifically including University's anti-harassment and non-discrimination policies and regulations. If Member defaults in its obligation to comply with one or more of the aforementioned, Member shall have a period of 15 calendar days from receipt of notice within which to correct the default. If the default is not corrected within such time, or within such additional time as may be granted by the University upon a showing that Member is proceeding in good faith to correct the default, the University may terminate the Agreement at its discretion. If, in the sole discretion of the University, violation of one or more of the foregoing laws, rules, regulations, procedures or policies may cause a public hazard or nuisance, a danger to health and safety, or loss of University property, the University may demand the immediate correction of such violation.



- M.** After any use of the facilities and upon termination of this Agreement, Member will leave the facilities in similar good condition as when they were first accessed by Member, normal wear and tear accepted, and remove all of Member's personal property therefrom, within twenty (20) days from the date of termination. Failure on the part of Member to remove their personal property within twenty (20) days from the date of termination shall constitute a gratuitous transfer of title thereunto the University for whatever disposition is deemed to be in the best interest of the University. If the University does not accept nor wish to retain the property, the University, at its sole discretion, may remove, store, or dispose of such property at Member's expense, to be paid by Member to TTU within 30 days of receipt of an invoice.
- N.** Member shall not install any signage on the exterior or interior of the facilities without the prior written approval of the University. The quantity and location of signage will be within the University's sole discretion.
- O.** University reserves the right to give or withhold its consent to publication of any pictures which are of University property or which identify the University, its employees or students, which consent may be granted or withheld at the University's sole and absolute discretion. Nothing herein shall grant to Member any interests in, or rights to use, the University name, logo, or trademarks without the prior written consent of University which consent may be withheld in University's sole and absolute discretion.
- P.** At the time the Member generates gross sales revenue in excess of \$1000 the Member shall report that fact to University, and will obtain and maintain at Member's own expense, without lapse or material change, the following insurance. These insurance requirements may be changed at any time, without notice, if, in the sole discretion of the Texas Tech University System Director of



Risk Management, or when a modification is in the best interest of the University:

- a. Worker's Compensation coverage in accordance with applicable law and
 - b. General Liability and Automobile Liability coverage with limits of Two Hundred and Fifty Thousand Dollars (\$250,000) per person and Two Hundred and Fifty Thousand Dollars (\$250,000 per occurrence) is required by companies with more than \$1,000 in gross sales revenue. The liability policies shall name the University Parties as additional insureds. Proof of insurance must be submitted to the University prior to continuing to be a Member of the Hub.
- Q.** Member agrees to conduct its activities in the facilities in a careful and safe manner. MEMBER HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE UNIVERSITY, THE TEXAS TECH UNIVERSITY SYSTEM BOARD OF REGENTS, AND THE UNIVERSITY'S DIRECT-SUPPORT ORGANIZATIONS, AND THEIR RESPECTIVE TRUSTEES, OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, AND AGENTS (COLLECTIVELY "UNIVERSITY PARTIES") FROM AND AGAINST ALL ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS OR EXPENSES, INCLUDING ATTORNEYS' FEES, THAT MAY ARISE INDIRECTLY OR DIRECTLY FROM MEMBER'S BREACH OF ANY TERM OR CONDITION OF THIS AGREEMENT OR ANY ACT OR OMISSION IN CONNECTION WITH MEMBER'S USE OF THE FACILITIES, WHETHER CAUSED BY THE MEMBER'S ACTS OR OMISSIONS OF THE ACTS OF OMISSIONS OF THE MEMBER'S EMPLOYEES, AGENTS, CONTRACTORS OR INVITEES IN CONNECTION WITH THIS AGREEMENT.



- R.** THE MEMBER, ITS OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, INVITEES AND CONTRACTORS EXPRESSLY WAIVE ALL RIGHTS, CLAIMS AND DEMANDS, AND FOREVER RELEASES, DISCHARGES AND HOLDS HARMLESS THE UNIVERSITY PARTIES FROM ANY AND ALL DEMANDS, CLAIMS, ACTIONS AND CAUSES OF ACTION ARISING FROM ANY CAUSE WHATSOEVER AND ARISING DIRECTLY OR INDIRECTLY OUT OF MEMBER'S USE OF THE UNIVERSITY FACILITIES AND SERVICES, WHETHER CAUSED BY THE MEMBER'S ACTION OR NEGLIGENCE OR THE ACTION OR NEGLIGENCE OF THE UNIVERSITY PARTIES, THE MEMBER'S EMPLOYEES, AGENTS, CONTRACTORS OR INVITEES OR ANY THIRD PARTIES IN CONNECTION WITH THIS AGREEMENT. The University reserves the right, in its sole discretion, to require Member's officers, employees, volunteers, agents, participants, contractors, vendors, invitees or other third parties participating, assisting or using the University facilities or services in connection with this Agreement to execute a separate written waiver and release in a form to be provided by University. If a Member is at any time in default in the payment of rent, or any amount due to the University, or in the performance of any of the material stipulations, terms, conditions, agreements or provisions of this Agreement, the University may deliver written notice of such default. Member shall have a period of twenty (20) calendar days from receipt of such notice within which to correct the default. If the default is not corrected within such time, or within such additional time as may be granted by the University upon a showing that Member is proceeding in good faith to correct the default, the University may, at its option, terminate the Agreement.
- S.** The University reserves the right to require evacuation of the facilities when it is deemed necessary by the University for the health and safety of the University, community, or the Member.



- T.** No act of the parties hereto shall be construed as creating or establishing a partnership or joint venture of any type between the University and the Member. Neither party shall be authorized to commit or to obligate the other party.
- U.** The parties shall allow public access to all documents and other material subject to the provisions of State of Texas statutes, including the Texas Public Information Act, made or received in conjunction with this Agreement.
- V.** This Agreement shall be considered to have been executed in the State of Texas and shall be interpreted and enforced in accordance with the laws of the State of Texas. Venue for any dispute arising from this Agreement shall be in the county in which the facility is located. The University, as an agency of the State of Texas, is entitled to the benefits of sovereign immunity, and is exempt from taxation.
- W.** This Agreement may be terminated or modified, as appropriate, by reason of a force majeure event. A force majeure event shall include fire, earthquake, hurricane, flood, acts of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government of governmental agency or authority or any other cause, like or unlike any cause above mentioned which is beyond the control or authority of the University or the Member.
- X. Confidential Information.** Each party, as Recipient, hereby agrees that Confidential Information shall be kept strictly confidential to the extent permitted under Texas law, and that the Recipient shall not furnish or divulge Confidential Information to any individual or entity without the prior written consent of the Disclosing Party. The foregoing, it is understood that TTU will, on behalf of TENANT, need latitude to communicate with potential investors, strategic partners,



and other parties (“Other Parties”) in the course of providing services to TENANT through TTU. Unless otherwise specifically requested in writing by TENANT, TTU and its agents shall be permitted to communicate Confidential Information regarding TENANT with these Other Parties, provided that TTU first obtains the Other Parties’ agreement to maintain the confidentiality of any Confidential Information communicated to the Other Parties by TTU. Notwithstanding any other provision of this document, and subject to TENANT prior written approval, TTU shall be permitted to use TENANT’s name and generally describe TENANTS’s business in marketing materials, news releases, articles, speeches, and other promotional opportunities. ***Likewise, TENANT agrees that it will not publicize this Lease Agreement or disclose, confirm, or deny any details of this Lease Agreement to third parties, or use TTU’s name or protected marks without TTU’s prior express written approval.***

Exhibit B: TTU Hub Service Level Agreement

- A. The purpose of this Service Level Agreement (SLA) is to describe Internet access availability for Member within the boundaries of TTU’s Innovation Hub facility and to define Member’s responsibilities for the use of the connection. This SLA may be modified at any time, without notice, if, in the sole discretion of the University’s Chief Information Officer (CIO), it is in the best interest of the University to do so. The Information Technology infrastructure and operations at the hub, including IT standards, external connectivity, network, security, equipment, software, and associated processes, are crucial to ensure a reliable and secure computing environment. As such, all Member’s IT operations and practices at the Hub must comply with Texas Tech University operating policies (OP’s), including the TTU IT OP’s and security policies. All IT operations and services at the hub will be under the oversight and direction of the TTU Office of the CIO,



including any Member's sub-contracted IT operations and services. Where exceptions to TTU IT policies are warranted, the request and justification will be forwarded by the Member to the hub Managing Director, who will forward the request to the TTU CIO for review and resolution. Per TTU OP 52.01, line 13, "The CIO has final authority on all TTU IT-related issues, including exceptions to existing IT policies." The following are the agreed upon responsibilities covered by the SLA.

B. TTU responsibilities:

- I. Provide TTU guest Wi-Fi network connectivity. While the University is well connected to the Internet, no bandwidth guarantees are made.
- II. TTU guest Wi-Fi access is provided on a 'best effort' basis. No warranties are made regarding availability of the network.
- III. TTU does not support Apple Air Print printing or DLNA streaming services on the TTU guest Wi-Fi network. IP printing from Windows and Mac OS laptops and tablets is supported.

C. While the TTU guest Wi-Fi network is generally very reliable, downtime may occur due to several causes. Additionally, the Wi-Fi network may be unavailable during published maintenance windows or at any time usually with advanced notice.

D. TTU and/or Office of the CIO are not responsible for any loss of revenue or claims due to network outages or security breaches. Member's indemnification obligations under Exhibit A, The Hub Facilities Use Rules & Policies, apply to any claims, demands, liabilities, losses, costs, or expenses, including attorney's fees, that may arise indirectly or directly from TTU's provision of services under this SLA and to Member's use of TTU's IT infrastructure, operations and services.

E. In the event that Member's network devices are compromised and constitute a threat to TTU network resources, the connection is subject to disconnection without notice until the threat to TTU's



resources is eliminated or mitigated sufficiently. TTU will make reasonable efforts based upon potential risks to contact the Member before such an action is taken in an attempt to get the issue remediated without the need to disconnect service.

F. Member Responsibilities:

- a. Help maintain the health of the network by ensuring that devices connected to the provided Internet connection are kept up to date with vendor supplied security patches.
- b. Provide a primary IT contact. Member will be the primary contact for any technical or security problem.
- c. Troubleshoot the network using Member technical support resources before calling the TTU IT Help Desk (806.742.4357.)

G. General Terms:

- a. Member shall not assign or transfer all or any part of its rights or obligations under this SLA without the advance written consent of University, which consent may be withheld in University's sole and absolute discretion.
 - b. Member agrees to defend, indemnify and hold harmless University and Regents, officers, employees, volunteers, representatives, and agents from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees that may arise indirectly or directly from Member's connection to and/or use of TTU's network.
 - c. Member waives all claims for any TTU liability associated with this SLA, including without limitation, claims for special, incidental, indirect, or consequential damages.
- H. In the event Member is in breach or default of its obligations hereunder, TTU may terminate this SLA upon 5 days' written notice, or, in the case of compromised security of or threat to the University's network or information resources, may immediately terminate access.