



WMedIC Ideation Station Membership Agreement

WMedIC Ideation Station, a program of the WMU Homer Stryker MD School of Medicine (WMed), is a shared work environment for high-tech entrepreneurs requiring space in which to develop their business concepts. The Ideation Station program provides month-to-month access to the resources of the Innovation Center, helping technology companies grow to the point of taking on conventional leases at WMedIC or re-locating to existing facilities in the local community. Located inside the WMed Innovation Center, WMedIC Ideation Station provides low-cost office space and amenities in an entrepreneurial, innovative atmosphere. It provides networking opportunities, as well as access to on-site business tools and resources.

Membership Features

All memberships include (monthly fee is \$150 per desk)

- A month-to-month membership fee situation
- One dedicated desk and office chair
- A shared office area furnished with a conference table and comfortable seating
- Secure access 24 hours per day, 7 days per week
- Use of mailing address (Suite #100, mail placed in non-confidential mail cubby)
- Access to high-speed wireless internet
- Access to printer/scanner/copier (small fee applies when used)
- Use of private meeting rooms in WMed Innovation Center
- Access to café area
- Access to a community of high-tech entrepreneurs
- Free hot beverages and monthly luncheons
- Specialized events and trainings

Terms of Use

1. Acceptance of Terms.

The services that WMedIC Ideation Station, a program of WMU Homer Stryker MD School of Medicine (“WMed”) and the WMed Innovation Center (heretofore collectively referred to as “Ideation Station”), provides to you, the undersigned, are subject to the following Terms of Use (“TOU”) and to the Ideation Station Community Norms.

Ideation Station reserves the right to update the TOU at any time. Ideation Station will attempt to contact you to notify you of any updates within 30 days of their enactment using the contact information provided in the Membership Agreement.

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 TOU 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.

2. Description of Services.

Ideation Station may provide you with one dedicated desk, one office chair, and an open general office environment, which may include access to comfortable seating areas, Internet access, office equipment, meeting space, knowledge resources, and other services as Ideation Station may provide from time to time (collectively, "Services").

3. No Unlawful or Prohibited Use.

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

4. Use of Services.

You agree that when participating in or using the Services, you will:

- a. At all times be respectful and supportive of other Ideation Station members, WMedIC clients, their guests and Ideation Station staff. In particular, you will not engage in behavior that may be deemed by Ideation Station staff as abusive or harassing toward anyone on Ideation Station property. You will not post, display or upload materials that are profane or obscene.
- b. Use the provided Services in such a way that your use does neither damage to, nor degradation of, those Services. In particular, network resources will be used for general office use only. You will not engage in any activity that restricts or inhibits other users from enjoying the Services or other services provided by Ideation Station.
- c. Abide by all applicable laws and the policies of Ideation Station. You will respect the confidential information of others, and you will not engage in any activity that you know or have reason to know is illegal, or which is intended to enable the violation of any law or policy of Ideation Station in the future.
- d. Meet at least once a quarter with the management representative(s) of WMed IC to review and discuss the operation of its program and set quarterly goals/milestones, and will provide to WMed IC statistical information and documents that may be required for WMed IC to evaluate the program's operation to insure compliance with the goals and missions of WMed IC and this contract, including, but not limited to, financial statements, sales, intellectual property protection, and marketing data.

5. Disclosure.

Ideation Station reserves the right at all times to disclose any information about you, your participation in and use of the Services as required under law, and to edit, refuse to post or to remove any information or materials, in whole or in part, at Ideation Station's sole discretion. You acknowledge and agree that Western Michigan University and WMed are subject to State and Federal Laws and regulations including, but not limited to grant reporting, Public Records Laws, Anti-Discrimination Laws, and Health and Safety Regulations. You agree to comply with all laws that may also apply to the company by virtue of entering into this contract. You further certify that your business and/or enterprise are engaged in a lawful business under the laws of Michigan and the United States.

6. Confidentiality.

- a. 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 Ideation Station, or any participant or user of the Services or any employee, affiliate, or agent thereof that is nonpublic, confidential or proprietary in nature. Confidential Information also includes, without limitation: information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services or business affairs; any knowledge gained through observation of or access to the facilities, computer systems and/or books and records of

WMed/WMedIC or clients; any analyses, compilations, studies or other documents prepared by Ideation Station, its users or WMedIC clients or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or have reason to know should be treated as confidential.

b. 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 use the Confidential Information in any way directly or indirectly detrimental to Ideation Station, or any participant or user of the Services.

c. All Confidential Information remains the sole and exclusive property of Ideation Station or the respective disclosing party. You acknowledge and agree that nothing in this TOU 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 or proprietary rights of Ideation Station or any participant or user of the Services or other services provided by Ideation Station.

7. Payment.

A member can pay for their membership via check at the WMedIC front office. Other payment methods may be available—check with the front office.

8. Termination.

a. You may participate for a maximum of three years in the Ideation Station program. Membership is automatically renewed each month until cancelled by WMedIC or you. No renewals will be permitted beyond 36 months, at which time you must either exit the Ideation Station program for space in the community or move into dedicated WMedIC lab and/or office space under a standard 12-month lease.

b. Ideation Station reserves the right to terminate any Service at any time. Ideation Station further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the TOU.

c. You may choose to terminate the Service at any time.

d. No refunds will be given for memberships that are terminated before the membership term has expired.

e. Upon the termination of Services, you shall deliver all Ideation Station key cards which shall have been furnished to you. In the event of the loss of any key cards so furnished, you shall pay Ideation Station a lost card fee.

9. Indemnification.

Client hereby covenants and agrees to indemnify and hold WMed/WMedIC harmless from all loss, damage, liability and expense, including attorney's fees, resulting from any injury to person or any loss of or damage to any property caused by or resulting from any acts, omission, or negligence of Client or any officer, employee, agent, contractor, invitee, or visitor of Client in or about the Premises or the Building, except to the extent any loss, damage, liability or expense results from any act, omission, or negligence of Landlord or any officer, employee, agent, contractor, invitee or visitor of WMed/WMedIC. WMed/WMedIC shall not be liable for any loss, damage or injury to person or property sustained by Client or any visitor, agent, employee, invitee, or licensee in or about the Premises, or the Building, including, without limitation, any such loss, damage, or injury resulting from fire, explosion, falling objects, steam, gas, electricity, water, rain, or snow or leaks from any part of the Premises or the Building or from the pipes, appliances or plumbing work or

from the roof, street or subsurface or from any other place or by dampness or for any cause whatsoever, except to the extent liability or expense results from any act, omission, or negligence of WMed/WMedIC or any officer, employee, agent, contractor, invitee or visitor of Landlord.

10. Severability.

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

11.

- a. Client agrees that its representative will meet at least once a quarter with the management representative(s) of WMed IC to review and discuss the operation of its program and set quarterly goals/milestones, and will provide to WMed IC statistical information and documents that may be required for WMed IC to evaluate the program's operation to insure compliance with the goals and missions of WMed IC and this contract, including, but not limited to, financial statements, sales, intellectual property protection, and marketing data.
- b. Client acknowledges and agrees that Western Michigan University and WMed are subject to State and Federal Laws and regulations including, but not limited to Public Records Laws, Anti- Discrimination Laws, and Health and Safety Regulations. Client agrees to comply with all laws that may also apply to the company by virtue of entering into this contract. Client further certifies that its business and/or enterprise are engaged in a lawful business under the laws of Michigan and the United States.
- c. During the period of the Client's engagement with the Western Michigan University Homer Stryker M.D. School of Medicine Innovation Center at 4717 Campus Drive, Kalamazoo, Michigan and for six (6) months thereafter, Client shall cooperate fully with WMed to publicize WMed IC's incubation/acceleration programs and the Client's participation in any programs. WMed shall have the right to disclose that the Client is a participant in WMed IC's incubation/acceleration program, to use photographs taken of the Client, and to describe the Client's activities in a generalized, descriptive manner as part of WMed's customary public relations activities.

12. Additional General Terms.

By signing this TOU, you furthermore agree to the following additional terms and conditions of your membership:

- a. Housebroken service animals as defined under the ADA are allowed, but other animals are prohibited;
- b. The Premises shall not be used for lodging;
- c. In the case of lost key cards, Ideation Station can replace the card during business hours only, and you will be responsible for any associated fees;
- d. You shall cause all doors to the Premises to be closed and securely latched before leaving the building;
- e. Ideation Station reserves the right to close and to observe the holidays designated by WMedIC.
- f. Alcoholic beverages are not permitted on premises unless permission has been granted in writing by Ideation Station/WMedIC management.

I hereby acknowledge that I have read and understood all of the terms and conditions contained in this TOU (including the attached Community Norms) and further agree to be bound to the TOU and Community Norms regarding my participation in and use of the Services. This agreement is good until the end of the calendar year, or until updated by WMedIC.

Company Signature: _____

Name (Printed): _____

Date: _____

Company Name: _____

City, State: _____

Email: _____

Phone number: _____

WMed Innovation Center Signature: _____

Name (Printed): _____

Date: _____

Community Norms

We are excited to have you join our Ideation Station community. As members of the Ideation Station program, it is important that we respect the space, and each other. We (and your fellow members) encourage and expect you to take pride and ownership in your community by adhering to the following community norms:

1. The single biggest benefit of Ideation Station membership is access to your fellow members. We absolutely encourage Ideation Station members to make connections, collaborate, share ideas, provide advice and generally make cool stuff happen. We encourage Ideation Station members to buy goods and services from each other, but members may NOT directly solicit other members. It's just annoying and may result in cancellation of your membership.
2. The building is also a place of business for tenant companies, so please respect their privacy and professional needs.
3. We're excited to share this space with you, but we're not excited to share your mess. Please remember that Ideation Station is a shared space, which means others will be using it as well. It is important that you clean up after yourself and maintain your dedicated space in a neat manner. Do not spread beyond your allocated area.
4. The refrigerator in the café area is free to anyone to use, but only take what is yours. You will be notified when a cleaning of the refrigerator is scheduled. The friendly Ideation Station staff reserves the right to throw anything in the refrigerator away, including breakthrough science experiments.
5. Please do not share your key card with anyone. Ideation Station key cards are not transferable and should not be given to anyone else for any reason.
6. Every person using Ideation Station must be a paid member. If a member has a meeting with a non-members, please reserve a meeting room. Members are absolutely accountable for the conduct of their guests.
7. We invite you to use the meeting rooms as needed. They must be reserved through the Room Wizard system or through the front office.
8. There are a lot of people in the building who need to use the meeting rooms, so please, don't monopolize them. And please clean up after using any room. If you move furniture, put it back to the original format when you are finished.
9. Please be mindful of others when using a cell phone and step out of the Ideation Station when speaking on the phone. Also, keep it on vibrate so that no one has to repeatedly listen to your awesome ring tone.
10. We welcome your feedback! As an Ideation Station community, we encourage two-way communication between our members and our staff. If you have ideas or suggestions, please feel free to share them with us.

I agree to these Ideation Station Community Norms and to take pride and ownership in the Ideation Station space.

Signature: _____

Name (Printed): _____

Date: _____

THE WMU HOMER STRYKER MD SCHOOL OF MEDICINE INNOVATION CENTER (WMEDIC) WAS CREATED TO FOSTER ENTREPRENEURIAL ACTIVITY BY PROVIDING ASSISTANCE TO EMERGING LIFE SCIENCE, INFORMATION TECHNOLOGY, ENGINEERING, AND OTHER HIGH TECHNOLOGY BUSINESSES.

IN ADDITION TO THIS COMPLETED APPLICATION FORM, A FORMAL REQUEST FOR INCUBATOR SPACE AND/OR SERVICES IN THE WMEDIC FACILITY MAY INCLUDE A COMPLETED BUSINESS PLAN, WRITTEN BY THE ENTREPRENEUR, INCLUDING AT LEAST TWO YEARS OF CASH FLOW PROJECTIONS; PROOF OF WORKER'S COMPENSATION AND GENERAL LIABILITY INSURANCE; AND A REPORT OF ANY LITIGATIONS PENDING AGAINST THE APPLICANT OR PRINCIPLES INVOLVED.

THE WMEDIC IS A NON-PROFIT ENTITY, OFFERING ITS COUNSELING SERVICES AT NO COST TO ITS CLIENTS. ACCORDINGLY, WMEDIC DISCLAIMS ANY AND ALL LIABILITY AND RESPONSIBILITY FOR ITS CLIENTS' BUSINESSES AND THEIR BUSINESS ENDEAVORS. ALL DECISIONS CONCERNING CLIENT BUSINESSES ARE AND SHALL REMAIN THE SOLE RESPONSIBILITY OF ITS OWNER(S).