

# Service Agreement: Virtual Office Basic Membership

Tel: 705-719-7976 Fax: 1.855.315.0031



## Services Licensed

SuiteWorks Business Centres Inc agrees to: provide professional Workspace, Services and Other Conditions described on the Agreements face and reasonable access to areas of the Facility including parking (subject to capacity limitations), restrooms, corridors, reception lobbies and casual meeting area in the cafe. In SuiteWorks Business Centres Inc sole and absolute discretion, and at its cost, upon 30 days prior written notice, it reserves the right to relocate Customer and its employee(s) to alternate but comparable Workspace within the Facility. [Mobile Professional Customers, using 10 & 20 hours/week part-time packages, can cumulate weekly Workspace usage (rounded to the nearest hour) over the duration of any calendar month and carry over from one week to another within the month but may not carry over any unused Workspace limits to a subsequent month. Usage in excess of the monthly limit will be charged at \$15 per hour. Such part-time Mobile Professional customers understand the part-time Workspaces are subject to availability on a first-come basis; if they wish to be assured of a Workspace when required, they should reserve the Workspace in advance].

## Billing & Occupancy

SuiteWorks Business Centres Inc will bill Customer electronically via email monthly for Total Monthly Fees and Additional Services specified on the face page. Total Monthly Fees are payable in advance, without deduction or offset, on the first business day of each month. Additional Services are billed to the same credit card or EFT supplied. Payments not received when due by the tenth day after due shall incur a 5% late charge and thereafter accrue interest on outstanding balances at a monthly rate of 1.5%. Upon termination of the Agreement or expiry of its Term, Customer consents to SuiteWorks billing to its credit card or debiting via electronic funds transfer from its bank account any outstanding amounts due to SuiteWorks Business Centres Inc including for Additional Services.

## Early Termination & Renewal of Agreement

Customer shall notify SuiteWorks Business Centres Inc of its intention to renew the Term of this Agreement by written notice one month (30 days) before the Term's expiry. Standard pricing for Workspace and Additional Services applicable at the time of renewal shall be provided. Customer may elect to terminate the Term of the Agreement before its expiry by notifying SuiteWorks Business Centres in writing of its desire to do so accompanied by an early termination payment equal to 50% of the remaining Total Monthly Fees otherwise due for the balance of the Term.

## Personnel and Liability

Customer's employees, agents and invitees will not use or occupy any of the Facility for unlawful purposes and will conduct themselves in a manner that does not disturb other individuals in the Facility; their supervision is the responsibility of the Customer. Customer will provide a list of authorized employees/users for system security, billing and control purposes. No change in the list of persons authorized to use Workspaces shall be permitted without the prior written consent of SuiteWorks Business Centres Inc.

Customer understands and acknowledges that SuiteWorks Business Centres Inc provides no property insurance for any of the Customer's property while in the Facility. Customer further understands and acknowledges that SuiteWorks Business Centres Inc provides no liability insurance for any of Customer's activities or workers compensation insurance for Customer or any of Customer's agents, employees or guests. Customer agrees to maintain general commercial liability insurance with a limit of no less than \$1,000,000. This policy will name SuiteWorks Business Centres Inc as an additional insured. Customer agrees to indemnify SuiteWorks Business Centres Inc for injury or illness to any person in the Facility for the loss of Customer or Customer's employees' personal property in the Facility or damage done to equipment or property of SuiteWorks Business Centres Inc or any individual in the Facility, caused by Customer or Customer's employees or guests. Customer agrees to hold harmless SuiteWorks Business Centres Inc, its officers, employees and agents from any claim, damage, liability, injury, expense or loss, including defence costs and lawyers' fees, arising from employee activities under this Agreement. Accordingly, SuiteWorks Business Centres Inc shall promptly notify Customer of any claim or action brought against SuiteWorks Business Centres Inc.

## Equipment & Technology

All equipment, software, furniture or other items provided by SuiteWorks Business Centres Inc will remain the property of SuiteWorks and may not be moved, removed or altered any way without written consent of the Client Services Manager. Unauthorized removal or alteration of any equipment and/or furnishings may result in immediate termination of this Agreement and may be prosecuted pursuant to applicable laws. Access to the SuiteWorks Business Centres Inc network including for internet services, assumes normal transmission/receipt of bandwidth; SuiteWorks Business Centres Inc reserves the right to limit usage if it exceeds normal customer profiles or charges may apply.

Customer will not redecorate, install/place other furnishings or wiring of any kind that will require any alterations to the Facility or Workspace(s) without prior written approval nor display any signs on, or visible from, the exterior of the Workspace or exterior of the Facility's building.

SuiteWorks Business Centres Inc is not responsible for any equipment owned by the Customer or its staff that is lost, stolen or damaged. All damage or injury to the Workspaces, furniture, equipment or common area facilities of the SuiteWorks Business Centres Inc caused by Customer or by its employees, agents, or invitees shall be repaired or promptly replaced by Customer at its sole expense, to the satisfaction of SuiteWorks Business Centres Inc.

## Other Terms

Customer shall not assign, sublet, or transfer its interest in this Agreement without obtaining the prior written consent of SuiteWorks Business Centres Inc, such consent may be given or withheld in SuiteWorks Business Centres Inc's sole discretion. This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements. The terms of this Agreement may only be changed or amended in writing signed by both of the parties. It may be renewed by mutual written consent and such notice of renewal is effective only when signed by authorized representatives of both parties. Customer and its employees and agents agree to abide by the Customer Code of Conduct; failure to comply with its terms may result in the termination of this Agreement and the denial of access to the Facility to Customer's employees or agents. SuiteWorks Business Centres Inc will furnish Customer with a copy of its Customer Code of Conduct and any amendments thereto. The relationship of SuiteWorks Business Centres Inc and Customer hereunder is solely that of licensor or licensee. Neither party shall be considered to be an employee nor agent of the other and nothing in this Agreement represents or implies a landlord-tenant relationship nor a partnership or joint venture between the parties.

This Agreement shall be construed, governed, and interpreted pursuant to the laws of the province of Ontario and the laws of Canada applied therein. The Customer's employee(s) will initially refer all differences of opinion regarding services provided, performance or operating procedures to the Client Services Manager. Any differences that cannot be resolved at that level shall be forwarded to the President of SuiteWorks Business Centres Inc Inc. who will gladly assist. SuiteWorks Business Centres Inc will not be responsible for any losses resulting from delay, or failure in performance, from any cause beyond SuiteWorks Business Centres Inc's control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, power failures or acts of God. The provision of communications and other information technology services by SuiteWorks Business Centres Inc, and their use by the Customer, will be subject to Terms of Service, a copy of which has been provided to Customer.

Customer agrees that it has read and understood the Terms of Service and agrees that they are binding on Customer. SuiteWorks Business Centres Inc will not guarantee uninterrupted operation of such services and in no event shall it be liable for direct, indirect or consequential damages or injury to the Customer's business or potential business, no matter what causes such damages. Failure of either party to enforce any provision in this Agreement shall not be deemed to be a waiver of that right. Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder shall remain fully valid and enforceable.

Customer shall be in default hereunder when it does not pay any sum payable under this Agreement or if it fails to perform any of its other covenants. If Customer does not cure such default within five (5) days after written notice from SuiteWorks Business Centres Inc, SuiteWorks Business Centres Inc shall have the right without further notice, and in addition to and not in lieu of other remedies, to terminate all of the Customer's rights under this Agreement and take possession of the subject Workspace(s).

Upon such action by SuiteWorks Business Centres Inc, Customer shall remain liable for all previous obligations as well as those which may subsequently accrue, including all sums otherwise payable for the duration of the Term of the Agreement.