



Membership Terms and Conditions

Updated: July 30 2025

Your membership with The Verge is conditioned on your acceptance and compliance with these Membership Terms and Conditions (“Terms and Conditions”) which are also available for you to review and print via emailing The Verge or asking a member of The Verge team for a copy. By purchasing a membership online via StartupSpace or by executing The Verge OKC Membership Agreement (each, a “Membership Agreement” and collectively, with the Terms and Conditions, the “Agreement”), Member, on behalf of itself and each of its employees, members, agents, contractors, and invitees, agrees to be bound by these Terms and Conditions for the benefit of The Verge OKC, an Oklahoma 501(C)(3) not for profit corporation (“The Verge”). As used herein “Member”, “Licensee”, “you”, or “your” means the person clicking submit or whose name appears on The Verge OKC Membership Agreement ,and any and all employees, members, agents, contractors, and invitees of the same.

Purpose

The Verge operates an entrepreneurship hub with co-working and incubation facilities located at 600 N. Robinson Ave, Suites 500 & 600, Oklahoma City, OK 73102 (“Facility”) whereby Members may license and use space as further described below for the purpose of conducting business. For purposes of these Terms and Conditions, the term “Facility” means, with respect to a Member, the Facility at which the Services will be provided.

Member desires to license space at the Facility under these Terms and Conditions and agrees as follows:

1. MEMBERSHIP LEVELS AND ASSOCIATED SERVICES (EACH, A “MEMBERSHIP LEVEL” and, upon entering into a Membership Agreement, a “Membership”)

The Verge offers the following Membership Levels and associated services set out below (“Services”). Membership Levels shall be set forth in the Membership Agreement. Members agree to pay the Membership Fee applicable to the selected Membership Level as set forth in the Membership Agreement.

Community Member Services/Day Pass:

- Access to The Verge Facility during “Business Hours” (Monday - Friday // 9:00 am - 5:00 pm) excluding observed holidays
- Observed Holidays: New Years Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving and the following day, Christmas Eve through New Years Day.
- Use any of non-reserved work areas.
- Wi-Fi access
- Coffee and water
- Print & copy machine access with a maximum allowance of 20 pages printed included for Community Member Services/Day Pass. For additional pages, Member will be charged \$0.15 per page for B&W and \$0.70 per page for color.

Community Member Services/Annual:

- 10 days a month access to The Verge Facility during “Business Hours” (Monday - Friday // 8:00 am - 5:00 pm) excluding observed holidays.
- Observed Holidays: New Years Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving and the following day, Christmas Eve through New Years Day.
- Use any of non-reserved work areas.
- Wi-Fi access
- Coffee and water
- Print & copy machine access with a maximum allowance of 60 pages printed per month. For additional pages, Member will be charged \$0.15 per page for B&W and \$0.70 per page for color.
- Member-only events and benefits
- Reservable conference rooms, training room up to 2 hours per month

Community Member Services/Monthly:

- Access to The Verge Facility during “Business Hours” (Monday - Friday // 8:00 am - 5:00 pm) excluding observed holidays.
- Observed Holidays: New Years Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving and the following day, Christmas Eve through New Years Day.
- Use any of non-reserved work areas.
- Wi-Fi access
- Coffee and water
- Print & copy machine access with a maximum allowance of 60 pages printed per month. For additional pages, Member will be charged \$0.15 per page for B&W and \$0.70 per page for color.
- Member-only events and benefits
- Reservable conference rooms, training room up to 3 hours per month

Private Desk Member Services:

- Community Member Services/Monthly as listed above
- Access to Facility 24 hours a day, 7 days a week.
- Furnished desk space with chair, lockable file cabinet, privacy dividers, and monitor.
- Print & copy machine access with a maximum allowance of 100 pages printed per month. For additional pages, Member will be charged \$0.15 per page for B&W and \$0.70 per page for color.
- Member-only events and benefits
- Reservable conference room hours up to 4 hours a month
- Option to use The Verge’s Address as its postal address for additional cost per month

Private Office Member Services:

- Community Member Services/Monthly as listed above
- Access to Facility 24 hours a day, 7 days a week.
- Fully furnished office with desks and chairs
- Ability to use The Verge’s address as its postal address

- Print & copy machine access with a maximum allowance of 100 pages printed per month. For additional pages, Member will be charged \$0.15 per page for B&W and \$0.70 per page for color.
- Member-only events and benefits
- Reservable conference room hours up to 4 hours a month

Incubator Office/Desk Member Services:

- Same as Private Office/Desk Member services
- Monthly meetings/coaching - email nathan@vergeokc.com with questions

2. LICENSE GRANT; USE OF FACILITY.

By entering into a Membership Agreement, Member acknowledges and agrees that The Verge is granting, and Member is receiving, a revocable, nontransferable, nonexclusive, limited license to use the Facility (“License”) for the sole and exclusive purpose of either use of general office space or space for educational purposes.

Member agrees that it shall only use the space, office or desk(s) assigned by The Verge and shall not encroach upon or obstruct the neighboring members, or any Common Areas (defined below) of the Facility, passageways or use any other areas for any other purpose unless otherwise provided for herein without the prior written consent of The Verge. Member acknowledges and agrees that it is not receiving, and Member shall not at any time claim that it received, any leasehold interest, nor a license coupled with an interest, nor any other interest or estate of any kind or extent whatsoever other than the License granted herein. Member hereby unconditionally and irrevocably releases The Verge from any claim it may now or ever have in respect of any interest other than the License granted herein. Further, Members receiving Services with the Facility hereby unconditionally and irrevocably release The Verge OKC (“Facility Landlord”) and JRB Citizen LLC (“Facility Owner”), from any claim such Members may now or ever have in respect of any real estate interest in and to the Facility other than the License granted herein.

All Members have shared use of Public Access Areas/Common Areas with other Members. “Common Areas” includes our restrooms, kitchen, print/copy/shred area, passageways, community/huddle spaces, and conference rooms. All conference rooms may be reserved. “Member” is free to use conference rooms at any time that they are not otherwise reserved. Reserved hours are limited per Membership Levels above. Common Areas do not include private offices or dedicated desks. Common Areas used by you must be kept clean, inviting, and ready for the next Member.

3. USE OF SHARED RESOURCES

Member agrees to use the utilities, office supplies, print and copy services, and internet services (“Common Resources”) in a manner that is reasonable, in the ordinary course of doing business and on average about the same as other members, or in the case of printing, in the amounts outlined to corresponding membership levels. Any additional usage must be with The Verge’s written consent. If The Verge becomes concerned about Member’s use of Common Resources, The Verge will provide Member with a written warning and a reasonable opportunity to cure. Failure to cure is a breach of the Membership. The Verge may implement a metering system, as it deems necessary, to ensure fair and orderly access to Common Resources.

4. NETWORK

Member shall not use, and shall ensure its employees do not use, the internet for any unlawful or illegal purpose or for viewing pornography. Member agrees not to send unsolicited commercial email (spam) using

The Verge's network, use the network to facilitate a distributed denial of service (DDoS) attack or any other unlawful behavior, and if requested by The Verge, will cooperate fully with any investigation by The Verge and/or law enforcement. If requested by The Verge, Member will cooperate to remove viruses, worms, Trojans, bots and other malware from its computer systems. To minimize interference with the common wireless data and voice network(s), Member agrees that it will not set up an independent wireless network at the Facility without prior consultation and written approval from The Verge. If The Verge becomes concerned about Member's use of common wireless data and voice network(s), The Verge will provide Member with a written warning and a reasonable opportunity to cure. Failure to cure is a breach of the Membership Agreement.

5. DEDICATED RESOURCES PROVIDED 'AS IS'

Member accepts (as applicable): (a) the assigned desk(s) assigned, or (b) the assigned office, or (c) the community desk(s); on an "as is" basis with no representation or warranty by The Verge regarding the condition of the Common Areas or the office or desk(s) or their suitability for Member's business. The Verge has no obligation to repair any part of the office or desk(s) unless The Verge otherwise agrees to such repairs in writing. Member acknowledges and agrees that even in the best-managed office environments, systems, services, and security failures will occur.

6. USE OF DEDICATED RESOURCES; PERMITS

Private Office and Incubator Members shall maintain, at their respective sole cost and expense, the desk(s) or office assigned by The Verge in the same condition in which the desks and/or offices(s) were delivered to Member, ordinary wear and tear excepted. Member shall be responsible to pay for all necessary replacements and repairs to the assigned desk(s) or office to the extent the need for replacements or repairs was caused by the negligence or misconduct of Member. Member shall not make any alterations or additions, nor permit the making of holes in the Facility's walls, partitions, ceilings or floors, nor permit the painting or placing of exterior signs, placards, promotions or other advertising media, banners, pennants, awnings, aerials, antennas, or the like in or about the Facility under any circumstances without the prior written consent of The Verge. Member shall comply with all laws, ordinances, orders and regulations affecting Member's business and this License. Member acknowledges and agrees that it shall not conduct any trade or occupation in the Facility, or shall it make use thereof, if the trade or occupation would be unlawful, improper or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city of Oklahoma City, Oklahoma.

Licensee shall not use any method of heating or air conditioning other than that which is supplied by The Verge, without the prior written consent of The Verge.

If there are any memberships, authorizations, licenses, permits and/or other requirements by any governmental agency or authority for the conduct of Member's business at the office or desk(s) assigned by The Verge, Member shall be responsible for obtaining them at Member's expense.

7. PROHIBITED ACTIONS; LIENS

Member shall not bring or keep, or permit to be brought or kept, in the Facility any weapon or flammable, combustible or explosive fluid, chemical or substance.

Member shall comply with all workplace smoking Laws. The Verge is a smoke-free facility. There shall be no smoking or vaping in bathrooms, lobbies, and other common areas or otherwise in the Facility.

Private Office and Incubator Members agree not to suffer any mechanic's lien to be filed against the Facility by reason of any work, labor, Services, or materials performed at or furnished to assigned office or desk(s).

8. RELOCATION

Member acknowledges that no exclusive rights or use of a particular desk or office have been granted by The Verge and that the desk(s) or office assigned to any Member by The Verge may be relocated within the Facility by The Verge with no less than 30 days written notice, with no liability to The Verge.

9. The Verge FACILITY MANAGEMENT

Member acknowledges that The Verge's active management of the Facility necessitates access by The Verge to the office or desk(s) assigned to Member, without advance notice, in order to provide the Services, view the condition of the office or desk(s), make alterations and repairs and so forth. The Verge will use reasonable efforts to ensure that such visits do not disrupt Member's operations. Additionally, Members grant the same access and rights to Facility landlords and their representatives or agents.

10. The Verge ACTIVITIES AND EVENTS

The Verge may hold public or private events at the Facility during and after Business Hours. To accommodate such events, The Verge may, on occasion, temporarily move Member work areas. The Verge shall make reasonable efforts to keep such distraction to a minimum. Property within a Private Office(s) or assigned desk(s) will not be disturbed.

11. CHILDREN; GUESTS; PETS

The Verge supports families and understands that, on occasion, Members may need to bring children to the Facility. If your children are in the Facility, please ensure your children do not interfere with the productive environment for other Members. Do not bring ill children to the Facility. Members with disruptive children may be asked to remove the children from the Facility and hereby agree to comply with any such request.

All guests are required to sign in at the front desk and abide by all The Verge policies, which are available at the front desk. If you have a guest visiting for longer than 2 hours they should either: (1) buy a day pass from the front desk or (2) rent a conference room (subject to availability) for the duration of their stay. This applies to daytime and after-hours guests.

Pets are not allowed on the Facility premises although working Service Animals, as defined under the Americans with Disabilities Act, may accompany a Member or guest. In such cases, Member understands and agrees that they are responsible for any messes created by their service animal.

12. ACCESS CARD ACCESS

A "Card-Holder" is any person who takes possession of an access card/key fob or has access to The Verge Facility at 600 N. Robinson Ave. Suites 500-600. Card-Holders must secure the facility: (a) after entering the Premises any time after 6pm and before 8am, and (b) at any other time when the Card Holder believes themself to be the last person in the Facility.

Members who pay for 24/7 access may be subject to a background check conducted by a third party prior to being issued an access card. Members receiving services at Incubator Membership Level may also be subject to such processes and requirements as established by Incubator Landlord and Incubator Owner for obtaining, replacing, or returning access cards.

24/7 access and/or your membership may be denied or revoked at the sole discretion of The Verge for any violations of these Terms and Conditions or for any unlawful behavior deemed to violate The Verge policies, whether current or in the past, based on the results of the above-mentioned background check.

13. CONFIDENTIALITY

The Verge is an open environment shared by many different people and organizations. Anything said should be expected to be heard by others. Given this dynamic, you are responsible for ensuring appropriate confidentiality of your business or personal information. While all members are expected to respect the privacy and confidentiality of others, The Verge bears no responsibility in this matter.

14. ANTI-HARRASSMENT POLICY; INTOXICATION AND ILLEGAL DRUG USE

The Verge is dedicated to providing a harassment-free experience for everyone, regardless of gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, ethnicity or religion. The Verge does not tolerate any form of harassment of people at its Facility or at its events. Further, The Verge does not tolerate intoxication or illegal drug usage.

Harassment includes, but is not limited to:

- Offensive verbal comments
- Sexual images
- Deliberate intimidation
- Stalking
- Intrusive photography or recording without consent
- Sustained disruption of talks or other events
- Inappropriate physical contact
- Unwelcome sexual attention

The above behaviors will not be tolerated and anyone asked to stop is expected to comply immediately. If a participant behaves unacceptably, The Verge staff may take any action it deems appropriate, including removal from the Facility without warning and no pro-rated refund of the Membership Fee will be provided. The Verge may exclude or remove from the Building any person who, in the judgment of The Verge, is intoxicated or under the influence illegal drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

If you observe a violation of this The Verge Anti-Harassment Policy or are aware of another member using intoxicants or illegal drugs at the Facility or repeatedly showing up intoxicated, please report same to The Verge Staff or Board of Directors immediately. Reports can also be made anonymously.

15. PAYMENT OF MONTHLY FEE; SECURITY DEPOSIT

The “Membership Fee” is the amount currently being charged by The Verge for the particular Membership Level requested by Member either on the date Member joins The Verge, or on a subsequent date if Member requests a change of its Membership Level. The initial monthly Membership Fee will be paid at the time of Member’s acceptance of these Terms and Conditions and entering into a Membership Agreement. In the event the Term (as defined in the applicable Membership Agreement) commences on any day other than the first day of a calendar month, the monthly Membership Fee shall be charged on that same day each month. In such cases, if Member wishes to change their fee to be billed at the first of each month, please contact a Verge staff member to assist.

Members renting a private office or private desk must pay a security deposit in the amount charged by The Verge at the time Member accepts these Terms and Conditions for the given office or desk (the “Security Deposit”). Upon acceptance of these Terms and Conditions, Member shall deliver the Security Deposit to The Verge. The Security Deposit will be held by The Verge, without interest, and may be commingled with other assets of The Verge. Member acknowledges that if Member defaults in the performance of any of its obligations hereunder, The Verge may, but shall be under no obligation, use the Security Deposit to satisfy any or all of such obligations which includes, without limitation, payment of Membership Fees, payment for damages to the Facility or any office or desk(s). The Security Deposit, or a portion thereof (if any), shall be returned to Member 10 days after the later of: (i) termination of the Membership; or (ii) the date Member vacates the office or desk(s) assigned by The Verge, or (iii) after The Verge completes any repairs due to damage caused by Member. The Verge’s obligation to return the Security Deposit, or a portion thereof, shall be met by refunding the amount to the credit card on file.

16. TERMINATION

Termination for Convenience

With respect to those Members whose license is on a month-to-month term, either party may terminate the Membership at any time upon written notice of termination to the other, and termination will become effective on the first day of the month following receipt of such notice. In the event Member and The Verge have agreed upon a term longer than month to month, including a twelve (12) month term, such Members shall be required to continue its obligations under these Terms and Conditions, including the payment of the Membership Fee, for the duration of such term. A termination notice may be provided via email to Verge full-time staff with no less than 30 days notice of intent to terminate.

Termination for Cause

Member shall be in default, and The Verge may immediately, upon written notice, terminate the Membership for cause if Member: (i) fails to perform any of the material terms, conditions or covenants of the Membership, including without limitation, failure to pay the monthly Membership Fee; (ii) vacates the office or desk(s) assigned by The Verge coupled with the failure to pay any fees or payments required hereunder; (iii) ceases to use an assigned office or dedicated desk for a period of more than thirty (30) days, whether or not Member is still paying the Membership Fee, (unless Member has provided The Verge with a reason that Member will not be using the Facility for an extended period of time), or (iv) becomes insolvent or becomes unable to pay debts when they become due. In the event of any of the aforementioned circumstances, The Verge shall have the immediate right to remove Member and any persons claiming rights through or under Member and their property from the Facility, lockout and bar Member and all persons claiming rights through or under Member from doing business in The Verge, remove facility access, all amounts due and owing shall immediately become due and payable including, with respect to those Members who have agreed to a term other than month to month, the Membership Fee for the remainder of the term, and The Verge shall, without prejudice, retain all other rights and remedies under law and in equity. All rights and remedies of The Verge herein or at law and in equity are cumulative. Notwithstanding the aforementioned right of immediate termination, in the event Member fails to pay the Membership Fee, The Verge may, in its sole discretion, contact Member and demand payment.

Members whose Membership has been terminated may attend public events at the Facility. However, Members terminated for harassment or other security reasons are permanently barred from the Facility and may not enter the Facility for any reason.

17. INDEMNIFICATION

Member, on behalf of itself and the Member Group, hereby releases and agrees to defend, indemnify, and hold harmless The Verge OKC., its direct and indirect affiliates, and its and their respective members, directors, managers, employees, agents, contractors, lessees, successors, assigns, heirs or representatives of any of the above mentioned parties (collectively, "The Verge Indemnitees") from and against any and all injuries, illnesses, liabilities whether in contract or tort (including negligence), losses, claims, suits, actions, liens, demands, expenses, damages and judgments for loss, (including attorney fees, disbursements, and all other costs and expenses incurred in the investigation, defense or settlement of any claims covered by this indemnity) for bodily injuries, property damage, loss of life or physical property, and claims of third parties (all referred to as "Claims"), incurred due to, arising from or in any way connected with Member's or its employees', members', agents', contractors', invitees', or affiliates' (collectively, "Member Group") business, activities or access to and use of the Facility, except those Claims caused or occasioned solely by the gross negligence or willful misconduct of the indemnified party for such Claim.

Any Member receiving services at The Verge, on behalf of itself and the Member Group, hereby releases and agrees to defend, indemnify, and hold harmless the Landlord and the Owner, their direct and indirect affiliates, and its and their respective members, directors, managers, employees, agents, contractors, lessees, successors, assigns, heirs or representatives of any of the above mentioned parties (collectively, "City Indemnitees") from and against any and all injuries, illnesses, liabilities, losses, claims, suits, actions, liens, demands, expenses, damages and judgments for loss, (including attorney fees, disbursements, and all other costs and expenses incurred in the investigation, defense or settlement of any claims covered by this indemnity) for Claims incurred due to, arising from or in any way connected with Member's or Member Group business, activities or access to and use of the Facility, except those Claims caused or occasioned solely by the gross negligence or willful misconduct of the indemnified party for such Claim.

18. LIMITATION OF LIABILITY

Member, on behalf of itself and the Member Group, acknowledges that neither The Verge (nor, with respect to Landlord or Owner), is responsible for financial or other losses as a consequence of Member's or Member Group's receipt of Services from The Verge, or the lack or insufficiency of the Services, regardless of the cause. The Verge (and, with respect to the Landlord or the Owner), shall not be liable to Member Group for indirect, special, incidental, consequential or other similar damages, including loss of work, profit, goodwill or otherwise, for any delay or cessation in the commencement or continuance of Member's business operations. The Verge's only obligation under the Membership is to perform the obligations prescribed to it pursuant to the Membership and for any direct damages arising out of The Verge's gross negligence, willful misconduct or fraud.

The Verge (and, with respect to Incubator, Incubator Landlord or Incubator Owner), shall not be responsible or liable for, and Member, on behalf of itself and Member Group, hereby expressly waives, any and all claims against The Verge (and, with respect to the Landlord or the Owner) for injury to persons or damage to Member Group's property, regardless of the cause and in the event of casualty or condemnation, except to the extent caused by the gross negligence or willful misconduct of The Verge (and, with respect to the Landlord or the Owner), or their agents, employees or contractors. Member Group's property located anywhere in the Facility shall be there at Member Group's sole risk. Except to the extent caused by the gross negligence or willful misconduct of The Verge (and, with respect to the Landlord or the Owner), or their agents, employees or contractors, The Verge (and, with respect to the Landlord or the Owner) shall not be liable for, and Member, on behalf of itself and Member Group, waives, all claims for loss or damage to Member Group's business or damage to persons or property sustained by Member Group or any person claiming by, through or under Member Group resulting from any accident or occurrence anywhere in, on or about the Facility, including, without limitation, claims for loss, theft or damage resulting from: (i) equipment or appurtenances becoming out of repair; (ii) injury done or occasioned by wind or weather; (iii) any defect in or failure to operate, for whatever reason, any sprinkler, heating or air-conditioning equipment,

electric wiring or the installation thereof, gas, water or steam pipes, stairs, porches, railings or walks; (iv) broken glass; (v) the backing up of any sewer pipe or downspout; (vi) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or other pipe; (vii) the escape of steam or water; (viii) water, snow or ice being upon or coming through the roof, stairs, doorways, windows, walks or any other place upon or near the Facility; (ix) the falling of any fixture, plaster, tile, stucco or other material; (x) any act, omission or negligence of other Members or any other persons or occupants of the Facility or of adjoining or contiguous buildings, or owners of adjacent or contiguous property or the public, or the construction of any private, public or quasi-public work; or (xi) any cause of action of any kind or nature.

19. NO ASSIGNMENT

Member shall not sell, assign, mortgage, pledge, sublicense, grant concessions or transfer the Membership or any interest herein, without The Verge's prior written approval, which may be withheld at The Verge's sole and exclusive discretion.

20. SUBORDINATION

Member's rights under the Membership shall be subject and subordinate at all times to: (i) all ground leases or underlying leases that may now exist or hereafter be executed affecting the office or desk(s) assigned hereunder or the Facility; and (ii) any mortgage or deed of trust that may now exist or hereafter be placed upon all or any portion of the Facility or any ground leases or underlying leases for the benefit of The Verge. Termination of The Verge's lease will immediately and automatically terminate the Membership and all The Verge's obligations to Member without the need for a further written instrument. Notwithstanding the foregoing sentence, if for any reason The Verge's lease is terminated, The Verge will provide a courtesy notice to Member, who will immediately remove all belongings and vacate the Facility.

21. ATTORNEY FEES

Member shall reimburse The Verge, upon written demand, for all actual and reasonable costs, expenses and attorneys' fees and disbursements that The Verge incurs in connection with a breach or default by Member under the Membership or the enforcement of any provision or covenant of the Membership against Member, regardless whether suit is commenced, or settled or judgment is entered.

22. CHOICE OF LAW/WAIVER OF JURY TRIAL

The Membership shall be subject to, interpreted by and in accordance with the laws (excluding conflict of law provisions) of the state of Oklahoma. Any and all claims of action shall be brought in the state or federal courts of the County of Oklahoma, Oklahoma. MEMBER HEREBY EXPRESSLY AND KNOWINGLY WAIVES ANY AND ALL RIGHT TO A JURY TRIAL IN ANY ACTION, SUIT, CLAIM OR COUNTERCLAIM ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE HEREOF.

23. SURRENDER; ABANDONMENT

Upon termination of the Membership for any reason, Member shall remove its effects and belongings, peaceably surrender such the office or assigned desk(s) or the Common Areas, in not worse than the same order, repair and condition in which it was received, subject to ordinary wear and tear, and damage caused by The Verge or its agents, employees, or contractors and vacate the Facility. Should Member fail to remove its effects, surrender the office or desk(s) assigned by The Verge and vacate the Facility following the termination of the Membership, Member's personal property shall be deemed to be abandoned and The Verge may remove and dispose of Member's personal property in any manner it desires and Member hereby

releases The Verge and irrevocably waives any claim against The Verge for such removal and disposition and The Verge shall have no liability for same. If the assigned desk or office requires repairs, The Verge will repair the damage and withhold the amount for the repairs from Member's security deposit. If the cost to repair damage exceeds the amount of the security deposit, The Verge will invoice Member and Member agrees to immediately pay the invoiced amount in readily available funds.

Any time The Verge reasonably believes a Member has vacated or abandoned the office or desk(s) assigned by The Verge, The Verge may deem Member's office or desk(s) to be vacant, The Verge may pack up and remove Member's belongings, and The Verge may redeploy the office or desk(s) to another member. If Member has not given formal notice of termination, The Verge will deem that Member's notice was given on the date that The Verge makes the above determination. The Verge will use its best efforts to inform the responsible parties and Member of this action.

24. NO WAIVER

The failure of The Verge to insist upon strict performance by Member of any of the conditions, provisions, rules and regulations, expectations and agreements in the Membership, or to exercise any option, shall not be deemed a waiver of any of The Verge's future rights or remedies. The Verge may, in its sole and exclusive discretion, waive any one or more of these Terms and Conditions for the benefit of any particular member. Such waiver shall not prevent The Verge from thereafter enforcing any such term or condition against Member or any or all other members of the Facility.

25. AMENDMENT

The Verge may, at any time, change or rescind any one or more of these Terms and Conditions, and create additional reasonable terms and conditions as in The Verge's judgment, and sole discretion, may from time to time be necessary for the management, safety, care and cleanliness of the Facility, and for the preservation of good order therein, as well as for the convenience of other occupants and licensees.

26. INTELLECTUAL PROPERTY

Member shall not refer to The Verge in any manner including, without limitation, use of the words "The Verge OKC." or "The Verge" in any name, logo or other means of identifying Member or its business without the consent of The Verge, provided, Member may use The Verge or the address of The Verge for mailing address purposes. Member shall grant The Verge a limited, non-exclusive, revocable license to use Member's name or mark on The Verge's website and other print and electronic publications for promotion, advertising and marketing purposes for the Facility. The Verge may offer branding opportunities for Member, including signage above dedicated desk or office area.

27. NOTICES

Any notice required by any provision hereof shall be given in writing and either personally delivered or delivered by electronic mail to The Verge or to Member at the email address on file. Notice shall be deemed to have been given when delivered personally or the same day mailed electronically. Either party may designate another address for notice by providing notice to the other of its change of address pursuant to this provision.

28. INSURANCE

The Verge shall keep in force policies of Property Insurance and General Liability Insurance sufficient to cover the common areas of the Facility and any permanent improvements in the Facility and worker's compensation, if applicable.

Member Group is solely responsible for their own belongings and actions. It is strongly recommended that Member Group carry a Renter's Insurance policy to cover your own equipment while using The Verge Facility, as well as insurance required by law, including worker's compensation insurance, if applicable. The Verge and Member agree to obtain and maintain throughout the term of the Membership endorsements to their respective insurance policies waiving the right of subrogation of their insurance companies against the other party and its agents and employees. Member shall cause its insurer to name The Verge as an additional insured.

29. Consent to Use Likeness

Member, on behalf of itself and Member Group, understands that when at the Facility, Member or members of the Member Group, including, but not limited to, employees, may be photographed, filmed, interviewed or otherwise for commercial purposes, or Member's or members of the Member Group's likeness or voice may be in the background of an interview or other publicity coverage. Member, on behalf of itself and others included in the Member Group, hereby releases any claim Member or others included in the Member Group, may have with respect to such publicity coverage and grants and conveys to The Verge all right, title and interest in and to any and all such photographs, images, video, audio recording or likeness associated with use of the Facility or Services and agrees that The Verge may use such photographs, images, audio recordings or likenesses in connection with publicity.

30. Contacting The Verge

To contact us with any questions, please send an e-mail to hello@vergeokc.com, and we will work to ensure your inquiry is passed on to and answered by the appropriate person in a timely manner. Please be aware that e-mail you send us is not necessarily secure against interception. If your communication pertains to sensitive information then you should contact us in person or via regular mail or telephone.