



Q STATION CREW MEMBER AGREEMENT

Q Station: The premises located at 3225 Central Avenue NE Suite E, Albuquerque, New Mexico 87106 operated and managed by New Mexico Trade Alliance (the “Trade Alliance”) on behalf of the United States of America Air Force Research Laboratory (“AFRL”)

Crew Member Contact Information:

Name: _____ Company: _____

Address: _____

Telephone: _____

E-Mail: _____

The above-named Crew Member acknowledges that Crew Member has read the Terms and Conditions set forth below and agrees to be bound by the Terms and Conditions in connection with Crew Member’s use or occupancy of Q Station.

In exchange for access to Q Station, I pledge my time and effort whenever possible to contribute to its success. This includes, but is not limited to, accepting introductory meetings, sponsoring and/or participating in Q Station events and activities, and leveraging my network for the benefit of other Inhabitants and Crew Members.

Crew Member Signature

Date Signed

TERMS AND CONDITIONS

1. **Term.** The term of this Agreement will begin upon the date this Agreement is signed by Crew Member and will end on the date that is one year after such date (as it may be extended as provided below, the “Term”), subject to early termination as provided in Section 8 below. Crew Member may request that the Term be extended by delivering a written request for extension to the Trade Alliance at least fifteen (15) days prior to the end of the then-current Term. The Trade Alliance may agree to extend the Term in its sole discretion.
2. **License of Shared Space.** Crew Member will have a license to use the Q Station premises on the terms and conditions set forth herein and in the Q Station Culture rules set forth in Exhibit A attached hereto and incorporated into this Agreement for all purposes. Nothing contained in this Agreement is intended to create a lease or any other interest in real property in favor of Crew Member. The parties only intend to create a license that is revocable at will by either the Trade

Alliance or Crew Member. Crew Member may not sublicense any of Crew Members rights granted in this Agreement.

3. License Fee. Crew Member will not be required to pay a license fee or any other fee for the use of the Q Station.
4. Access. Crew Member will access to Q Station Monday through Friday from ____ a.m. to ____ p.m., except in the event of an emergency or other situation that prevents access to the premises. Crew Member is responsible for maintaining the security of the key code or access device assigned to Crew Member to access Q Station, and shall promptly notify the Q Station Program Manager if security is compromised.
5. Rules. Crew Member agrees to abide by the Q Station Culture rules set forth in Exhibit A, which may be amended from time to time by the Trade Alliance in its sole discretion.
6. Guests. Crew Member is permitted to conduct occasional meetings with work-related guests in the reserved conference room in Q Station. All guests must be accompanied by Crew Member at all times while in Q Station. Crew Member will be responsible for any damage caused by Crew Member's guests while in Q Station.
7. Personal Property. None of the Trade Alliance, AFRL, New Mexico Institute of Mining and Technology or the owner of the property on which Q Station is located is responsible for Crew Member's personal property or liable for any damage or loss thereof. Crew Member will not store any personal property of Crew Member anywhere within Q Station. Any personal property of Crew Member remaining in Q Station at any time or after expiration or termination of this Agreement may be disposed of by the Trade Alliance in its sole discretion. Crew Member waives all claims regarding Crew Member's personal property.
8. Termination. Crew Member or the Trade Alliance may terminate this Agreement without cause upon thirty (30) days written notice. The Trade Alliance may terminate this Agreement immediately upon a breach by Crew Member of any provision of this Agreement.
9. Damage to the Premises. Crew Member will be liable for all damage to the Q Station premises and property caused by Crew Member or Crew Member's guests. Crew Member will pay to the Trade Alliance all claims for damage caused by Crew Member within thirty (30) days after request for payment.
10. Technology Release. It may be necessary to install software applications onto Crew Member's computer, tablet or other mobile device to access the Q Station's internet connection or to use computer and other equipment located within Q Station. None of the Trade Alliance, AFRL, New Mexico Institute of Mining and Technology or the owner of the property on which Q Station is located is responsible for any damage to Crew Member's computer, tablet or other mobile device, nor does any of them assume any liability or warranty in the event any manufacturer warranty is voided.
11. Waiver of Claims. To the fullest extent permitted by law, Crew Member, on Crew Member's own behalf and on behalf of Crew Member's employees, guests, heirs and personal representatives, waives any and all claims against the Trade Alliance, AFRL, New Mexico Institute of Mining and Technology and the owner of the property on which the Q Station is located, and their respective

directors, officers, employees and agents, resulting from injury to any person or damage or destruction of any property.

12. Indemnification. Crew Member agrees to indemnify and hold harmless each of the Trade Alliance, AFRL, New Mexico Institute of Mining and Technology or the owner of the property on which Q Station is located against all losses, damages, liabilities, costs or expenses, including reasonable attorneys' fees, resulting from all claims, proceedings, investigations or actions arising out of or in connection with Crew Member's breach of this Agreement or Crew Member's negligent or willful acts or omissions. This indemnification obligation shall survive the expiration or termination of this Agreement.
13. Limitation of Liability. Neither party hereto will be liable under any legal or equitable theory for any special, indirect, incidental, punitive, compensatory or consequential damages of any kind whatsoever.
14. Force Majeure. Performance of any obligation of either party hereunder will be excused so long as prevented by act of God, weather, act of a public enemy, fire or other casualty, labor dispute, electrical shortage, failure of communications or common carrier, governmental orders resulting from a pandemic or other public health emergency or other circumstances reasonably beyond such party's control and that it cannot circumvent using its best efforts ("Force Majeure"). Without limiting the foregoing, in the event that the Force Majeure continues for more than ninety (90) days, then either party may immediately terminate this Agreement upon written notice to the other party.
15. Relationship of the Parties. The Agreement shall not create or be deemed to create any agency, partnership, joint venture or other relationship between the Trade Alliance and Crew Member other than that of licensor and licensee.
16. Notices. Any and all notices under this Agreement will be given via email to the email address of Crew Member set for above or to the Q Station Program Manager at alberto@gstation.tech.
17. Assignment. This Agreement may not be assigned by Crew Member, either in whole or in party, without the written prior approval of the Trade Alliance, which approval may be withheld in the sole discretion of the Trade Alliance.
18. Severability. If a court of competent jurisdiction shall declare any part of this Agreement invalid or unenforceable, it shall not affect the validity of the balance of this Agreement.
19. No Waiver. Neither party will be deemed by any act or omission to have waived any of its rights or remedies hereunder unless such waiver is in a writing signed by the waiving party.
20. Interpretation. This Agreement will be fairly interpreted in accordance with its terms and without strict construction in favor of or against a party based on the identity of the drafter of this Agreement or any term or provision of it.
21. Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of New Mexico, without regard to its conflicts of law principles. Any dispute related to this Agreement will be resolved in state or federal courts located in Bernalillo County, New Mexico, and the parties consent to the jurisdiction thereof.

22. Entire Agreement. This Agreement, including Exhibit A, constitutes the entire agreement between the parties relating to the subject matter hereof and may not be changed in any manner except by a writing executed by both parties or as otherwise expressly permitted in this Agreement. All prior agreements and understandings between the parties regarding the matters described in this Agreement are hereby merged into this Agreement.
23. Electronic Signatures. The parties agree that this Agreement may be signed by Crew Member using an electronic signature, such as a pdf signature or a DocuSign signature. A copy of this Agreement executed by Crew Member using an electronic signature will have the same force and effect as an original, wet-ink signed agreement.
24. Drugs and Alcohol. Crew Member will not distribute, dispense, sell, possess, use or consume controlled substances, including marijuana and unauthorized prescription drugs, or alcohol at any time while Crew Member is in Q Station, the building that houses Q Station or the private parking lot serving Q Station.

EXHIBIT A

Q Station Culture

April 2021

The success of Q Station's unique working environment depends on the considerate and collaborative culture of its Inhabitants and Crew Members. To ensure that all Crew Members and others working at and visiting Q Station will have a high quality and valuable experience, we expect the following from individuals representing a company, government agency or non-profit association working full-time out of Q Station:

Considerate and collaborative cultural norms:

- We encourage Crew Members to have a resourceful, self-sufficient, and collaborative mentality to maximize their daily productivity and experience at Q Station. Crew Members are encouraged to utilize Q Station to exchange ideas and information with other Crew Members, Inhabitants, and guests operating out of the facility
- Crew Members will commit to practice clear, honest, and respectful communication to establish a collaborative environment
- Crew Members will preserve the safety and trust of all Crew Members, Inhabitants and visitors to Q Station. They will demonstrate respect for others' personal space and dignity, as well as each other's belongings.
- Crew Members will have limited access to Q Station, an open shared workspace. There will be no assigned work or seating areas for Crew Members nor visitors in Q Station—Crew Members (and visitors/others) are encouraged to use the different available workspaces, and not remain at one seated area more than one day in a row.

- Q Station is a constantly evolving, entrepreneurial initiative. Crew Members will help contribute to the betterment of Q Station by sharing positive and negative experiences and perceptions with Q Station staff.

Resources and logistics norms

- The Q Station Program Manager will be present every day to help develop relationships between Crew Members, Inhabitants and visitors and to ensure there is a quality work experience available to all.
- There will be administrative staff available to Crew Members as it relates to utilizing the spaces and technology at Q Station. This staff is not to be used in a personal assistant capacity or to support the administrative needs of Crew Members.
- Crew Members will have access to snacks, beverages, coffee and espresso machines, refrigerators, a microwave, and kitchen provided by Q Station. These are available free of charge for Crew Members and small numbers of guests. Crew Members should make other arrangements with Q Station staff for large meetings or events at the expense of the Crew Member.
- Crew Members will be responsible for personal cleanliness and regular cleaning and disposal of personal dishware, tupperware, and food and beverages. Any area used should be left as it was found. Use of disinfectants at the end of the day is encouraged and appreciated.
- Crew Members will also have limited access to printing and office supplies. These should be used at a pace consistent with average personal consumption. Larger quantities of supplies or printing needed for large meetings or events should be coordinated with Q Station staff at the expense of the Crew Member.
- Crew Members will be responsible for receiving their meeting guests at the door and for their visit to Q Station—there may not always be a front office/reception area or Q Station personnel to assist. This includes ensuring that guests adhere to current public health orders.
- Crew Members will have access to Zoom and conference rooms in Q Station where they can participate in video calls (Zoom/Google Meets) in the privacy of a closed room. During high-demand times availability of Zoom rooms may be limited to two hours.
- All meeting space and equipment available for check-out must be done through the reservation system.
- Use of Q Station for events must be requested with sufficient notice to Q Station Staff for consideration on a case-by-case basis.
- Crew Members will have access to lockers to secure essential personal items when not in use. No overnight storage is permitted for Crew Members.
- Parking is provided in the Wellesley Court parking lot behind the Q Station building; parking is first come, first serve. Free parking may also be available curbside on Wellesley Drive next to the Wellesley Court parking lot.

Rules for maintaining a safe shared space:

- Crew Member will use the Q Station wireless internet access (“wifi”) only for lawful purposes. Crew Member will not use the wifi to:
 - send unsolicited commercial messages;

- transmit any false, inaccurate or misleading information;
 - be defamatory, obscene, indecent, threatening or harassing;
 - infringe upon any third party's intellectual property rights;
 - access protected data or intercept personal information without authorization; or
 - engage in any illegal conduct.
- No pets or animals of any kind may be brought into the Q Station except for service dogs trained to do work or perform tasks for individuals with disabilities as contemplated by the Americans with Disabilities Act.