**BUSINESS IDENTITY SUITES**

**HOUSE RULES AND REGULATIONS**

All Clients of Business Identity Suites (“BIS”) their agents, employees, servants, invitees, licensees, clients, customers, family members and guest shall at all times abide by and observe the House Rules and Regulations set forth herein.

The following House Rules and Regulations pertain to the office facility ("Facility") occupied by Clients of Business Identity Suites, at 625 E. Twiggs Street, Tampa, Florida 33602 as well as the Building Rules and Regulations incorporated within this document. These rules have been formulated for the safety, comfort and well-being of all Clients. Adherence to these is necessary to guarantee that each Client will enjoy a safe and undisturbed occupancy of its premises. These Rules and Regulations are subject to change from time to time.

1. **Office, Access and HVAC Hours**
	1. Normal Office Hours are from 8:00 a.m. - 6:00 p.m. Mon.- Fri., subject to holidays (list provided annually)
	2. Building HVAC hours are from 8:00 a.m. to 6:00 p.m. Mon-Sun.
	3. Reception Assistance is available during Normal Office Hours.
	4. Office entry at times other than Normal Office Hours shall be limited to card access.
	5. HVAC service at times other than the Building HVAC hours shall be furnished only upon written request of Client delivered to BIS before 1:00 pm on the day such usage is requested, and before Friday at 1:00 pm if Client requires such service on the weekend. Client shall bear the cost for such services, which is determined by Landlord and subject to change from time to time. The current rate is $50.00 per hour.

1. **Parking**
	1. Reserved parking spaces are available for a monthly fee. There are a limited number of spots available for reservation.
	2. Designated parking will be enforced and violators will be towed.
2. **Accommodation**
	1. Upon move in: BIS may ask Client to sign an inventory of all accommodation, furniture, and equipment Client is permitted to use, together with a note of its condition, and details of the keys or entry cards issued to Client.
	2. Client shall not put up any signage, hang any items or images on the doors or walls or alter any part of its accommodation or make any additions, nor install or maintain in the Building, any fixture, appliance device or sign without BIS’ express written consent.
	3. Taking care of BIS’s property: Client must take good care of all parts of the Facility, its equipment, fittings and furnishings that Client uses. Client must not alter any part of the Facility.
	4. Keys and security: Any keys or entry cards which BIS lets Client use remain BIS' property at all times.
	5. Client must not make any copies of the keys and/or entry cards or allow anyone else to use them without BIS's consent. Any loss must be reported immediately and Client must pay a reasonable fee for replacement keys or cards and for changing locks, if required. This rule improves security levels of the Facility. If Client is permitted to use the Facility outside normal working hours it is Client's responsibility to lock the doors to Client's accommodation and to the Facility when Client leaves. This is to ensure the safety of individuals and property at the Facility.
3. **Use**
	1. Clients shall not leave open any corridor doors, exit doors or door connecting corridors during or after business hours. All corridors,

halls and doorways shall not be obstructed by Client or used for any purpose other than egress and ingress.

* 1. Clients shall utilize the available conference rooms for all office meetings with guests so as not to interfere with the business of other Clients. For meetings involving less than 6 persons, Clients shall utilize the small conference room reserving the large conference room for larger parties and special events approved by BIS. All conference room shall be reserved in advance by Clients to ensure their availability prior to use.
	2. Client's name and address: Client must not use the name Business Office Suites or the specific name of the Building or Facility Client is using in any way in connection with Client's business. Client may not use the Facility as Client's registered address for service-of-process.
	3. Client's employees and guests shall conduct themselves in a businesslike manner; proper business attire shall be worn at all times; the noise level will be kept to a level so as not to interfere with or annoy other Clients and Client will abide by BIS directives regarding security, keys, parking and other such matters common to all occupants.
	4. Client shall not, without BIS prior written consent, store or operate In the office space, workstation(s) or the Facility any computer (excepting a personal computer) or any other large business machine, reproduction equipment, heating equipment, stove, toaster, radio, stereo equipment or other mechanical amplification equipment, vending or coin operated machine, refrigerator or coffee equipment. Additionally, Client must not conduct a mechanical business therein, do any cooking therein, or use or allow to be used in the Building, oil burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed hazardous on account of fire or any explosives shall be brought into the Building. No offensive gases, odors or liquids shall be permitted. No firearms shall be permitted. The Building is intended to be used solely for office use.
	5. The electrical current shall be used for ordinary lighting, powering personal computers and small appliances only unless written permission to do otherwise shall first have been obtained from BIS at an agreed upon cost to Client. If Client requires any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at Client expense by the personnel designated by BIS.
	6. Clients may not conduct business in the hallways, reception area or any other area except in its designated office without the prior written consent of BIS.
	7. No pets or animals are allowed to enter or permitted in the Building.
	8. Kitchen Services Fee allows Clients and visitors access to self-service coffee and filtered water. This fee is mandatory and will be charged per office occupant for Full-time clients.
	9. Client shall not use the Facility for manufacturing or storage of merchandise except as such storage may be incidental to general office purposes. Client shall not occupy or permit any portion of the Facility to be occupied or used for the manufacture, sale, gift or use of liquor, narcotics or tobacco in any form.
	10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Facility by Client nor shall any changes be made to existing locks or the mechanisms thereof.
	11. Canvassing, soliciting and peddling in the Building are prohibited and Client shall not solicit other Clients for any business or other purpose without the prior written approval of BIS.
	12. All property belonging to Client or any employee, agent or invitee shall be at the risk of such person only and BIS shall not be liable for damages thereto or for theft or misappropriation thereof.
	13. No smoking shall be permitted at any time in the Building and front entrance for the Building.
	14. Clients, their officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of verbal, or physical, harassing, or abusive, behavior to BIS employees, other Clients or invitees, in the Facility for any reason.
1. **Services and Obligations**
	1. Furnished office accommodation: With the exception of standard artwork, pictures, and whiteboards, Client shall not affix anything to the windows, walls or any other part of the office or the Facility or make alterations or additions to the office or the Facility without the prior written consent of BIS.
	2. Office Services: BIS is happy to discuss special arrangements for the use of the facilities outside BIS's normal opening hours where the Facility is located. There may be an additional charge for such special arrangements. This can be discussed at the time of arrangement.
	3. All of the pay-as-you-use services are subject to the availability of BIS's staff at the time of any service request. BIS will endeavor to deal with a service request at the earliest opportunity and provide the additional service. Client requires, but will not be held responsible for any delay.
	4. If in BIS's opinion, BIS decides that a request for any pay-as-you-use service is excessive, BIS reserve the right to charge an additional fee at BIS's usual published BIS based on the time taken to complete the service. This will be discussed and agreed upon by both parties at the time Client makes such request.
2. **Client Agreement**
	1. Nature of Agreement: BIS may transfer the benefit of the Agreement and BIS’s obligations under it at any time.
	2. This clause reflects the fact that Client is taking a serviced office agreement and not a lease and that BIS retains overall control of the Facility. Clients have no real-property interest of any kind in the Building.
	3. If Client's company merges with another or Client needs to allow an affiliate to use the services provided under Client agreement, Client shall notify BIS at least thirty (30) days before in writing, explain the need for any change and BIS will give careful consideration in each case.
	4. Data Protection: Client agrees that BIS may process, disclose or transfer any personal data which BIS holds in relation to Client provided that in doing so BIS take such steps as BIS considers reasonable to ensure that it is used only:
* to fulfill BIS' s obligations under Client agreement
* for work assessment and fraud prevention
* to make available information about new or beneficial products and services offered by BIS
	1. BIS may increase the monthly office fee on each and every anniversary of any Agreement. BIS will provide the Client with written notice of any increase.
	2. Subordination: Client's Agreement is subordinate to BIS's lease with BIS' landlord and to any other agreements to which BIS' lease with BIS' landlord is subordinate.
1. **Fees**
	1. Standard services: The standard fee and any fixed, recurring services requested by Client are payable in advance, by the 1st day (or such other day as BIS designation) of each month following the date Client receives its bill. Where a daily rate applies, the charge for any such month will be 30 times the standard fee. For a period of less than a month the standard fee will be applied on a daily basis. Services may not be cancelled during the term of the agreement or any renewal.
	2. Pay-as-you-use and Additional Variable Services (Non-Recurring): Fees for pay-as-you-use services, plus applicable taxes, in accordance with BIS' published rates which may change from time to time, are invoiced in arrears and payable on the 1st day (or such other day as BIS designates) of the month following the calendar month in which the additional services were provided.
	3. Office Set up Fee: An office set up fee will be charged in accordance with Client's Agreement.
	4. Exit Fee: A fee of $1.50 per square foot for each occupied office will be charged upon Client's departure or if Client, at Client option, chooses to relocate to different rooms within the Facility. BIS reserves the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.
	5. Late Payment Fee: If Client does not pay fees when due, a fee will be charged on all overdue balances. After the 5th day of the month, Client will be assessed a late charge of $100.00 on the 6th and $25.00 for each day thereafter until the rent is paid in full, all as a late fee. If Client disputes BIS any part of an invoice Client must pay the amount not in dispute by the due date or be subject to late fees. BIS also reserves the right to withhold services (Including for the avoidance of doubt, denying Client access to Client accommodation) whiile there are any outstanding fees and/or interest or Client is in breach of this Agreement.
	6. Insufficient Funds Fee: Client will pay a fee of $50 or the maximum amount permitted by law for checks returned due to insufficient funds. Any other declined payment due to insufficient funds will be charged a fee of $50.
	7. Service Retainer *I* Deposit: The Client shall be required to pay a service/retainer as set forth in the accompanying Proposal/Term sheet upon entering this Agreement.
2. **Liability**
	1. Mail: Client releases BIS from any liability arising out of or incurred in connection with any mail or packages received on Client's behalf.
3. **IT and Technology Policy**
	1. This Policy forms pertains to the use of the BIS Network and any IT and phone connections provided by BIS to Client. The policy complements the Office Agreement referenced therein whereby Client has contracted for serviced office space and wishes to use BIS Telecommunication and Internet connectivity services and equipment.
	2. BIS is considered a DSP (downstream service provider), which means BIS provides a personalized managed connection to the Internet. The Internet access service is branded BIS Network.
	3. The BIS Network service provides Clients with a Business Class Internet connection designed for email, BIS web browsing, and the occasional upload/download of data.
	4. The BIS Network service is a Shared Bandwidth service with other individual BIS Clients within the same BIS office space.
	5. The service does not provide Clients with the following capability:
	* The ability to run "site to site" VPN connections.
	* The ability to run VOIP based telephony other than that which is provided or approved by BIS.
	* The ability to run any Bandwidth intensive applications or web accessible server based BIS (e.g. an
		+ FTP, Mail, or web server).
	* Should a Client require any of the above types of access, or has a requirement for a fixed amount of Bandwidth available to them, then the Client should speak with a BIS representative to discuss options for increasing bandwidth.

All commercial terms and conditions for the above services will be provided upon request.

No representation or warranty of any kind is made by BIS as to specific standards or compliance with security or data-protection levels. Likewise, any warranty relative to performance of spam filters is expressly disclaimed.

**BIS Internet and Telecommunications Policy**

* 1. Content: Clients acknowledge that BIS does not monitor the content of information transmitted through BIS's telecommunications lines or equipment, which includes, but is not limited to, internet access, telephone, fax lines and data lines ("Telecommunications Lines"). Client further acknowledges that BIS is merely providing a conduit for Client's internet transmissions, similar to a telephone company, and that BIS accepts no liability for the content of transmissions by its Clients.
	2. Restrictions: The BIS Internet access (BIS Network) may be used only for lawful purposes and shall not be used in connection with any criminal or civil violations of state, federal, or international laws, regulations, or other government requirements. Such violations include without limitation theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; violation of export control laws or regulations; libel or defamation; threats of physical harm or harassment; or any conduct that constitutes a criminal offence or gives rise to civil liability. Clients are responsible for maintaining the basic security and virus protection of their systems to prevent their use by others in a manner that violates this Agreement. Customers are responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse
	3. BIS Network Access (Per User Basis): BIS grants Client access to the BIS Network on a per user access basis. In the event of a Client increasing the number of users by utilizing a proxy server or by other means, Client agrees to pay the BIS fee for each user which accesses BIS Network, either directly or through a proxy server.
	4. Unauthorized Access: In no event may a Client increase its authorized access points to the Telecommunications/Data lines and equipment by means of wire splitting or any other method including unsecured wireless devices. In the event of a Client breaching the above (Access User Basis), or this paragraph, BIS may disconnect all of a Client's access to the Telecommunications/Data lines upon three (3) business days prior written notice to the Client. The Client shall pay all BIS fees for any unauthorized Telecommunications/Data Lines use upon invoice from BIS. BIS shall have no obligation to reconnect the Client to the Telecommunications/Data Lines until such fees have been paid in full and the Client has ceased to make unauthorized access.
	5. Client Installed Telecommunications Lines: It is part of the BIS business model to provide Telecommunications Lines and equipment to its Clients. Clients may not bypass the use of the BIS Telecommunications Lines and equipment by installing its own direct Telecommunications Lines. On a case by case basis and at BIS' sole discretion. BIS may grant Client authorization to install direct Telecommunications Lines upon written request by the Client. This permission may, without limitation, require Client to make a monthly payment of a direct access fee as set by BIS.
	6. Security Violations: Clients are prohibited from engaging in any violations of system or network security. The BIS Network Internet access may not be used in connection with attempts - whether or not successful - to violate the security of a network, service, or other system. Examples of prohibited activities Include, without limitation hacking, cracking into, monitoring, or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software. BIS reserves the right to suspend BIS Network Internet access upon notification from a recognized Internet authority or ISP regarding such abuse. BIS may disconnect Client equipment and withhold services if BIS considers that Client's hardware or software is, or has become, inappropriate for connection to BIS' network or otherwise violates these Rules.
	7. Clients are responsible for their own virus protection on their systems and hardware and are expected to keep the AV software current with the latest virus definition files.
	8. BIS Network services are only available at BIS centers and connection to BIS' network is only permitted at those centers or via BIS provided services. Clients must not create any links between BIS’s network and any other network or any telecommunications service without BIS' consent.
	9. BIS requests that all Clients will provide, as and when requested by BIS, documentation and personnel information as BIS may reasonably require to assist in the provision of the services.
	10. BIS may modify this Policy at any time, with or without notice.
	11. Special Requirements: Clients using their own wireless access points require written approval from BIS, prior to implementation and is only an option in locations where BIS does not currently offer Wireless Service. When BIS deploys Wireless services, the Client Wireless solution will need to be removed fully as to not interfere with BIS WiFi solution. Wireless accounts on the BIS WiFi solution will be made available to users of the Client who subscribe to BIS Network. The use of a Clients own wireless router will result in a service charge based upon the total number of contracted work stations in a Clients designated office space.
	12. VOIP phones or softphones (PC based VoiP applications), in addition to those provided by BIS, are not allowed on the BIS Network without prior approval from BIS.
	13. Video conferencing services are not allowed on the BIS Network.
	14. DISCLAIMER OF LIABILITY FOR THIRD PARTY PRODUCTS – As part of its services to Client, BIS may provide third party Internet access and computer hardware and software ("Third Party Services"). BIS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR SUCH THIRD PARTY SERVICES. CLIENT ACKNOWLEDGES THAT NO REPRESENTATION HAS BEEN MADE BY BIS AS TO THE FITNESS OF THE THIRD PARTY SERVICES FOR CLIENT'S INTENDED PURPOSE..
	15. DISCLAIMER OF LIABILITY FOR CLIENT EQUIPMENT - ALL CLIENT EQUIPMENT STORED IN THE BIS TELECOMMUNICATIONS ROOM IS STORED AT CLIENT'S OWN RISK. BIS DISCLAIMS ANY AND ALL LIABILITY FOR SUCH EQUIPMENT AND SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGE TO SUCH EQUIPMENT.
	16. DISCLAIMER OF CONSEQUENTIAL DAMAGES FROM LOSS OF SERVICE -BIS does not provide any service level agreement to BIS's Clients in regard to provision or loss of service for its BIS Network services. BIS shall not be liable for any indirect, special, incidental, punitive, or consequential damages, including lost profits, arising out or resulting from any loss of service or degradation of connectivity *I* access to the Internet with this Agreement, even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.
	17. DISCLAIMER OF CONSEQUENTIAL DAMAGES - BIS shall not be liable for any indirect, special, incidental, punitive, or consequential damages, including lost profits, arising out or resulting from this Agreement even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.
1. **USPS Regulations**
	1. Client acknowledges that BIS will comply with the USPS regulations regarding Client mail.
	2. Client must also comply with all USPS regulations.
	3. Failure to comply will result in immediate termination of this agreement.
	4. If this Agreement includes Mail service, Client must complete a separate U.S. Postal Service Form 1583 (“Form 1583”) to receive mail and/or packages at the Facility. Client acknowledges that this Agreement and Form 1583 may be disclosed upon request of any law enforcement or other governmental agency, or when legally mandated. Client must use the exact mailing address, inclusive of the Private Mailbox designation, without modification as set forth in Section Three (3) of Form 1583. Client mail must bear a delivery address that contains at least the following elements, in this order, (i) Intended addressee’s name or other identification, (ii) Street number and name, (iii) secondary address, (iv) “PMB” or # and Client designated PMB number, and (v) City, State and ZIP Code (5-digit or ZIP+4). USPS may return mail to the sender without a proper address.

Client Rep: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_