



**TERMS AND CONDITIONS**  
**Colorado**  
**Effective March 1, 2011**  
**Subject to Change**

1. **Names and Titles.** The Office Services Agreement is also referred to as the “OSA” and the Member Service Agreement is also referred to as the “MSA”. An OSA is the contract used for full time office clients while the MSA is the contract used for virtual clients. Clients are generally referred to as “Members”. MSA members are “Virtual Members”, and OSA members are “Full Time Office Members”.

Boulder Office Partners LLC is the provider of the services described in the OSA and MSA and is commonly referred to as “Office Evolution”.

The primary location used for Virtual and Full Time Office Members is referred to as their “Location” while the office listed on the Member’s OSA is referred to as the “Office”.

2. **Invoices.** Recurring invoices are distributed via email or fax monthly on the day you started your service (for example the 21<sup>st</sup> of each month) or on the 1<sup>st</sup> of each month at Office Evolution’s discretion. Recurring invoices include the 1) recurring monthly membership costs as described in the MSA or OSA and 2) usage charges for the previous month. Recurring membership fees are billed in advance and usage charges are billed in arrears. Any one time expenses such as set up fees, security deposits, late fees or prorated monthly service may be invoiced at any time.

3. **Payment.** Payment is due 10 days after the invoice date. All Members, other than Full Time Office Members, are required to be on our AutoBill system using a valid debit card, credit card or checking account. AutoBill payments are charged to the debit card or credit card or debited from the checking account 9 days after the invoice date. Full Time Office Members may either pay by check or sign up for the AutoBill program. Checks may be dropped off at any Office Evolution location reception desk or mailed to Office Evolution, 11001 West 120th Ave, Suite 400, Broomfield, CO 80021.

All set up fees or retainers must be paid in full prior to the commencement of service.

4. **Late Fees.** Any balance outstanding after the due date of the invoice may incur a late fee of 10% of the outstanding balance of the invoice. The late fee will be charged at the discretion of Office Evolution. There shall be no further interest or finance charges other than the one-time 10% late fee (plus any collection costs, if applicable).

5. **Automatic Renewal.** All MSA’s are month-to-month agreements and shall be automatically renewed by Office Evolution on a month-to-month basis until written notice is provided by the Member as described in Section 8 below.

The initial OSA term is described in the OSA. At the end of the stated term the OSA automatically renews on a month-to-month basis until written notice is provided by the Member as described in the Section 8 below. Such renewal shall be subject to the OSA and Terms and Conditions in use at the time of the renewal. Office Members are required to execute a new OSA if they want a renewal term longer than month-to-month.

6. **Price Changes.** All MSA pricing and month-to-month OSA pricing is subject to change with 30 days notice from Office Evolution. The pricing for an OSA with a term longer than month-to-month may not be changed until the expiration of the initial term. Optional Services and Flex Space rates may be changed with 30 days notice for all members.

7. **Promotional and Trial Periods.** From time to time Office Evolution will offer initial promotions and money back guaranties.

For Virtual Members the initial promotion and money back guaranty apply only to the base plan. Optional Services, add-ons and use charges in excess of the base plan (such as additional employees, flex time use in excess of what is included in the base plan, live answered phone calls or long distance) are not included in the initial promotion or the money back guaranty. If a Virtual Member terminates during the money back guaranty period, any base plan and base plan set up fees paid prior to termination shall be refunded to the Virtual Member. Termination by the Virtual Member during a money back guaranty period is immediate and does not require any advanced notice.

For Full Time Office Members the initial promotion applies to all recurring services included in the OSA. Use charges in excess of the recurring services included in the OSA are not included in the initial promotion. Money back guaranty periods are not offered to Full Time Office Members.

8. **Termination by Member.** Any month-to-month Virtual or Full Time Office Member may terminate their agreement by sending an email to Billing@OfficeEvolution.com or written notice to Office Evolution, 11001 West 120th Ave, Suite 400, Broomfield, CO 80021. Termination for shall be effective on the last day of the next full billing cycle following receipt of the notice. For example, if notice is delivered on September 5<sup>th</sup> and your billing date is the 15<sup>th</sup> of each month, termination shall be effective on October 15<sup>th</sup>.

Full Time Office Members with a term other than month-to-month may terminate early by, 1) sending an email to Billing@OfficeEvolution.com or written notice to Office Evolution, 11001 West 120th Ave, Suite 400, Broomfield, CO 80021, 2) agreeing to pay the Early Termination Fee, and 3) paying all invoices and fees on or before the termination date. The Early Termination Fee is equal to the greater of a) 2 months or b) one-third of the remaining total obligation. Termination shall be effective on the last day of the next billing cycle following receipt of notice. For example, if notice is delivered on September 5<sup>th</sup> and your billing date is the 15<sup>th</sup> of each month, termination shall be effective on October 15<sup>th</sup>.

Please inquire with your Location Manager or our Billing Department to learn about transition options upon termination of your service.

Upon Termination all services shall immediately cease. All mail shall be “returned to sender”, all telephone services shall be discontinued and any visitors shall be told that the client is no longer a member.

9. **Reception Services.** Various marketing materials and the MSA and OSA reference “Reception Services”. For these purposes “Reception Services” include the greeting of Member clients, acceptance of packages that require a signature, distribution of mail to onsite mailboxes and packages to the mail room, scheduling of Flex Space, telephone answering (if a telephone answering plan is chosen), and

general housekeeping in the common areas. Any requested service outside of this scope, especially any service that requires the receptionist to leave the front desk, may be subject to additional fees as shown in the Optional Services pricing sheet. Office Evolution shall not accept legal process service unless specific written permission is provided by the Member.

10. **Mail.** Mail receipt and mail sorting are services provided by Office Evolution. Member releases Office Evolution from any liability arising out of or incurred in connection with any mail or packages received on behalf of the Member. Upon termination of services, all mail will be Returned to Sender. The terminating member is solely responsible for making forwarding arrangements with the U.S. Postal Service and any other applicable delivery companies.
11. **Conference Rooms, Day Offices and Private Workstations.** Members may reserve conference rooms, day offices and private workstations for their exclusive use. Together these reservable shared facilities are referred to as "Flex Space". Depending on the type of Membership, there may or may not be a charge. Rates are billed in 15 minute increments and vary by location, size of room, location, view and amenities. Cancellations must be made no later than the 24 hours before the reservation; otherwise the Member may be charged for the full reservation. Office Evolution reserves the right to change the rates charged for Flex Space with at least 30 days notice.
12. **Drop In Use.** Members are entitled to unlimited Drop-in Use at all qualifying locations. Drop-in Use is limited to Members (no clients or other guests), cannot be reserved, and is on a space available basis in designated areas at each qualifying location. Ask your Location Manger or visit our web site for more information on the availability of these facilities. If all available facilities are in use, the Member who has been using drop in space for the longest period that day must vacate the space within 15 minutes of being notified, however, each member shall be guaranteed at least 1 hour of use before being asked to vacate. All Drop-in users must sign in at the front desk prior to using Drop-in space  
  
Drop-in Use is intended as a convenience for Members and is not intended to be used as a permanent or semi-permanent substitute for paid work space. Office Evolution will, in its sole judgment, notify a Member if it believes that this policy is being abused and may then limit the Member's Drop-in use.
13. **Unlimited Phone Answering.** Various Office Evolution phone answering plans include "Unlimited Phone Answering". Unlimited Phone Answering is intended for the direct and personal use of the individual Member or Members and not as a substitute for a call center, corporate reception desk, or any similar use. Office Evolution will notify a Member if it believes that this policy is being abused and may limit the answering of the Member's incoming phone calls or implement charges for the excessive calls.
14. **Optional Services.** Office Evolution offers many additional services that may be used by the Member on a case by case basis. The pricing of the Optional Services is subject to change with at least 30 days notice. Please request a copy of the Optional Services list if you are interested in any of these services.
15. **Telephone and Internet Services.** Office Evolution agrees to supply commercially reasonable business level internet access (intended for email, web browsing and occasional upload/download of data) and telephone service. If such services fail for any reason, Member shall not be entitled to any financial damages in regard to loss of service, including lost profits, and Office Evolution's responsibility shall be to restore the service as soon as commercially reasonable. Since many users share a single internet connection, Office Evolution may allocate available bandwidth and restrict specific uses among the Members so that all Members are provided with similar levels of service. Office Evolution may also password protect its wireless service. Members are responsible for setting up this password on their computer. Office Evolution provided Internet access may be used only for lawful purposes and any Member violating this policy may be terminated immediately.
16. **Control of Telephone Numbers and Porting.** Members using telephone services have the option of 1) using an Office Evolution supplied phone number, 2) transferring or "porting" their phone number to the Office Evolution network, or 3) retaining their own phone number which they forward to Office Evolution. If a Member utilizes options 1 or 2, the phone number becomes the property of Office Evolution and listing the member's name with any directory services or telephone books (if possible) may incur additional fees.  
  
Members can port off most Office Evolution owned phone numbers as described in options 1 and 2 above. After porting, the phone number becomes the property of the Member. Porting on or off is subject to fees outlined on the Optional Services page and to restrictions imposed by Office Evolution's and the Member's carriers. Members must be current with all invoices prior to porting off a phone number.  
  
Porting can be a time consuming and frustrating process due to the cooperation required from multiple telephone companies. Porting should not be viewed as a short term solution.
17. **Virus Protection.** Member warrants that it has current software virus protection on any computer equipment that it uses at an Office Evolution location. If failure to have current software virus protection directly or indirectly causes an Office Evolution network outage or support problem, Office Evolution may charge Member the reasonable costs of repairing such outage or support problem. Office Evolution shall not be responsible for any viruses on Member's computer equipment.
18. **Member Provided Equipment.** Members must seek the permission and assistance of Office Evolution's Tech Support team prior to installing equipment, such as switches, hubs, routers or servers in Office Evolution locations. If this equipment interferes with the optimal functioning of the Office Evolution network, the Member may be charged tech support fees to restore the network to previous working order. Office Evolution disclaims responsibility for any Member equipment stored in any Office Evolution private office, telecommunications room or other facility.
19. **Printing, Copying and Faxing.** Office Evolution may provide shared devices offering printing, copying, scanning and faxing. Office Evolution shall not have any liability if these services are not available. Services vary by location.
20. **Insufficient Funds.** If a check or an automatic debit is refused for insufficient funds or a debt card or credit card is declined, the Member may be charged a \$25 fee.
21. **Default by Member.** If a Member does not pay its entire invoice by the 25<sup>th</sup> day after the invoice date or if the Member breaches any other provisions of this Agreement, the Member shall have breached the OSA or MSA and is subject to termination and collection actions. Office Evolution shall not take any termination or collections actions until at least 3 days after electronic or written notice is delivered to the Member. If the Member has not cured the payment or other default within 3 days after Office Evolution sends the notice, Office Evolution

may discontinue service and restrict the Member's access to the Office and any Member services, including, but not limited to, changing the password on the Member's voice mail, discontinuing electronic access, halting acceptance of mail, and changing locks on private offices.

Office Evolution shall be entitled to collect reasonable attorneys and collection fees as allowed by law. If a Member is terminated, subsequently makes the required payments and then continues service, a Reactivation Fee of \$50 may be charged.

- 22. The Terms and Conditions.** The Terms and Conditions ("T&C's") are subject to change at any time. The current and revised T&C's shall be posted on the Office Evolution website in the Member Login section. Office Evolution shall also deliver the revised T&C's via email, link or printed copy. The notice shall be sent to the main billing contact for each member company. In the event of any conflict between the OSA or MSA and these T&C's, the T&C's will control.

If a Virtual Member does not accept the revised T&C's, it must give written notice to Office Evolution within 7 days after the revised T&C's go into effect in which case the MSA will be terminated at the earliest possible date subject to Office Evolution Termination Conditions.

If an Office Member does not accept the revised T&C's, it must give written notice to Office Evolution within 7 days after the revised T&C's go into effect in which case the current T&C's will remain in effect through the current OSA term. Upon any extension or renewal of the OSA the new T&C's will automatically become effective.

- 23. Termination by Office Evolution.** Office Evolution has the right to immediately terminate any MSA or OSA if the Member or any of Member's guests, employees or vendors acts in a way that is incompatible with normal office use, is disruptive or disrespectful to other Members or Office Evolution employees, or act in an immoral or unethical manner. Office Evolution may also, without cause, terminate any Member Agreement at the end of its term by providing at least 30 days notice to the Member. Members do not have an automatic right to renew their agreements at the end of their terms.
- 24. Conducting Business.** Business may only be conducted in offices assigned to Members or Office Members, or in available meeting rooms, and must be conducted in a manner that will not interrupt other Members or their guests.
- 25. Keys and Security.** Any keys or security cards issued by Office Evolution shall remain the property of Office Evolution at all times. Members may not make copies without Office Evolution's consent. Should the Member lose a key or security card, Office Evolution must be informed immediately and Member must pay the costs of replacement and rekeying of locks if necessary. All keys and security cards or fobs must be returned upon termination of the MSA or OSA.
- 26. Parking.** Member shall not be entitled to reserved parking. Member shall pay the cost of any parking in locations that offer or require paid parking. Additional parking policies or restrictions may be enforced at specific locations.
- 27. Additional Employees.** Each Membership applies to only one company and one employee. Additional employees who use Office Evolution services must be added to the Member account and will be billed for according to their Office Evolution classification. Employee memberships may not be transferred or shared. Office Evolution may add an additional employee to the Member account, without the prior approval of the Member, if Office Evolution believes the additional employee is a bona fide user of Office Evolution services.
- 28. Insurance, Responsibility of Member.** It is the Member's responsibility to provide personal property and general liability insurance for any employees, guests, visitors, vendors or other third parties associated with the Member.
- 29. Insurance, Responsibility of Office Evolution.** Office Evolution shall have and maintain in effect at all times, property and general liability insurance in such amounts as shall be determined appropriate by Office Evolution.
- 30. Closure of Location.** Office Evolution may close or move any location upon giving at least 60 days written notice to Members who list the to-be-closed or moved location as their primary location. All members at that location shall be allowed to terminate their OSA or MSA effective on the closing date or moving date of the location, but no earlier than the closing date or moving date, without any penalty. Office Evolution shall have no further liability beyond the closing date or moving date.
- 31. Privacy Policy.** Office Evolution does not sell, trade, or otherwise transfer to outside parties your personal identifiable information. However, we may release your information when we believe release is appropriate to comply with the law or a reasonable request from law enforcement authorities.
- 32. Maintenance and Control of Common Areas.** Entrances and exits, common areas, conference and training rooms, and other facilities furnished by Office Evolution shall at all times be subject to the exclusive control and management of Office Evolution. Office Evolution shall have the right at any time to establish reasonable rules and regulations. Office Evolution agrees to maintain common areas of the Location under its control. Office Evolution reserves the right at any time to relocate, vary and adjust the size of any of the improvements, parking areas or other common areas relating to the Building. Any such change shall not affect the validity of any MSA or OSA.
- 33. Modifications to this Agreement; Partial Invalidity.** No modification of the MSA, OSA or these Terms and Conditions shall be binding unless (i) such changes are in writing and signed by both parties, or (ii) the T&C's are changed in accordance with Section 22 above. If any terms of the MSA, OSA or T&C's shall be invalid or unenforceable, the remainder of the agreement shall not be affected.
- 34. Indemnity.** Member hereby agrees to defend, indemnify, and hold harmless Office Evolution, from and against any claims, demands, fines, actions, orders, and judgments of any kind and from and against any and all costs and expenses, including reasonable attorney's fees, resulting from loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or on account of any occurrence at the Office or occasioned wholly or in part through the use by Member of the Office or by an act of omission or negligence of Member or its employees, agents or contractors, unless and except any such loss or damage was caused by the willful misconduct or gross negligence of Office Evolution. In the event Office Evolution is made party to any legal action by reason of Member's interest in the Office or in the event Office Evolution commences legal action relating to the Office and/or Member's use thereof, Member shall be liable for all costs and expenses incurred by Office Evolution as a result thereof, including reasonable attorneys' fees.
- 35. Controlling Law.** The Agreement shall be construed under the Colorado law.
- 36. Binding Upon Successors.** The covenants and agreements herein contained shall bind and inure to the benefit of Office Evolution and Member and their respective successors.