

Innovation Nest Reservation

Thank you for choosing the Innovation Nest (iNest) for your workspace solution. The iNest is Temple University’s first home for the development of research-based innovations. It features three integrated zones designed to advance new discoveries, accelerate startup growth, and connect the iNest community to the surrounding entrepreneurial and investment ecosystem.

Temple University (“**Temple**”) is pleased to present our agreement to [**Company Name**] for the use of certain space (the “**Licensed Premises**”) located on the 4th floor at 3223 N. Broad St, Philadelphia, PA, 19140 (the “**Building**”) pursuant to a space use agreement (“**Space Use Agreement**”) containing, among other things, the following terms and conditions:

User	Company Name
Term	The term shall commence upon full execution of the Space Use Agreement and delivery of access to the Licensed Premises to User, and shall continue for a period of three months for Flex; six months for Hotel, and yearly for Office (the “ <u>Initial Term</u> ”). Thereafter, unless either Temple or User provides written notice to the other no later than 30 days prior to the expiration of the then-current term, the term shall automatically renew for an additional term. With the exception of iNest Flex, the term will not automatically renew beyond a total of two (2) years; any extension beyond the two (2) year period will require Temple approval.
	User acknowledges that Temple is in the process of constructing the iNest premises within the Building and that the delivery date has not yet been identified by Temple.
License Type (see Schedule A) (check one)	<input type="radio"/> iNest Flex <input type="radio"/> iNest Hotel <input type="radio"/> iNest Office <input type="radio"/> Laboratory Up to two (2) Users for Flex, Hotel or Office and three (3) Users for Laboratory.
License Fee	\$100.00 per month for Flex; \$250.00 per month for Hotel; \$750.00 for Office; \$1000.00 for Laboratory, subject to increases (following the Initial Term) by Temple, in Temple’s sole discretion, provided the increases have been communicated to User in writing in advance. \$50 fee per month for additional users.
Security Deposit	In connection with User’s execution of the Space Use Agreement, User will be required to post a security deposit with Temple in the amount of two month’s space access fee as Security Deposit , as applicable, shall be applied by Temple and/or returned to User following the expiration of the Term in accordance with the terms to be set forth in the Space Use Agreement.
Permitted Use	Up to The Licensed Premises shall be used for general office use and uses ancillary thereto, and no other purpose.

Access to Licensed Premises Up to five (5) pre-identified individuals will be granted access pursuant to the Space Use Agreement.

Conference Room access for Flex is two (2) hours per month; for Hotel is four (4) hours per month; for Office is six (6) hours per month. Additional Conference Room time is \$50.00 per hour or \$200 per half-day subject to availability.

Temple reserves the right to disapprove any individual or relinquish access rights from any individual, in Temple’s discretion, and User understands and acknowledges that all access (including guest access) will be subject to the access procedures and provisions as set forth in the Space Use Agreement.

Transferability The Space Use Agreement shall not be transferable by User.

Insurance Upon occupancy, Temple will require the occupant to have liability insurance up to 2 million dollars per occurrence and if the occupant is using the parking facility, proof of collision auto insurance is required.

Inclusions Water, sewer, refuse removal, electricity, heating and cooling, janitorial service inside the Premises and Common Areas, chilled drinking water; Conference rooms (noted above); fire extinguishers and fire prevention equipment, maintenance of any original iNest-supplied equipment or fixtures (e.g. lighting, refrigerator, displays), and Temple’s standard WIFI internet service are included. Commercialization mentoring will be provided by the iNest Staff, as well by technical experts in a planned process, and access to programming in the iNest event space. Notification and access to programming will be provided. Company logo and newsfeed will be posted in the Incubator Space.

Excluded: parking; phone activation/service; replacement of Temple guest access badges; access to wet labs and other specialty facilities will fall under separate agreement. Temple reserves the right, on prior notice, to establish charges for certain services in its discretion, for example printer and copy charges.

Note: Standard business expenses are the separate responsibility of the User, including data storage and security, office supplies, and computing equipment and accessories.

Reservation Deposit Simultaneous with User’s execution of this document, User has remitted a deposit (the “**Reservation Deposit**”) to Temple in the amount of \$**[Based on reservation selection]**. In the event that either Temple or User notifies the other that it will not be entering into the Space Use Agreement, the Reservation Deposit shall be refunded to User.

In the event that Temple and User enter into a Space Use Agreement, the Reservation Deposit shall be applied to amounts due from User to Temple in

connection therewith (such as the Security Deposit, License Fee or any other charge payable by User at Space Use Agreement execution).

- Confidentiality** User shall not disclose the terms of this proposal without Temple’s prior written consent, except to their own employees, partners, attorneys, lenders, accountants, advisors, and consultants, in all cases on a need-to-know basis.
- Counterparts** This proposal may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same document. A PDF signature on this proposal shall be equivalent to, and have the same force and effect as, an original signature.
- Nature of Proposal** User acknowledges that this proposal is not a lease or license, and that it is intended solely as the basis for the preparation of the Space Use Agreement by Temple. The Space Use Agreement shall be subject to the approval in all respects by Temple and User, and only a fully executed Space Use Agreement shall constitute a license to use all or any portion of the Building. Absent a fully executed and delivered Space Use Agreement, either Temple or User may decline to pursue the Space Use Agreement for any reason or no reason in its sole and absolute discretion. This agreement shall be non-binding upon Temple and User, except with respect to the sections above that are labeled “Reservation Deposit,” “Confidentiality” and “Counterparts.”

If the above terms and conditions are acceptable to you, please indicate by signing in the space provided below. Following receipt of User’s signature and prior to delivery of the Premises to User, Temple will prepare the Space Use Agreement for User’s review and approval. If you have any questions or comments in regard to the above, please contact J. Todd Abrams at todd.abrams@temple.edu.

We look forward to having you join us at iNest.

Regards,

[Name]

[Title]

Acknowledged and Agreed:

[USER]

By: _____

Name: _____

Title: _____

Date: _____

iNest Reservation

Schedule A

Description of License Types

iNest Flex: Use of common space, conference rooms*, mailbox.

iNest Hotel: Dedicated open office cubicle with a glass whiteboard, locking drawers and tackboard fabric, use of common space, conference rooms*, mailbox.

iNest Office: Dedicated office, private office desk with locking drawers, tackboard, wardrobe storage and chair, use of common space, conference rooms*, mailbox.

iNest Lab: Dedicated lab space, subject to agreement to the iNest Lab Use Agreement and Lab Rules and Regulations and General Lab Guidelines included as Exhibits A & B.

*Use of common space and conference rooms is on a first-come, first-served basis, subject to the reservation system that Temple may elect to employ. Both conference rooms are currently equipped with a conference table and chairs, a 75" monitor, four (4) ceiling speakers, four (4) microphones, a video conferencing camera, and access to the monitor via HDMI or a 4K wireless presentation device. The common space in the incubation zone currently includes two (2) 50" displays for guest demonstrations and signage/logos for the incubating users.