

WorksWell

TERMS OF SERVICE

Date of Last Revision: [], 2021

Welcome!

RXR Urban Workplaces LLC (“Company,” “we,” “us,” “our”) provides services (described below) to you through, or at your request made on behalf of the Building Manager (as defined below) through, its website made available at <https://rxwell.rxr.io> (the “Site”), its mobile application (the “Mobile App”) and related services (collectively, such services, the Site, and Mobile App, including any new features and applications, the “Service(s)”), subject to the following Terms of Service (as amended from time to time, the “Terms of Service”). In providing the Services to you, we work with certain service providers, such as Rise Buildings, LLC, which is a provider of a tenant experience and building operation service. We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Services user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. If you disagree with such changes, you may cease to use the Services at any time. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST COMPANY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

In addition, when using certain services, you will be subject to any additional terms (including the Privacy Policy) applicable to such services that may be posted on the Service from time to time. All such terms are hereby incorporated by reference into these Terms of Service.

Your Privacy

Please see our Privacy Policy (the “Privacy Policy”) located on the Site and in the Mobile App under the “Legal – Privacy Policy” section thereof. By using the Service, you consent to our collection and use of personal data and other data as outlined therein.

Access and Use of the Service

Services Description: The Company, whether directly or indirectly through its affiliates, is a real estate owner, manager and/or developer that has an economic and/or managerial interest, whether as an owner, landlord or property manager, in certain commercial buildings (each a “Building”). The Service is designed to augment and enhance a Building tenant’s (each a “Tenant” or “Employer”), and such Tenant’s employees and contractors’ (the “Users”), experience at such Building through providing information, services and functionality, related to the Building. The services comprising the Service are described in more detail below are made available solely with respect to the specific Building at which you work. We

provide the Service to you on behalf of the Building's owner, property manager or landlord (the "Building Manager") and/or Tenant, and certain portions of the Service may be subject to additional terms and conditions that may be provided from time to time by your Building Manager and/or Tenant.

Your Registration Obligations: You may be required to register with Company in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 18 years of age, you are not authorized to use the Service, and by using the Service, you represent and warrant that you are over the age of 18 years old.

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify Company of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Company will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Service: Company reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Company will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

General Practices Regarding Use and Storage: You acknowledge that Company may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Company's or its third-party service providers' servers on your behalf. You agree that Company has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Company reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Company reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Mobile Services: The Service includes certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service from a mobile device and (iii) the ability to access certain features through a Mobile App downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding Company and other entities by SMS, MMS, text message, push notifications or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Service account information to ensure that your messages are not sent to the person that acquires your old number.

Features and Functionality: As part of the Service, in addition to any other features and functionality made available through the Service, the following features and functionality may be made available by Company to you as an end user directly or through Third Party Services (as defined below):

- a) **Building Information and Related News:** You may access certain information related to your Building, including but not limited to Building specifications, a Building guide and related policies, your Employer's policies, contact information (including the phone number for the Building's

concierge/front desk and an online form and chat function to contact the Building's management team), links to flex space/co-working providers in the Building, photo gallery, hours of availability, location, and amenities. You may also receive access to a news feed pertaining to the Building, your Employer, and other Tenants in the Building.

- b) **Event Calendar and Alerts:** You may access certain information regarding notifications or upcoming local events in or around the Building, such as local construction, social gatherings, and other perks or benefits.
- c) **Amenities:** You may receive certain information regarding the amenities of the Building, and of the other businesses in or around the Building. You may reserve certain Building amenities such as reserving a meeting room or other common space in the Building for an event or gathering. Neither the Building Manager nor Company guarantees that the Building amenities will be available for your use.
- d) **Promotions/Discounts:** You may access information about, and links to, promotional events/offerings and discounts for local businesses. Any participation in a promotion or use of a discount is subject to the terms and conditions imposed by such third party business administering or sponsoring such promotional events and discounts. Company does not have control over, will not be responsible for, and will have no liability for, any such promotion or discount.
- e) **Visitor Management:** You may notify Building personnel of, and register, certain visitors that you wish to add to the Building visitor log and allow certain access to such visitors in the Building. You, and not Company, will be solely liable for updating or cancelling any applicable visitor requests, as well as the actions and omissions of any visitor that you authorized to enter the Building, while such visitors are in the Building or on the Building premises, in accordance with the rules applicable to your Building as set forth by your Building Manager. A request to add a visitor to the visitor log does not guarantee that such visitor will be allowed to enter the Building, and the Building Manager may have additional criteria that you or the visitor may need to satisfy before a visitor is permitted to enter the Building. If available through the Service, you may access policies and procedures regarding visitor access. Additionally, in connection with the "Density Management and Queuing" services described below, the Service may recommend (but will not mandate) times during which the visitors should report to, and depart from, the Building.
- f) **Service and/or Maintenance Requests:** You may submit maintenance requests and/or work orders (such as requests related to elevator functionality, water leaks, cleaning services and similar requests) by selecting the applicable floor and location from a drop down list in the Service or by scanning a QR code in the applicable location of the Building. If it is an emergency, please contact Building maintenance directly. Company is not responsible for response times or the quality or timeliness of such repairs or maintenance. Company will not be responsible for any actions taken or omissions by any Building personnel or their subcontractors in the course of responding to such maintenance requests. You may also view the status of any such service and/or maintenance request, including whether any approvals from your Employer or the Building are required (and the status of such approvals).
- g) **Commuter and Travel Information:** You may look up certain information regarding public transportation or private transportation options, including estimated travel times via driving and public transportation options, estimated arrivals for the next bus/train, information on available ride-sharing services, and information on bike sharing.
- h) **Food and Beverage Ordering:** You may order food and beverages from third-party food vendors and restaurants (including, but not limited to, Building caterers or food service personnel, and other Third Party Providers), either natively through the Service, or through third-party food ordering services, as available. You will be responsible for all charges associated with your order. You, and not Company, will be solely responsible for (i) updating, rescheduling or cancelling your order, as needed, and (ii) notifying a restaurant of any food allergies when placing a food order. To the extent

that any incoming ordered items contain alcohol products you hereby represent and warrant that (A) you are of the applicable legal age to purchase such items at the time that you initiate such order, (B) you are not violating, and will not violate, any applicable laws in connection with the delivery of, or consumption of, such items in the Building, and (C) you will not provide alcohol to any individuals in the Building who are younger than the applicable legal age required to purchase such items. Further, you hereby agree that you will comply with all terms and conditions imposed by the third party through which you purchase alcohol products for delivery to the Building (e.g. sufficient proof of identification upon delivery). Company disclaims all liability related to delivery of any alcohol related products to you in the Building pursuant to the Service, or the consumption, or consequences, thereof.

- i) **Restaurant Reservations:** You may make restaurant reservations, either natively through the Service, or through third-party reservation services (such as OpenTable, Resy, Tock, Yelp Reservations, etc.), as available. You will be solely responsible for ensuring you are awarded any points or perquisites in connection with your reservation and redeeming such points or perquisites. Company will not be responsible for any information you provide to such third-party reservation services. Company will not be responsible for any information that you provide to the restaurant. In addition, you, and not Company, will be solely responsible for (i) updating, rescheduling or cancelling your reservation, as needed, (ii) notifying a restaurant of any food allergies when suggesting or making reservations at restaurants and (iii) any and all purchase and fees associated with your reservation.
- j) **Third Party Amenities:** You may request or book certain services from third parties (each a “Third Party Provider”), to the extent they are available at your Building, such as dry cleaning, chair massages, fitness classes, salon appointments, wellness programs, eye exams, etc. You will be contracting directly with the Third Party Provider for such services and not Company, and you will be responsible for paying the Third Party Provider directly. You, and not Company, will be solely responsible for (i) scheduling such service appointments, (ii) any applicable day-of correspondence with the Third Party Provider, (iii) updating, rescheduling or cancelling your service appointment, as needed and (iv) providing any specific instructions regarding your service appointment. Company will not be liable for any claims, losses, liabilities, damages, costs or expenses attributable to the service appointment or the Third Party Provider. Company is not responsible for the performance of any services by any Third Party Providers.
- k) **Access to Secure Locations:** The Service may enable you to access (including through “touchless” features, if available) the Building and certain of your Building’s secure locations, such as exterior doors, elevators, and/or lobby turnstiles. Company will not be responsible for any of your actions or omissions, or actions taken by others as a result of your omissions (e.g., allowing others to use your Service account or device to access secure locations or failing to re-secure any secure locations after your entry or exit), with respect to such secure locations. Your employer will be responsible for designating to Company which areas of the Building you should be granted access to. To the extent the Company makes available mobile access services via a third party service provider, such mobile access services will be subject to the Section titled “Third Party Services and Websites”.
- l) **Storage:** If your Building offers the ability to store belongings (including, but not limited to, bikes), as available, the Service may enable you to make reservations or other arrangements for such storage. The Company will not be responsible for any items that you store or leave in the Building.
- m) **Building Health Index:** As available, you may be able to access certain health and safety metrics about the Building, including, but not limited, to data about air quality and aggregated and anonymized data regarding illnesses reported by the Tenants or otherwise collected, and occupancy and population density throughout the Building and/or limited to your Employer’s rented space derived from the data tracking described below. The Building Health Index may provide an

indication of the level of overall health and safety of the Building on a given day based solely on the factors that the Company takes into consideration as described herein. The Building Health Index is meant to be a tool used by users to inform their personal decision of whether or not they desire to report to the Building, but is not a guarantee or warranty of the health and safety of the Building. The Building Health Index is not a mandate regarding permissibility or impermissibility for accessing the Building. As available, the Building Health Index may notify you of a governmental mandate or order (e.g., governor's executive order) legally requiring Building Manager to restrict access to the Building. You must comply with applicable law and should consult your Employer's policies and procedures when making any decision in response to the Building Health Index. Your use of the Building Health Index is subject to the disclaimers set forth below.

- n) **Thermal Scanners; Occupancy Counters:** Your Building may be equipped with thermal scanners and occupancy counters at certain points of external and internal ingress/egress, which automatically take your temperature or count your ingress/egress, respectively, as you pass through such points. This data may be anonymized and/or aggregated by Company or the Building Manager, as applicable, and incorporated into the Service, including, but not limited to, informing the Building Health Index.
- o) **Health Questionnaire/Health Checks.** Your Building Manager and/or Employer may require that you complete a health questionnaire at a specified frequency (e.g., daily prior to arrival at the Building) either through the Mobile App or in person upon your arrival at the Building. If you complete the health questionnaire through the Service an initial indication of whether you will be granted access to the Building will be displayed in the Services, but neither you nor the Company will be able to access the specific responses to each question. The Service may also provide for the integration of test results from a third party laboratory or other testing provider such that the shared test results automatically answer (in whole or in part) the health questionnaire, provided that you grant such third party provider the requisite permissions to share the test results and data in such manner. The outcome of the health questionnaires may then be anonymized, aggregated with other similar data and used by Company to inform the Building Health Index. Additionally, upon arrival at the Building, the Building Manager may require certain additional health checks (e.g. taking your temperature) prior to granting you access to the Building. If you fail to complete the health questionnaire or if based on your responses to the health questionnaire or other health checks imposed by the Building Manager, the Building Manager deems you not to be fit to enter the Building (in the Building Manager's sole discretion), the Building Manager may restrict your access to the Building, including by instructing the Company to restrict your access to the Building through the Service. The Company will not be responsible or liable for any actions or omissions taken in response to such health questionnaire or other health checks or that are based on the Building Manager's instructions and directives. Your responses to, and results of, the health questionnaire and the results of the other health checks by the Building Manager will not be shared by Company with your Employer (other than in an anonymized and aggregated format through the Service as described above and in the Privacy Policy). You are solely responsible for notifying your Employer if your access to the Building is restricted and for complying with your Employer's employee handbook and other policies.
- p) **Location and Proximity Tracking:** Additionally, subject to the "Access to Location, Photos and Biometric Information" section below, (i) the Company may track your location in the Building while you're using the Mobile App and (ii) the Company, Building Manager and/or Tenant may make available for your use certain wearable devices (e.g., badges or wrist worn devices) that pair with the Service and track your location, including proximity to other Users wearing trackers in the Building. Such tracking information will be anonymized and used by Company in an aggregated manner to inform the Building Health Index, including the occupancy and population density throughout the Building, and such anonymized data may also be provided to your Employer in order

to analyze compliance with Team Rotation Management (as defined below), social distancing measures and other health and safety policies and initiatives that your Employer puts in place.

- q) **Density Management and Queuing:** Through the Service, the Company may recommend to your Employer (but will not mandate), and your Employer may create specific rotation “teams” comprised of individuals who are assigned specific times to report to, and depart from, the Building in order to reduce density (“Team Rotation Management”). You may access information about which team you have been assigned to and during which times you are assigned to report to, and depart from, the Building and during which times you are not to report to the Building. You may also access a “virtual queue” that will enable you to sign up for a slot to arrive, or sign up for a slot for your visitor to arrive, at the Building or to access other common areas such as bathrooms, and manage those time slots in order to reduce Building density in the lobby, elevators, bathrooms and other common areas.
- r) **Telemedicine:** You may access information about, and links to, certain telemedicine providers.
- s) **Other Sites:** You may access information about, and links to, other online sites and services provided by Company and/or its affiliates, including but not limited to the RXR Volunteer website. The Service may also link out to, or display within the Service, materials made available by third parties such as health and safety information from local, state and federal governmental agencies. Any such third party content or services will also be subject to the Section titled “Third Party Services and Websites” below.
- t) **Surveys.** We may periodically conduct user surveys about your experience with the Service, the Building, and other matters. Participation is voluntary. Your responses to such surveys will not be shared by Company with your Employer other than in an anonymized and/or aggregated format through the Service as described in these Terms of Service and in the Privacy Policy.

If you are an authorized User of a Tenant who has been granted the necessary permissions by such Tenant (a “Tenant Admin”), then as part of the Service, you may be granted access to additional features and functionality, such as those set forth below. The use of any such additional features and functionality in your capacity as a Tenant Admin are subject to the terms and conditions agreed to between Company and your Employer, including those set forth below. **If you have questions regarding your use of such additional features and functionality please contact your Employer.**

- a) **Notifications and Alerts.** You may use the Service to input and provide news and announcements to be disseminated to your Employer’s other Users through the Service.
- b) **Illness Tracking.** You may use the Service to report the total number of absentee employees employed by your Employer that are absent due to illness, and for certain illness types the total amount of reported cases of that illness (e.g. COVID-19). Such reporting will be done on an aggregated and anonymized basis only and you hereby agree that you will not provide any personally identifiable information in connection with such reporting.
- c) **Density Management and Queuing:** You may create specific rotation “teams” for your Employer’s employees and contractors for Team Rotation Management purposes and track compliance with such Team Rotation Management (on an anonymized basis).
- d) **Compliance Reporting:** You may be provided with access to certain features of the Service including a dashboard through which you can report on compliance with health-related initiatives including social distancing, occupancy and density, and other related matters.
- e) **Spatial Usage:** You may access certain metrics, insights and analyses regarding the use of your Employer’s space by its Users (on an anonymized basis).

DISCLAIMERS

The content, including text, graphics, images and information, contained on or available through the Service (the “Service Content”) on the Service, are provided by the Company to enable you to prepare for changes in workplace procedures and make their own informed plans and decisions with respect to occupancy, safety and business continuity. These requirements, recommendations and programs are likely to change based on evolving government requirements and guidance and industry practices. The Company cannot, and none of the Service Content that RXR is implementing is intended to, provide or substitute for medical advice or constitute a direction to you of when and how premises should be occupied. You are responsible for making your own determinations with respect to occupancy of the premises in accordance with applicable governmental guidance. Company is not a healthcare provider. Medical advice should always be obtained only from qualified health care professionals. The Service Content is not designed or intended to intervene in the relationship that exists between you and your health care provider. Any information contained on the Service is not to be construed as a medical recommendation, or as professional advice. The Service is not intended for medical diagnosis or treatment. Always seek the advice of your doctor or other qualified health provider. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY SEEKING MEDICAL TREATMENT BECAUSE OF SOMETHING YOU HAVE READ ON OR ACCESSED THROUGH THE SERVICE.

The Service Content was prepared exclusively for you and your Employer and contains proprietary and confidential information. The Company has invested extensive time and effort in assembling the Service Content and implementing the measures described herein. The Service Content and its contents may not be shared with, or provided to, anyone outside of your firm except to the extent required in the operation of your business

Company is also not a certified disease control specialist, public health agency, organization or institute, public safety agency, or other related entity (collectively, “Public Health Agencies”). The Service Content is designed to provide information that will enable you to make informed decisions about your interaction with the Building in consultation with the official guidance and mandates of such Public Health Agencies, the federal government and agencies, and the applicable state and local government and agencies (together with the federal government and agencies, the “Governmental Entities”), and your Employer’s policies and procedures. Any information contained on the Service is not to be construed as professional advice or a required mandate, unless (i) a Governmental Entity with jurisdiction over the Building has imposed a law, rule, regulation, ordinance or order that would require the Building Manager to restrict access to the Building or any part thereof, or (ii) your Employer has mandated a specific action on your part in accordance with its policies and procedures. The Company is not responsible for any decision or action you make based on the Service that violates or is in conflict with your Employer’s policies and procedures or any applicable law. Before making any decision based on the Service Content (including whether or not to come into work) you should consult your Employer’s policies and procedures and/or your Employer directly. Always seek the advice of your Employer if you have questions about the safety and health of the Building. The Company is not liable for any rules, regulations or guidance by a Public Health Agency or Governmental Agency, or its compliance with any such rules, regulations or guidance.

ALL SERVICE CONTENT ARE FOR GENERAL INFORMATION PURPOSES ONLY AND ARE NOT A REAL-TIME HEALTH AND SAFETY MONITOR. COMPANY, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS (COLLECTIVELY, THE “COMPANY PARTIES”) MAKE NO REPRESENTATIONS AND WARRANTIES ABOUT, AND ASSUME NO LIABILITY FOR, (I) THE ACCURACY, RELIABILITY, COMPLETENESS,

TIMELINESS OR SECURITY OF SUCH SERVICE CONTENT, (II) THE OUTCOME OF ANY ACTION TAKEN BY YOU OR ANY OTHER USER BASED ON THE SERVICE CONTENT, (III) THAT THE SERVICE CONTENT OBTAINED BY YOU THROUGH OR IN CONNECTION WITH YOUR USE OF THE SERVICE WILL MEET YOUR EXPECTATIONS, AND/OR (IV) YOUR USE OF ANY THIRD PARTY SERVICES. THE COMPANY PARTIES WILL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY OR COMPLETENESS OF ANY SERVICE CONTENT OR ANY OTHER INFORMATION CONVEYED TO A USER VIA THE SERVICE OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE SERVICE AND THE SERVICE CONTENT AT YOUR OWN RISK.

Third Party Services and Websites: The Service may provide links or other access to services, sites and resources that are provided or otherwise made available by third parties (the “**Third Party Services**”). The Third Party Services may also be subject to additional terms and conditions, privacy policies, or other agreements with such third party, and you may be required to authenticate to or create separate accounts to use Third Party Services. Some Third Party Services will provide us with access to certain information that you have provided to such Third Party Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating Third Party Services and Company’s use, storage and disclosure of information related to you and your use of such services within the Service, please see our Privacy Policy. Company has no control over and is not responsible for such Third Party Services, including for the accuracy, availability, reliability or completeness of information shared by or available through Third Party Services, or on the privacy practices of Third Party Services. We encourage you to review the privacy policies of Third Party Services prior to using them. You, and not Company, will be responsible for any and all costs and charges associated with your use of any of these services. Other than services provided by the Building Manager, you may be subject to additional terms and conditions and scheduling considerations. Company will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third Party Services. Company enables these Third Party Services merely as a convenience and the integration or inclusion of such Third Party Services does not imply an endorsement or recommendation. Any dealings you have with third parties while using the Service are between you and the third party. YOU AGREE THAT COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, COST, DAMAGE, OR OTHER LIABILITY OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS WITH THIRD PARTIES, OR AS THE RESULT OF THE PRESENCE OF SUCH PARTIES ON THE SERVICE, AND YOU HEREBY IRREVOCABLY WAIVE ANY CLAIMS AGAINST COMPANY ARISING FROM OR RELATED TO YOUR RELATIONSHIP WITH ANY THIRD PARTY.

Building Managers and Tenants: YOU AGREE THAT COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS, COST, DAMAGE, OR OTHER LIABILITY OF ANY SORT INCURRED AS THE RESULT OF ANY ACTION TAKEN (OR FAILURE TO TAKE AN ACTION) BASED ON AN INSTRUCTION OR DIRECTIVE PROVIDED TO COMPANY BY A BUILDING MANAGER AND/OR TENANT.

Access to Location, Photos and Biometric Information: In connection with your use of the Mobile App, you may receive a request to enable location services, enable Bluetooth, enable access to the photos and videos stored on your device, and to enable biometric authentication. You can withdraw your consent to share such data and manage your preferences through your device settings, but if you do so this may impact Company’s ability to provide the full range of features in the Service. Company will use any data collected through such location services, photos/videos and biometric authentication in accordance

with these Terms of Service, the terms and conditions of the applicable Distribution Channel (as defined below) as well as the Privacy Policy.

Fees; Refunds: To the extent the Service or any portion thereof is made available for any fee, you will be required to select a payment plan and provide information regarding your credit card or other payment instrument, as made available from time to time at Company's sole discretion (each, a "Payment Method"). You represent and warrant to Company that such information is true and accurate, and that you are authorized to use the Payment Method selected. You will promptly update your account information with any changes that may occur regarding your Payment Method (for example, a change in your billing address or credit card expiration date). You agree to pay the amount that is specified, in accordance with these Terms of Service. When paid by you, these payments are final and non-refundable, unless Company determines otherwise in its sole discretion. You hereby authorize Company to bill your Payment Method in advance in accordance with the terms specified within the Service at the time of billing, and you further agree to pay any charges so incurred. If you dispute any charges, you must let Company know within sixty (60) days after the date that Company charges you. Company, in its sole discretion, may offer credits or refunds on a case-by-case basis, for example in the event of an error in the amount you were charged. We reserve the right to change Company's prices. If Company does change prices, Company will provide notice of the change in the Service or in email to you, at Company's option, at least thirty (30) days before the change is to take effect. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice, or the Services may be terminated with or without notice. Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. You will be responsible for all taxes associated with the Services, other than U.S. taxes based on Company's net income.

Payment Authorization: By using the Service to make payments, you authorize Company to electronically debit your Payment Method in the amount and upon the date you authorize in the Service, subject to the Payment Processor Terms (as defined below), and if necessary, to electronically credit your same Payment Method. You understand this authorization will remain in full force and effect until you notify Company by an email to support@rxwell.zendesk.com you revoke this authorization. You understand that Company requires at least three (3) business days' prior notice of revocation of any payment authorization. You acknowledge that all payments that you authorize must comply with all applicable law. Once you authorize payment, no changes or corrections to the payment may be made. You understand that you should retain a hard or electronic copy of your authorization for your records.

Payment Processing: Payment processing services for any fees owed by you in connection with the Services or services of any Third Party Provider, as applicable, will be provided by third party payment processors, which may include Zuora, Inc. and its affiliates ("Zuora", and collectively with any other payment processing service that Company makes available, the "Payment Processors"). You will render payment via the applicable Payment Processors and in accordance with such Payment Processor's applicable terms and conditions and privacy policy governing the then-current Payment Processor's services (the "Payment Processor Terms"). Please contact the applicable Payment Processor for more information. Any fees owed by you in connection with the Services or services of any Third Party Provider that is not processed within the service provided by the Third Party Provider, as applicable, will be processed by the Payment Processor. By agreeing to these Terms of Service or continuing to access or use the Service, you agree (i) to be bound by the Payment Processor Terms as the same may be modified by such Payment Processor from time to time and (ii) that any fees associated with the Services or services of any Third Party Provider, as applicable, will be charged to the credit card or debt card associated with your account with the applicable Payment Processor or debited to your bank account that you provide to the applicable Payment Processor.

for purposes of automatic clearing house ("ACH") payments. As a condition of Company enabling payment processing service through any Payment Processor, you agree to provide Company accurate and complete information as requested by Company and to promptly update such information as needed, and also authorize Company to share such information and transaction information related to your use of the payment processing service provided by such Payment Processor. Company does not control any fees that may be charged to you by your bank related to Payment Processor's collection or disbursement of such payment, and Company disclaims all liability in this regard. You will ensure that you have sufficient funds or credit (as applicable) associated with the selected Payment Method. You understand that the amounts charged may vary and that this authorization will remain in effect until the expiration or termination of this Agreement. If an ACH payment is returned from the applicable bank account for insufficient or uncollected funds or for erroneous information, Company may reinitiate the returned ACH debit to the applicable bank account. Any amounts owed to Company that cannot be collected by ACH debit may be charged to any backup credit card on file for you.

Conditions of Use

User Conduct: You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials ("content") that you upload, post, publish or display (hereinafter, "upload") or email or otherwise use via the Service. The following are examples of the kind of user content and/or use that is illegal or prohibited by Company. Company reserves the right to investigate and take appropriate legal action against anyone who, in Company's sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:

- a) email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Company or its users to any harm or liability of any type;
- b) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- c) violate any applicable local, state, national or international law, or any regulations having the force of law;
- d) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- e) solicit personal information from any minors;
- f) harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- g) advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;

- h) further or promote any criminal activity or enterprise or provide instructional information about illegal activities;
- i) penetrate, breach, avoid, or otherwise hack the security controls implemented by Company; or
- j) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

Special Notice for International Use; Export Controls: Software (defined below) available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

Commercial Use: Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

Software

Subject to these Terms of Service, Company hereby grants to you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to (i) install the Mobile App on one mobile device and (ii) use the Mobile App for your own personal use solely to access and use the Service. For clarity, the foregoing is not intended to prohibit you from installing the Mobile App for another device on which you also agreed to these Terms of Service. Each instance of the Terms of Service that you agree to in connection with downloading a Mobile App grants you the aforementioned rights in connection with the installation and use of the Mobile App on one device.

As between you and the Company, the technology and software underlying the Service or distributed in connection therewith are the property of Company, its affiliates and its licensors (including the Mobile App, the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Company.

Company may offer the Mobile App through the Apple App Store, the Google Play Store or other distribution channels ("Distribution Channels"). If you obtain such Mobile App through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms of Service are between you and us only, and not with the Distribution Channel. To the extent that you utilize any other third party products and services in connection with your use of our Services, you agree to comply with all applicable terms of any agreement for such third party products and services.

Apple-Enabled Software: With respect to Mobile Apps that are made available for your use in connection with an Apple-branded product (such Mobile Apps, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

- Company and you acknowledge that these Terms of Service are concluded between Company and you only, and not with Apple Inc. ("Apple"), and that as between Company and Apple, Company, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the Apple Media Services Terms and Conditions.

- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product that you own or control, as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be Company's sole responsibility, to the extent it cannot be disclaimed under applicable law.
- Company and you acknowledge that Company, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between Company and Apple, Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to Company as follows:

support@rxwell.zendesk.com or visit <https://ability.atlassian.net/servicedesk/customer/portal/1>

RXR Urban Workplaces LLC
 625 RXR Plaza
 Uniondale, NY 11556
 (516) 506-6000
 Attn: Legal Department

Company and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

Google-Sourced Software: The following applies to any Mobile App you acquire from the Google Play Store ("**Google-Sourced Software**"): (i) you acknowledge that these Terms of Service are between you and Company only, and not with Google, Inc. ("**Google**"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Terms of Service; (iii) Google is only a provider of Google Play where you obtained the Google-Sourced Software; (iv) Company, and not Google, is solely responsible for Company's Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms of Service; and (vi) you acknowledge and agree that Google is a third-party beneficiary to these Terms of Service as it relates to Company's Google-Sourced Software.

Open Source Software: The Software may contain or be provided together with open source software. Each item of open source software is subject to its own applicable license terms, which can be found in the Software documentation or the applicable settings, help, legal, notice, or about menu or source files. If required by any license for particular open source software, Company makes such open source software, and Company's modifications to that open source software (if any), available by written request to support@rxwell.zendesk.com. Copyrights to the open source software are held by the respective copyright holders indicated therein.

Intellectual Property Rights

Service Content: You acknowledge and agree that the Service Content and other features of the Service may be protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. You agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Company from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited.

Trademarks: The Company name and logos are trademarks and service marks of Company (collectively the "Company Trademarks"). Other Company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Company. Nothing in these Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Company Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Company Trademarks will inure to our exclusive benefit.

Third Party Material: Under no circumstances will Company be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Company does not pre-screen content, but that Company and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Company and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Company, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

User Content and Usage Data: With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, "User Content"), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. You hereby grant Company and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable (through multiple tiers), perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service and the promotion, advertising or marketing of the foregoing, in any form, medium or technology now known or later developed.

You hereby authorize Company and its third-party service providers to derive statistical and usage data relating to your use of the Service ("Usage Data"). We may use Usage Data for any purpose in accordance with applicable law and our Privacy Policy.

Any questions, comments, suggestions, ideas, feedback or other information about the Service ("Submissions"), provided by you to Company are non-confidential and Company will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment, attribution or compensation to you.

Company may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Company, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

Copyright Complaints: Company respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Company of your infringement claim in accordance with the procedure set forth below.

Company will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Company's Copyright Agent at support@rxwell.zendesk.com (Subject line: "RXR Urban Workplaces LLC DMCA Takedown Request").

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Counter-Notice: If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within New York, New York and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Company will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy: In accordance with the DMCA and other applicable law, Company has adopted a policy of terminating, in appropriate circumstances and at Company's sole discretion, users who are deemed to be repeat infringers. Company may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Indemnity and Release

You agree to release, indemnify and hold harmless Company, its affiliates and its and their officers, employees, directors, service providers, licensors and agents (collectively, "Indemnitees") from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any Indemnitee from or against any liability, losses, damages or expenses incurred as a result of any action or inaction of such Indemnitee. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

THE COMPANY PARTIES MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE INFORMATION OR CONTENT PROVIDED THROUGH THE SERVICE WILL BE ACCURATE, RELIABLE, COMPLETE, TIMELY, (IV) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE, RELIABLE OR COMPLETE, OR WILL PROPERLY ADDRESS ANY HEALTH AND/OR SAFETY CONCERNS OR (V) THE QUALITY OR SUITABILITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. NEITHER COMPANY NOR ITS AFFILIATES, PARENTS, SUBSIDIARIES OR LICENSORS ARE RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICE (INCLUDING BUT NOT LIMITED TO THE CONDUCT OF ANY OTHER TENANTS OF THE BUILDING). NEITHER COMPANY NOR ITS AFFILIATES, PARENTS, SUBSIDIARIES OR LICENSORS WARRANT THAT THE SERVICE IS FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. COMPANY AND ITS AFFILIATES, SUBSIDIARIES, PARENTS AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY INFORMATION, PERSONAL OR OTHERWISE, SUPPLIED BY YOU WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS.

COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY THAT MAY ARISE THROUGH USE OF THE SERVICE, INCLUDING ANY LIABILITY FOR DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED IN CONNECTION WITH USE OF OR RELIANCE ON ANY INFORMATION OR CONTENT PROVIDED THROUGH THE SERVICE. TO THE EXTENT THAT THE SERVICE (INCLUDING ANY THIRD-PARTY SERVICE MADE AVAILABLE THEREIN) CONNECTS YOU TO A THIRD PARTY SERVICE PROVIDER FOR THE PURPOSES OF PROVIDING OR OBTAINING SERVICES HEREUNDER, COMPANY WILL NOT BE RESPONSIBLE FOR ASSESSING THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD PARTY SERVICE PROVIDERS AND YOU EXPRESSLY WAIVE AND RELEASE COMPANY FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO THE THIRD PARTY SERVICE PROVIDER, INCLUDING YOUR ACTS OR OMISSIONS UNDER ANY AGREEMENT BETWEEN YOU AND SUCH THIRD PARTY. BECAUSE COMPANY IS NOT INVOLVED IN THE COMPLETION OF ANY PROFESSIONAL SERVICE, IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE PROFESSIONAL SERVICE PROVIDERS, YOU RELEASE COMPANY FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES (ACTUAL, DIRECT OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE COMPANY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) RELIANCE ON OR ANY ACTION TAKEN BY YOU IN RESPONSE TO INFORMATION OR CONTENT PROVIDED THROUGH THE SERVICE; (III) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL THE COMPANY PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID COMPANY IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION WILL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

Dispute Resolution By Binding Arbitration: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

a. Agreement to Arbitrate

This Dispute Resolution by Binding Arbitration section is referred to in these Terms of Service as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Company, whether arising out of or relating to these Terms of Service (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms of Service, you and Company are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

b. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND COMPANY AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND COMPANY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

c. Pre-Arbitration Dispute Resolution

Company is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at support@rxwell.zendesk.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Company should be sent to RXR Urban Workplaces LLC, 625 RXR Plaza, Uniondale, NY 11556, Attn: Legal Department, support@rxwell.zendesk.com ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Company and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Company or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Company is entitled.

d. Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the

applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Company and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, Company agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

e. Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Company will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Company will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys’ fees will be governed by the AAA Rules.

f. Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of the Terms of Service will continue to apply.

h. Future Changes to Arbitration Agreement

Notwithstanding any provision in these Terms of Service to the contrary, Company agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are

a user of the Services, you may reject any such change by sending Company written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

Termination

Company may suspend or terminate your account or use of the Services if you breach these Terms of Service or applicable law. If your account or use of the Services is suspended or terminated, we will provide you with a notice in writing prior or after doing so, at our reasonable discretion. If you disagree with our treatment of the situation, you can write to us to request a review. We may refer any matters which we believe in violation of applicable laws to local authorities.

We may terminate these Terms of Services and the Services at any time, with or without notice.

You agree and acknowledge that we are not liable for any termination or suspension of these Terms of Service or the Service in accordance with these Terms of Service.

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Service and Company will have no liability or responsibility with respect thereto. Company reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

General

These Terms of Service constitute the entire agreement between you and Company and govern your use of the Service, superseding any prior agreements between you and Company with respect to the Service. These Terms of Service will be governed by the laws of the state of New York without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and Company agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within New York, New York. The failure of Company to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of these Terms of Service and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of Company, but Company may assign or transfer these Terms of Service, in whole or in part, without restriction. In addition, Company may subcontract or delegate to other parties (including affiliates) its rights and obligations under these Terms of Service, including the performance of any or all of the Services. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service. If any of these Terms of Service are deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity or enforceability of any remaining condition.

Notice for California Users

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210 or (800) 326-2297 (hearing impaired only).

Questions? Concerns? Suggestions?

Please contact us at support@rxwell.zendesk.com, visit <https://ability.atlassian.net/servicedesk/customer/portal/1>, or at RXR Urban Workplaces LLC, 625 RXR Plaza, Uniondale, NY 11556, Attn: Legal Department to report any violations of these Terms of Service or to pose any questions regarding these Terms of Service or the Service.