



Project X-ITE X-Lab Use Agreement

Project X-ITE is a cross-disciplinary community at the University of Denver that supports the next generation of entrepreneurial thinkers through collaborative events, experiential programming, and strategic global partnerships. Project X-ITE's X-Lab is designed to facilitate collaboration and innovation. The Project X-ITE X-Lab is a dedicated co-working space for student entrepreneurs on the University of Denver campus. The X-Lab is located in Margery Reed Hall, Room 116 and is open daily.

1. Acceptance of Terms.

Any student with an access key card who is using the X-Lab agrees to and is subject to the following Terms of Use ("TOU"). Project X-ITE reserves the right to update the TOU at any time.

2. Description of X-Lab Services.

The X-Lab offers five large whiteboards for brainstorming and ideation sessions, two large TVs with speakers, Internet access, Apple TV, Google Home, Chromecast Ultra, several conference tables, and a range of office supplies. In addition, the X-Lab provides a stimulating and supportive environment where users may work alongside student entrepreneurs, get to know the Project X-ITE team, and meet alumni and community partners that frequent the space. Collectively, these offerings are referred to as the "Services" and they are subject to this TOU at all times. The Services encompass any additional offerings that may be added in the future.

3. Use with Respect.

All DU students are welcome to use the space when Margery Reed Hall is open and the X-LAB door is open. Any person with access to the door via ID Card may use the X-Lab at any time Margery Reed Hall is open, subject to any building rules for Margery Reed Hall. Students who have been involved with Project X-ITE (through Pioneering Summer, IncubatorX, BasiX, and other programming) are allowed to request access to the room via Kanitha.Snow@du.edu. All activities should be carried out in such a manner so as not to prohibit the enjoyment of the space by others. All users must be respectful of other users and must leave the X-Lab in as good or better condition as when they entered. The last person with approved room access to leave the X-Lab must ask others to leave, close the door, and make sure the space is left securely locked. Any problems with X-Lab equipment, access, or the condition of the co-working spaces should be reported to Project X-ITE staff at Kanitha.Snow@du.edu. The X-Lab is not a locker. Personal belongings cannot be stored there, and Project X-ITE is not responsible for the loss of valuables or personal items.

4. Food and Drinks.

Food and non-alcoholic beverages may be enjoyed in the X-Lab; however, alcohol, drug use (including recreational marijuana), and vaping of any substance is strictly prohibited. All students are expected to keep the space clean after each use. Students are responsible for disposing of uneaten food, keeping counters clean, respectfully using the fridge space, disposing of used coffee pods in the compost bin, wiping down the microwave after usage, and general removing/cleaning/storing of any food or drink associated materials (napkins, plates, cups, utensils, etc.).

5. No Confidentiality.

Any work done in the X-Lab must be compatible with general use in a public co-working environment. The X-Lab

is open to the public and makes no promise of confidentiality at any time.

6. No Unlawful or Prohibited Use.

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by this TOU. You may not use the Services in any manner that could damage, disable, overburden, or impair any X-Lab server, or the network(s) connected to any X-Lab server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any X-Lab server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

You agree that when participating in or using the Services, you will not:

- Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise);
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Use the Services to publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or other information;
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of X-Lab equipment or another's computer or property;
- Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- Restrict or inhibit any other user from using and enjoying the Services;
- Violate any code of conduct or other guidelines which may be applicable for any of the Services (including the building rules for Margery Reed Hall);
- Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- Violate any applicable laws or regulations; and
- Create a false identity for the purpose of misleading others.

7. Disclosure.

Project X-ITE reserves the right at all times to disclose any information about you and your participation in and

use of the Services as Project X-ITE deems necessary to satisfy any applicable law, regulation, legal process, or governmental request.

8. Participation in or Use of Services.

You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that Project X-ITE does not have any liability (i) with respect to your access to, participation in, and use of the Services, or (ii) for any loss of information, including information that you deem confidential, resulting from your participation or use of the Services.

9. Consequences for Rule Violations and Termination.

Project X-ITE reserves the right to terminate any of the X-Lab Services at any time. Project X-ITE further reserves the right to terminate your participation in and use of any of the Services, immediately and without notice. Any user that abuses the facility, violates any of these rules, or violates the University of Denver Honor Code may be reprimanded with a formal written warning or suspension or revocation of key card access.

10. Acceptance.

You hereby represent and warrant that you are currently enrolled as a student at the University of Denver or that you are properly affiliated with the University of Denver to make your use of the X-Lab appropriate. You hereby acknowledge that you have read and understood all of the terms and conditions contained in this TOU and further agree to be bound to the TOU regarding your participation in and use of the Services.

Signature: _____ Date: _____

Printed Name: _____

Email: _____