

DASH License[®] Monthly Use

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DEFINITIONS

The who, when, what, how long and how much of the deal.

2

AGREEMENT

The simple statement of what the Guest and Host agree to.

3

HOUSE RULES

Specific rules added by the Host for the Space and the Building.

4

LICENSE TERMS

The License itself. Enough to protect the Guest and Host for short term use of an office.

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DEFINITIONS

AGREEMENT DATE

GUEST:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

SPACE DETAIL:

NAME

SPACE TYPE:

MAX OCCUPANCY:

SIZE (SQ FT):

TERM:

START DATE:

END DATE:
(Optional)

CANCELLATION TERMS

MINIMUM TERM

HOST & BUILDING:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

FEES, DEPOSIT AND TAXES:

Fees shall mean the Setup Charge due at the beginning of the Term and the Monthly Charge due on the Agreement Date for the first month and monthly thereafter, if applicable.

MONTHLY CHARGE

SETUP CHARGE

DEPOSIT

TAXES

MARKETPLACE SERVICE:

Licenses with no End Date automatically renew after the Minimum Term.

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DEFINITIONS

AGREEMENT DATE

shall mean the date the reservation is booked through the Service;

CANCELLATION TERMS

shall mean the Flexible Cancellation Terms described in the section entitled "**Cancellation**" below;

HOST

shall mean the Host and the Host's email and address shall have the values set by the Host in the Host's Profile as of the Agreement Date;

"GUEST" OR "YOU"

shall mean the Guest and the Guest's email and address shall have the values set by the Guest in the Guest's Profile as of the Agreement Date;

SPACE

shall be the Space the Guest reserves by booking a reservation through the Service;

MAXIMUM OCCUPANCY

shall be the value set by the Host in the Profile for the Space as of the Agreement Date;

BUILDING

shall be the Building in which the Space is located as set by the Host in the Profile for the Space as of the Agreement Date;

TERM

shall mean the period of time beginning on the Start Date and ending on the later of the End Date, if specified, or the Minimum Term number of months after the Start Date of the reservation specified by the Guest and authorized by the Host;

FEES

shall mean the "**Setup Charge**" due at the beginning of the Term and the "**Monthly Charge**" and "**Incidentals**" due on the Agreement Date for the first month and monthly thereafter, if applicable as set by the Host in the Profile for the Space as of the Agreement Date;

DEPOSIT

shall be equal to the Monthly Charge for one month unless otherwise specified in the House Rules by the Host as of the Agreement Date;

TAXES

shall be the taxes set by the Host and collected by the Marketplace Service on the Host's behalf;

MARKETPLACE SERVICE

shall mean the LiquidSpace service.

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DIRECT AGREEMENT FOR SPACE HOSTING (DASH) LICENSE

This DASH (Direct Agreement for Space Hosting) License (this "Agreement") is made as of the Agreement Date between the Host and the Guest for use of the Space located in the Building.

The Host and Guest agree as follows:

LICENSE

Subject to the terms and conditions of this Agreement, the Host grants Guest a non-transferable license to occupy and use the Space in the Building (the "**License**") during the Term and the Guest accepts such License.

TERM

The **Term** shall be the period of time that begins on the Start Date and ends on the later of the End Date, if specified, or Minimum Term number of months after the Start Date. If no Minimum Term is specified, the Minimum Term shall be one month.

HOUSE RULES

During the Term, the Guest agrees to accept the terms, conditions, and policies provided by the Host relating to the use of the Space, including building security procedures, IT access and use procedures, maximum occupancy limitations, specific state law requirements and other terms or procedures provided by the Host (the "**House Rules**") above. The House Rules may be revised and amended by the Host without the prior consent of the Guest; provided that Host shall provide Guest with notice of such revisions and/or amendments. In the event of a conflict between this Agreement and the House Rules, the House Rules shall govern and control.

PAYMENT

The Guest agrees to pay the Fees, Deposits, and Taxes for use of the Space to the Host or to the Marketplace Service on behalf of the Host.

DEFINITIONS

Capitalized terms used and not otherwise defined in this Agreement or the Exhibit and Schedules shall have the meanings set forth in the Section entitled "Definitions" below.

ENTIRE AGREEMENT

This Agreement (including the Exhibits) constitutes the entire agreement between the Host and the Guest regarding the use of the Space and supersedes any prior agreements between the Host and Guest relating to Guest's use of the Space.

House Rules for The Shop – Brooklyn

1. DEFINED TERMS

- **"Host"** means 420 Carroll Shop LLC, a New York limited liability company.
- **"Member"** means each person the Member Company (defined below) authorizes on its Member List (defined below) as being allowed to use (if any) its Shop Office Space (defined below) and receive the Services (defined below) or other benefits of such Member Company's membership.
- **"Member Company"** means a company, entity, or individual that enters into a Membership Agreement with the Host.
- **"Shop Office Space"** means the office number and/or workspace location(s) specified on the Shop Office Space Addendum, if any. All references to Shop Office Space in this Agreement are applicable only if the Member Company has entered into an Shop Office Space Addendum with the Host which then remains in effect.
- **"Shop Space"** currently means the area shown on the attached Shop Space Location Exhibit and is subject to change from time to time by the Host.

2. MEMBERSHIP

(a)**Services.** The Member Company shall have access to the items set forth in the Member Services Addendum (the **"Services"**), subject to the terms and conditions of this agreement, the Shop Office Privacy Policy and the Wireless Network Terms of Service, including any then-effective attachments, exhibits, and addenda (collectively, the **"Agreement"**), and any other policies that the Host makes available to the Member Company from time to time, during the Term (defined below), including without limitation, any policies related to the coronavirus or COVID 19, all of which are incorporated into this Membership Agreement by reference and made a part hereof.

(b)**Reserved Rights.** The Host is entitled to access any and all portions of the Shop Space, with or without notice, in connection with the Host's provision of the Services or for any other purposes, and both the Host and the Host's landlord are entitled to access any and all portions of the Shop Space, with reasonable notice (except in the event of an emergency), for inspection, maintenance, repair, safety or emergency purposes, or to display the Shop Space to actual or prospective insurers, purchasers, lenders or replacement tenants. The Services may be provided by the Host, an

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affiliate or a third party. The Host may temporarily move furniture and/or modify or reduce the list of Services or furnishings provided by the Host at any time.

3.MEMBERS

(a)**The Member List.** Only those individuals listed on the Member List will be deemed to be "**Members**" entitled to the benefits of the Services. Members will be able to begin using, accessing, and/or receiving the Services on the later of (i) the Start Date (as defined in the Membership Details form) or (ii) the date the Host confirms the addition of such individual to the Member List. The Member Company is responsible for maintaining the accuracy of the Member List, the first version of which is attached to this Agreement.

(b)**Updating the Member List.** To make changes to the Member List, the Primary Member shall send an email, from the Primary Member's email account on file with the Host, to the email address specified at the bottom of the Membership Details form. The email requesting the change must include the name(s) and email address(es) of the departing and new Member(s) and the effective date of the change. A Member will no longer be allowed access to the Services upon the earlier of (i) the termination or expiration of this Agreement, (ii) the Member Company's removal of such Member from the Member List or (iii) the Host's notification to the Member Company that such Member will be removed from the Member List (for example if such Member violated this Agreement). If the number of Members or other individuals regularly using the Member Company's Shop Office Space exceeds the number allocated on the Membership Details form, the Member Company will be required to pay the then current additional fee as set forth by the Host from time to time and provided to the Member Company in writing. In no event will the number of Members exceed 1.5 times the number of desks in the Shop Office Space, regardless of additional fees paid. The Host reserves the right to further limit the number of Members allowed at any point.

(c)**Changes to or Removal of Primary Member or Authorized Signatory.** An individual authorized to legally bind the Member Company ("**Authorized Signatory**") generally has the sole authority to make changes to or terminate this Agreement. The Member Company's primary Member contact ("**Primary Member**") will generally serve as the Host's primary contact regarding matters that involve the Member Company, Members, any Shop Office Space to which the Member Company may have rights, and the Shop Space. The Host will be entitled to rely on communications to or from the Authorized Signatory or Primary Member as notice to or from the applicable Member Company. Unless the Host receives instructions from the Authorized Signatory, if, in the Host's good faith judgment, the individual designated as the Primary Member ceases to provide services to the Member Company or

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ceases using the Shop Space regularly, the Host will use its reasonable judgment in designating a replacement Primary Member and the Host shall confirm such designation to the Member Company.

4. PAYMENTS AND FEES

(a) **Payments Due Upon Signing.** Upon submitting a signed and completed Agreement to the Host, the Member Company will be obligated to deliver to the Host, in the amount(s) set forth on the Member Services Addendum, (i) a service retainer ("**Service Retainer**") and (ii) the Set-Up Fee. The Service Retainer will be held as a retainer for performance of all of the Member Company's obligations under this Agreement and is not intended to be a reserve from which fees may be paid. Subject to the complete satisfaction of the Member Company's obligations under this Agreement, the Host will return the Service Retainer, or any balance after deducting outstanding fees and other costs due to the Host, to the Member Company within thirty (30) days (or earlier if required by applicable laws, regulations, rules or orders, which are collectively referred to in this Membership Agreement as "Laws") after the later of (1) the termination or expiration of this Agreement (2) the date on which the Member Company provides to the Host all information necessary for the Host to make such payment and (3) the Member Company's complete performance of all of its obligations under this Agreement, including any obligations applicable following termination or expiration of this Agreement.

(b) **Membership Fee.** During the Term of this Agreement, the Host will process payment for the Membership Fee and other then-outstanding fees, in advance, monthly and no later than the fifth (5th) business day of each month. The Member Company shall be responsible for having the necessary funds available in its payment account as of the first (1st) day of the month. The Membership Fee set forth on the Membership Details form covers the Services for only the number of Members indicated in the Membership Details form. Additional Members will result in additional fees as set by Host from time to time and provided to the Member Company in writing.

(c) **Form of Payment.** Only a single checking, savings or credit card account may be used at any given time to make payments under this Agreement. The Host accepts payment solely by (i) direct withdrawal from the Member Company's bank account or (ii) credit card. Changing the payment method may result in a change in the amount required under this Agreement to be held as the Service Retainer. If the Member Company elects to pay via direct withdrawal, the Member Company is required to maintain sufficient money in its bank account to pay the fees described in this Agreement and to inform the Host promptly of any changes to the account. If the Member Company elects to pay via credit card, the Member Company is

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required to inform the Host promptly of any changes to its credit card information and must ensure that the Member Company replaces such credit card and updates the relevant information prior to its expiration date. If payment via credit card fails on two occasions, the Host may require the Member Company to make payments via direct withdrawal.

(d)**Invoices.** The Host will send or otherwise provide invoices and other billing-related documents, information and notices to the Primary Member, unless a different billing contact is indicated on the Membership Details form. Change of the billing contact will require notice from the Authorized Signatory in accordance with this Agreement.

(e)**Overage Fees.** Each month, the Member Company will receive a certain number of credits for conference room use, copies, printouts and other products and services the Host may offer from time to time, as specified on the Member Services Addendum. These allowances (or unused portions thereof) may not be rolled over from month to month. If these allocated amounts are exceeded in any month, the Member Company will be responsible for paying fees for such overages, to be processed by the Host no earlier than fourteen (14) days after the Host provides payment due information to the Member Company. The current overage fee schedule is listed on the Member Services Addendum; all overage fees are subject to increase from time to time.

(f)**Late Fees.** If payment for the Membership Fee or any other accrued and outstanding fee is not made by the tenth (10th) of the month in which such payment is due, the Member Company will be responsible for paying the then-current late charge, equal to the greater of three percent (3%) of the applicable payment or \$50.00.

(g)**Outstanding Fees.** If any payments remain outstanding after the Host provides notice to the Member Company, the Host may, in its sole discretion, withhold Services or terminate this Agreement in accordance with Section 5(b).

(h)**No Refunds.** Except as provided in Section 5(d) of this Agreement, there are no refunds of any fees or other amounts paid by the Member Company or its Members in connection with the Services.

5.TERM AND TERMINATION

(a)**Term.** This Agreement will be effective when signed by both parties ("**Effective Date**"); provided that the Host has no obligations to provide the Member Company with the Services until the later of (i) the date on which payment of the Member Company's Service Retainer and first month's Membership Fee has cleared or (ii) the

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Start Date. Unless otherwise set forth on the Membership Details form, following the Commitment Term (as defined in the Membership Details form), this Agreement shall continue on a month-to-month basis (any term after the Commitment Term a **"Renewal Term"**). The Commitment Term and all subsequent Renewal Terms shall constitute the **"Term."** If no Commitment Term is indicated on the Member Company's Membership Details form, the default Commitment Term shall commence on the Start Date and end one (1) month after the Start Date. This Agreement will continue until terminated in accordance with this Agreement.

(b) Termination or Suspension by the Host. The Host may withhold Services or immediately terminate this Agreement: (i) upon breach of this Agreement by the Member Company or any Member; (ii) if the Member Company or any of its Members fail to comply with the terms and conditions of this Agreement or any other policies or instructions provided by the Host; (iii) if any outstanding fees are still due after the Host provides notice to the Member Company; (iv) upon termination, expiration or material loss of the Host's rights in the Shop Space; or (v) at any other time, when the Host, in its reasonable discretion, sees fit to do so. The Member Company will remain liable for all past due amounts, and the Host may exercise its rights to collect due payment, despite termination or expiration of this Agreement.

(c) Termination by the Member Company. Except as set forth in this section, the Member Company may terminate this Agreement by delivering to the Host the **"Exit Form"** (provided by the Host upon the Member Company's request) at least one (1) full calendar month prior to the month in which the Member Company intends to terminate this Agreement (**"Termination Effective Month"**). **The termination will become effective on the last day of the Termination Effective Month; provided that the Agreement is not terminable by Member Company during the Commitment Term.** During the Commitment Term, if the Member Company delivers an Exit Form to the Host at least one (1) full calendar month before the end of the Commitment Term, the Member Company may terminate the Agreement as early as the last day of the Commitment Term. Any Exit Form delivered to the Host during the Commitment Term but less than one (1) full calendar month before the end of the Commitment Term shall become effective in accordance with the rest of this Section 5(c). The Exit Form needs to be completely filled out and signed by the Authorized Signatory. The Member Company will not be entitled to any prorated portion of the last month's Membership Fee.

(d) Service Retainer. After termination or expiration of this Agreement, the Host will return the Service Retainer, or any balance after deducting outstanding fees and other costs due to the Host, to the Member Company in accordance with Section 4(a) of this Agreement.

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(e)Removal of Property Upon Termination. Prior to the termination or expiration of this Agreement, the Member Company will remove all of the Member Company's, its Members', and its or its guests' property from the Shop Office Space and Shop Space. After the termination or expiration of this Agreement and after providing the Member Company with reasonable notice, the Host will be entitled to dispose of any property remaining in or on the Shop Office Space or Shop Space and will not have any obligation to store such property. The Member Company will be responsible for paying any fees reasonably incurred by the Host in connection with such removal. The Member Company waives and releases any claims or demands regarding such property or the Host's handling of such property. Following the termination or expiration of this Agreement, the Host will not forward or hold mail or other packages addressed to the Member Company and delivered to the Host.

6.RULES

(a)No Member will:

- use the Services, the Shop Office Space or the Shop Space to conduct or pursue any illegal activities;
- perform any activity that is reasonably likely to be disruptive or dangerous to the Host or any other Member Companies, or the Host's or such other Member Companies' employees, guests or property;
- use the Services, the Shop Office Space or the Shop Space to conduct any activity that is generally regarded as offensive;
- use the Shop Space for any of the following uses: medical use; residential use; restaurant or bar generally open to the general public; hospitality venue available for use by the general public; retail use generally open to the general public; an arts institution, gallery or museum (although such institutions may have offices in the Shop Space); a movie theatre generally open to the general public; a fitness center, gymnasium, aerobics studio or weightlifting center; any unusual fire, explosive or dangerous hazards (including the storage, display or sale of explosives or fireworks); storage other than incidental to normal general office use; a massage parlor; or a flea market;
- use electric or other portable heaters and open flames (*i.e.*, candles, incense burners, potpourri burners);
- smoke anywhere in the building or allow any guest(s) to smoke anywhere in the building;

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HOUSE RULES

- store bicycles or other vehicles inside the building, except in such areas designated from time to time by the Host for such purposes;
- attach or affix any items to the walls or make any other alterations, or install antennas or telecommunication lines or devices, or bring any additional furniture into the Shop Space, in each case without the Host's prior written consent (or as may be set forth in the Member Company's Shop Office Space Addendum, if any);
- inscribe, paint, affix or display any exterior-directed signs, advertisements or notices on or in the Shop Space (including the windows thereof) or any signs, advertisements or notices on or in any other portion of the entire building encompassing the Shop Space (including the windows thereof);
- take, copy or use, for any purpose, any pictures or illustrations of any portion of the Shop Space or the name "The Shop" or any of the Host's other business names, logos, service marks, trademarks, trade dress, other identifiers or other intellectual property or modified or altered versions of the same, without the Host's prior consent, and this provision will survive termination of this Agreement;
- take, copy or use any information or intellectual property belonging to other Member Companies or their Members or guests, including without limitation personal names, likenesses, voices, business names, logos, service marks, trademarks, trade dress, other identifiers or other intellectual property or modified or altered versions of the same, and this provision will survive termination of this Agreement;
- allow any guest(s) to enter the building without registering such guest(s) and performing any additional required steps according to the Host's policies;
- make any copies of any keys, keycards, badges or other means of entry to the Shop Office Space or the Shop Space or lend, share or transfer any keys, keycards or badges to any third party, unless authorized by the Host in advance; or
- install any locks anywhere within the Shop Space, unless authorized in writing by the Host in advance.

The Member Company is responsible for ensuring its Members comply with all Rules.

(b)The Member Company acknowledges and agrees that:

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- the Member Company and its members shall comply, and shall assume all responsibility for compliance with, all Laws pertaining to Member's use or occupancy of the Shop Space (and Shop Office Space, if applicable);
- the Member Company and its Members will abide by other rules and regulations as determined by the Host and communicated to the Member Company, including by email. The Host may add, delete or amend the rules and regulations (including the list of prohibited uses in Section 6(a)) at its reasonable discretion and with notice to the Member Company;
- common spaces are to be enjoyed by all Member Companies, Members and guests on a non-exclusive basis, and, unless otherwise directed by the Host from time to time, and are for temporary use and not to be used as a place for continuous, everyday work;
- since the Shop Space and the Member Company's Shop Office Space (if any) have limited capacity, if the number of Members or other individuals regularly using the Shop Space and/or the Member Company's Shop Office Space exceeds the number allocated on the Member Company's Membership Details form, the Member Company will be required to pay the then current additional fee as set forth by Host from time to time and provided to the Member Company in writing. The Host reserves the right to further limit the number of Members allowed at any point;
- any and all written communications by the Host to the Member Company may be by email at the Member Company's email address in the Membership Agreement, as the Member Company may change it from time to time in accordance with the Host's procedures;
- the Host will provide notice to the Member Company of any changes to fees, services or other matters by emailing the email addresses provided by the Member Company. It is the Member Company's responsibility to read such emails and ensure the Member Company's Members are aware of such changes and comply accordingly, even if the Host notifies such Members directly;
- the Member Company shall promptly notify the Host of any change to the Member Company's contact and payment information and/or any other information the Host may reasonably need from time to time in order to fulfill its obligations under this Agreement;
- keys, key cards, badges and other such items provided by the Host in order to grant Members physical access to the Shop Space or the Shop Office Space remain the Host's property. The Member Company will cause its Members to

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safeguard the Host's property and the Member Company will be liable for replacement fees should any such property be lost, stolen or destroyed;

- the Host may, but has no obligation to, regularly record certain areas in the Shop Space via security cameras or other form of video surveillance;
- dollies, carts and other similar items used to transport freight may not be used in the passenger elevator except at the Host's discretion;
- the Host may disclose information about the Member Company or the Member Company's Members (i) in order to satisfy any applicable Laws, legal process or government request or (ii) as the Host otherwise deems reasonably necessary for the protection of the Host, other Member Companies or other Members;
- the Member Company grants the Host permission to use the Member Company's name and e-mail address to identify the Member Company as a Member of the Shop, alongside those of other Members, in physical and on-line directories. The Member Company acknowledges that the Host may, from time to time, use the Member Company's name incidentally and/or in passing in connection with promotion of the Host's businesses, products and services during and after the Term. To the extent (i) any such use is objectionable to the Member Company, (ii) the Member Company notifies the Host of the Member Company's objections in writing and (iii) provided that the Host works promptly and in good faith to remove or minimize to the extent reasonably possible under the circumstances the effect of the objected-to conduct, the Member Company hereby waives and releases any claims or damages against the Host relating to such use;
- all of the Member Company's Members shall be at least 18 years of age;
- the Member Company shall be solely and fully responsible for ensuring that no alcohol is consumed by any underage Members, employees, agents, guests or invitees;
- the Member Company will provide the Host with reasonable advance notice of and complete all required documentation prior to hosting any event at the Shop Space;
- the Shop Space has shared usage, security will not be provided, and that Members leaving property in the Shop Space do so at their own risk;
- the Host has taken reasonable efforts to keep the Shop Space clean and free from viruses, including without limitation, the coronavirus, however Member

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Company understands that the Host is not responsible for any transmission of the coronavirus that occurs in the Shop Space or that is otherwise related to this Agreement. Member Company shall not be liable for any damages or losses related to the coronavirus or COVID 19.

- the Member Company has no expectation of security or privacy with respect to the Shop Space or with respect to the Host's networks, Internet connection, telecommunications systems or information processing systems (including any stored computer files and email and other messages), and the Member Company's activity and any files or messages on or using any of those systems may be monitored at any time without notice, including for security reasons and to ensure compliance with the Host's policies, or as required by any Laws, regardless of whether such activity occurs on equipment owned by the Member Company or the Host; and
- the Member Company and the Member Company's Members' computers, tablets, mobile devices and other electronic equipment must be (i) kept free of any viruses, malware, spyware, worms, Trojans, or anything that is designed to perform malicious, hostile and/or intrusive operations and (ii) kept up-to-date with the latest software updates provided by the software vendor. The Host reserves the right to remove any device from its networks that poses a threat to the Host's networks or users until the threat is remediated.

7.ARBITRATION AND CLASS ACTION WAIVER

(a)**Governing Law.** The interpretation, validity and enforcement of this Agreement and the transactions contemplated hereby shall be governed by and construed under the laws of the State of New York.

(b)**Venue.** Except that either party may seek equitable or similar relief from any court of competent jurisdiction, any dispute, controversy or claim arising out of or in relation to this Agreement, or at law, or the breach, termination or invalidity of this Agreement, that cannot be settled amicably by agreement of the parties to this Agreement shall be finally settled in accordance with the commercial arbitration rules of the American Arbitration Association then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be New York City, New York.

(c)**Confidentiality; Judgment.** Any proceedings arising in connection with this Agreement shall be confidential. Any award rendered shall be final and binding on both the Host and the Member Company. Judgment on the award may be entered in any court of competent jurisdiction. In any action, suit or proceeding to enforce

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rights under this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs and expenses of every kind in connection with the action, suit or proceeding, any appeal or petition for review, the collection of any award or the enforcement of any order, as determined by the arbitrator(s) or court, as applicable.

(d)Class Action Waiver. The Host and the Member Company agree that any proceeding to resolve or litigate any dispute hereunder will be conducted solely on an individual basis, and neither party will seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which either party acts or proposes to act in a representative capacity. The parties further agree that no proceeding will be joined, consolidated, or combined with another proceeding without the prior written consent of all parties to such other arbitration or proceeding. THE MEMBER COMPANY IS GIVING UP THE MEMBER COMPANY'S RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM THE MEMBER COMPANY MAY HAVE AGAINST THE HOST INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

8.ADDITIONAL AGREEMENTS

(a)Limitation of Liability. The obligations and liability under this Agreement of any of the Host Parties (defined in Section 8.d below) to the Member Company or its Members, employees, agents, guests or invitees for any reason and for all causes of action, shall be limited to the total Membership Fees paid by the Member Company to the Host under this Agreement in the twelve (12) months prior to the claim arising. The Member Company waives any right to proceed against any other assets of the Host for payment or discharge of any obligation or liability of the Host under this Agreement. None of the Host Parties will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption. None of the Host Parties will be liable under any causation action relating to the alleged contraction of any disease as a result of using or accessing any Services, Shop Office Space, or Shop Space. The Member Company acknowledges and agrees that the Member Company may not commence any action or proceeding against any of the Host Parties, whether, in contract, tort, or otherwise, unless the action, suit, or proceeding is commenced within one (1) year of the cause of action's accrual.

(b)Indemnification. The Member Company shall, to the fullest extent permitted by law, defend, indemnify and save the Host Parties harmless from legal action, damages, loss, claims, liability and any other expense (including reasonable attorneys' fees) relating to the Member Company's use or access of the Services,

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Shop Office Space, or Shop Space and from any breach of this Agreement by the Member Company or its Members or the Member Company's or their guests, invitees, or pets or any of their actions or omissions, including without violation, any claim that the Member Company is using the Services in violation of any applicable Laws. The Member Company is responsible and shall indemnify and hold harmless (including reasonable attorneys' fees) the Host Parties for the actions of and all damages caused by all persons and pets that the Member Company, its Members or the Member Company's or their guests or invitees who enter any of the Shop Space or the building in which it is located. The Member Company shall not make any settlement that requires a materially adverse act or admission by the Host or imposes any obligation upon any of the Host Parties without the Host's written consent. None of the Host Parties shall be liable for any settlement made without its prior written consent.

(c)**Insurance.** The Member Company covenants and agrees that during the Term, the Member Company shall carry and maintain, at its sole cost and expense, the following types of insurance: personal property insurance for the full replacement value of all personal property and supplies at the Shop Space, and commercial general liability insurance on a CG 0001 or its equivalent with minimum limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, covering the Member Company and its Members for property loss and damage and personal injury (including injury to the Member Company's Members and the Member Company's Members' guests or pets and prevention of or denial of use of or access to, all or part of the Shop Space or any services incident to the Shop Space, including Internet services). Such insurance policies shall be in form and amount appropriate to the Member Company's business and meeting the minimum requirements of The Shop. The Member Company waives all claims against the Host Parties and its agents, employees and contractors with respect to any loss or damage which would be covered under standard forms of such insurance policies as are then typically available in the State of Utah. The Member Company shall name the Host Parties as additional insureds, on a primary and noncontributory basis, on its liability policies using forms CG 2026 and CG 2037 or their equivalents.

(d)**Waiver and Release of Claims.** To the extent permitted by law, the Member Company, on the Member Company's own behalf and on behalf of its Members, employees, agents, guests and invitees, waives and releases any and all claims and rights against the Host, 420 Carroll LLC, 420 Carroll Member LLC, The Domain Companies LLC, 420 Carroll GP LLC, Domain 420 Carroll LLC, Aris 420 Carroll LLC, Vorea Carroll LLC, Domain MR 420 Carroll LLC, The Vorea Group LLC, Hammerhead Companies LLC, Cantor-Silverstein Opportunity Zone Trust, Inc., CSOZT 420 Carroll Member, LLC, and all members, partners, directors, officers, shareholders, employees,

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agents, lenders and mortgagees, successors, and assigns of any of them (all of the foregoing being collectively, the "**Host Parties**") resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet, as such terms are applicable under standard commercial general liability insurance. The Member Company acknowledges that this waiver and release is knowing and voluntary.

ALL INTERNET CONNECTIONS AND RELATED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THE HOST MAKES NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT THERETO OR AS TO ANY THIRD-PARTY SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE HOST SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED REPRESENTATIONS OR WARRANTIES AS TO ANY ELECTRONIC COMMUNICATION PRODUCTS, SERVICES, ANCILLARY SERVICES, THIRD-PARTY SERVICES, ASSETS, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF RELIABILITY, ACCURACY, COMPLETENESS, TIMELINESS, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, INCLUDING WITHOUT LIMITATION ANY NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, PRIVACY RIGHTS, OR OTHERWISE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR TRADE PRACTICE. THE HOST SPECIFICALLY DOES NOT REPRESENT OR WARRANT THAT ANY ELECTRONIC COMMUNICATION PRODUCTS, SERVICES, ANCILLARY SERVICES, THIRD-PARTY SERVICES OR ASSETS: (A) WILL OR COULD MEET THE MEMBER COMPANY'S BUSINESS REQUIREMENTS; (B) WILL OR COULD BE ERROR-FREE OR UNINTERRUPTED OR THAT THE RESULTS OBTAINED FROM USE THEREOF OR ACCESS THERETO WILL BE ACCURATE OR RELIABLE; OR (C) WILL OR COULD OPERATE WITHOUT ERROR OR INTERRUPTION OR THAT ANY AND ALL SUCH ERRORS CAN BE FOUND OR CORRECTED. THE HOST SHALL NOT BE RESPONSIBLE OR LIABLE UNDER ANY LEGAL THEORY WHATSOEVER FOR: (I) THE MEMBER COMPANY'S OR ANY AUTHORIZED USER'S ERRORS, ACTS OR OMISSIONS, INCLUDING WITHOUT LIMITATION IF SUCH FAILURE IS CAUSED BY THE INABILITY OF ANY MEMBER COMPANY'S APPLICATIONS OR EQUIPMENT TO INTEROPERATE WITH ANY PRODUCTS, SERVICES, ANCILLARY SERVICES, THIRD-PARTY SERVICES OR ASSETS OF THE HOST; (II) ANY LOSS OF DATA; (III) THE MEMBER COMPANY'S OR ANY AUTHORIZED USER'S INABILITY TO ACCESS OR INTERACT WITH ANY OTHER SERVICE PROVIDER THROUGH THE INTERNET, OTHER NETWORKS OR USERS THAT COMPRISE THE INTERNET OR THE INFORMATIONAL OR COMPUTING RESOURCES AVAILABLE THROUGH THE INTERNET; OR (IV) ANY SERVICE PROVIDED BY OTHER PROVIDERS, INCLUDING ANY THIRD-PARTY SERVICE PROVIDER.. THIS SECTION SETS FORTH THE HOST'S ENTIRE LIABILITY AND THE MEMBER COMPANY'S EXCLUSIVE REMEDIES WITH RESPECT TO ELECTRONIC COMMUNICATION PRODUCTS, SERVICES, ANCILLARY SERVICES, AND THIRD-PARTY SERVICES OR ASSETS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY: (X) UNDER ANY

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ORDER FORM OR STATEMENT OF WORK FOR ANY AMOUNT IN EXCESS OF AMOUNTS PAID UNDER SUCH ORDER FORM OR STATEMENT OF WORK, AS APPLICABLE, DURING THE SIX-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY UNDER SUCH ORDER FORM OR STATEMENT OF WORK, AS APPLICABLE; AND, (Y) FOR ANY TYPE OF INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, COST OF SUBSTITUTE GOODS, LOSS OF TECHNOLOGY OR SERVICES, LOSS OF ANY DATA OR OTHER INFORMATION, OR INTERRUPTION OR LOSS OF USE OF ANY SERVICES OR PRODUCTS OR EQUIPMENT, ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, REGARDLESS OF THE FORM OF ACTION, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, WHETHER ARISING UNDER ANY THEORY OF CONTRACT OR TORT (INCLUDING NEGLIGENCE, PRODUCTS LIABILITY, STRICT LIABILITY OR OTHERWISE), EVEN IF A PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THE HOST HAS ESTABLISHED THE FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS MEMBERSHIP AGREEMENT SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS MEMBERSHIP AGREEMENT AND WILL APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

(e)**Other Members.** The Host shall not be liable for any interference or disturbance by other Member Companies, Members, or any other third parties, including without limitation, any illnesses or diseases carried by any Members or other third parties, nor shall the Member Company be released from any of its obligations under this Agreement because of such interference or disturbance. If a dispute arises between Member Companies, Members or their invitees or guests, the Host shall have no responsibility or obligation to participate, mediate or indemnify any party.

(f)**Technology Release.** In order to make use of all of the Services offered by the Host, it may be necessary to install software onto a Member's computer, tablet, mobile device or other electronic equipment. In addition, at a Member's request, the Host or an affiliate, or its or their agent or service provider, may help troubleshoot problems a Member may have in trying to access certain Services, including printing or accessing the Internet. Regarding the foregoing, the Member Company agrees that the Host and its affiliates:

- do not offer any verbal or written warranty, either expressed or implied,

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HOUSE RULES

regarding the success of any technical support.

- are not responsible for any damage to any Member's computer, tablet, mobile device or other electronic equipment, or otherwise to any Member's system, related to such technical support or downloading and installation of any software; and
- do not assume any liability or warranty in the event that any manufacturer warranties are voided.

(g)Pets. If any Member plans on regularly bringing a pet into the Shop Space, such Member must register his or her pet with the Host. The Host may require this Member to produce proof of vaccination for such pet in a form satisfactory to the Host. All pets should remain accompanied by a Member at all times. If any of the Member Company's Members brings a pet into the Shop Space, the Member Company will be responsible for any injury or damage caused by this pet to other members or guests or to the property of the Host or any employees, members or guests. None of the Host Parties will be responsible for any injury to such pets. The Host reserves the right to restrict or discontinue any Member's right to bring a pet into the Shop Space in its sole discretion, and Members shall comply with all of the Host's rules concerning pets (which may include, without limitation, prohibition on certain types of pets). The Host's then-existing rules concerning pets shall be provided to the Member upon registration of the Member's pet with the Host, and the Member shall comply with such rules as the Host may modify them from time to time.

(h)Nature of the Agreement. This Agreement is the commercial equivalent of an agreement for accommodation in a hotel. The whole of the Shop Space at all times remains the Host's property and in the Host's possession and control. The Host is giving the Member Company the right to share with the Host the use of the Shop Space so that the Host can provide the Services to the Member Company.

(i)Relationship of the Parties. The Member Company and the Host agree that the relationship is not that of landlord-tenant or lessor-lessee, notwithstanding anything in this Agreement to the contrary, and this Agreement in no way shall be construed as to grant the Member Company or any Member any title, easement, lien, possession or related rights in the Host's business, the Shop Space or anything contained in or on the Shop Space. This Agreement creates no tenancy interest, leasehold estate, or other real property interest. The parties hereto shall each be independent contractors in the performance of their obligations under this Agreement, and this Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose. Neither party will in any way misrepresent the relationship.

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HOUSE RULES

(j)**Changes to this Agreement.** Except as otherwise provided herein, the Host may from time to time change this Agreement and will provide notice to the Member Company of these changes. The Member Company will be deemed to have accepted the new terms of the Agreement following the completion of one (1) full calendar month after the date of notice of the changes. Continued use of the Shop Space or Services beyond this time will constitute acceptance of the new terms.

(k)**Subordination.** This Agreement is subject and subordinate to the Host's lease with its landlord of the Shop Space and to any supplemental documentation and to any other agreements to which the Host's lease with such landlord is subject to or subordinate. Notwithstanding the foregoing, the Member Company and the Host agree that the relationship is not that of sublessor-sublessee or other similar relationship involving an interest in real property.

(l)**Landlord Events.** The Member Company acknowledges that the Host's landlord has the right to use areas of the building outside of the Shop Space for arts and hospitality use, which use includes from time to time hospitality and other events ("**Landlord Events**") that, due to the number of attendees, live or recorded performances or other reasons, may be disruptive to the normal office use of the Shop Space. Such Landlord Events typically are conducted after normal business hours during the work week or on weekends, but it is possible that some Landlord Events may occur during regular business hours. The Member Company accepts the Shop Space with knowledge of and subject to possible disruptions from Landlord Events.

(m)**Uncontrollable Events.** The Host will not be liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond Host's reasonable control, including, without limitation, acts of god or any delays or failure to perform caused by conditions under the control of the Host's landlord at the applicable Shop Space.

(n)**Waiver.** No waiver of any provision of this Assignment shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion.

(o)**Notices.** Any and all notices required or permitted under this Agreement will be given via email, and will be effective on the first business day after being sent. All notices will be sent via email to the email addresses specified on the Membership Details form, or to such other address as either party may provide by giving written notice to the other. The Host may send notices to either (or both) the Primary Member or the Authorized Signatory, as the Host determines in its reasonable

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discretion. Notices related to this Agreement or the business relationship between the Member Company and the Host should be sent by the Member Company's Authorized Signatory. Notices related to the physical Shop Office Space, Shop Space, Members, other Member Companies or other issues in the Shop Space should be sent by the Primary Member. In the event that the Host receives multiple notices from different individuals within the Member Company containing inconsistent instructions, the Authorized Signatory's notice will control unless the Host decides otherwise in its reasonable discretion.

(p)Assignment. The Host may assign this Agreement without the Member Company's consent. The Member Company may not transfer or otherwise assign any of the Member Company's rights or obligations under this Agreement (including by operation of law) without the Host's prior consent. Notwithstanding the foregoing, the Member Company may, without the Host's approval, assign this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the shares or assets of the Member Company or the Member Company's parent corporation.

(q)Severable Provisions. The provisions of this Assignment shall be severable and the invalidity of one provision shall not affect any others.

(r)Headings. The headings and paragraph numbers contained in this Agreement are for convenience only and shall not be deemed a part hereof for purposes of interpretation or construction of any paragraph of this Agreement.

(s) Interpretation. The use of the masculine pronoun includes the feminine and neuter genders; the use of the singular form of a pronoun includes the plural and vice versa. Where appropriate, any use of "including," "for example" or "such as" in this Agreement shall be read as being followed by "without limitation."

(t)Survival. All provisions of this Agreement reasonably expected to survive the termination or expiration of this Agreement, including, but not limited to, Sections 1, 2(b), 4 (to the extent any payments remain outstanding), 5(c), 5(e), 5(d), 6(a), 7, 8(a) through 8(e), and 9, shall do so.

(u)OFAC. The Member Company hereby represents and warrants that (i) neither the Member Company nor any of its Members will, at any time during the Term, engage in any activity under this Agreement, including the use of Services provided by the Host in connection with this Agreement, that violates applicable U.S. economic sanctions Laws or causes the Host to be in violation of such U.S. economic sanctions Laws and (ii) neither the Member Company nor any of its Members are or will be, at any time during the Term, an entity or individual listed on the Specially Designated Nationals

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and Blocked Persons List maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the Office of Foreign Assets Control pursuant to any authorizing United States Laws, including without limitation Executive Order of the President of the United States.

(v)**Entire Agreement.** This Agreement (including all then-effective addenda) is the entire agreement of the parties and supersedes any prior negotiations. This Agreement shall not be changed in any manner except by a writing executed by both parties or as otherwise permitted in this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, personal representatives, successors and assigns.

MEMBER SERVICES ADDENDUM

This Addendum is a part of a certain Membership Agreement by and between 420 Carroll Shop LLC. (the "**Host**") and _____(the "**Member**").

The Host will use commercially reasonable efforts to provide the Member (and its Members, as applicable) the services described below. These services are referred to in this Addendum as the "**Services**."

- Non-exclusive access to the Shop Space. Access shall generally be on a 24-hour, 7-day basis, although such access may be interrupted from time to time when such interruption is beyond the Host's reasonable control.
- Regular maintenance of the Shop Space as determined from time to time by the Host, provided that the Host will not be responsible for damage exceeding normal wear and tear.
- Furnishings for the Shop Space workstations and other workspace provided by the Host in the Shop Space from time to time for use of eligible members.
- Access to and use of the shared Internet connection, strictly in accordance with the terms of the Membership Agreement and the Wireless Network Terms of Service.
- Use of the printers, copiers and/or scanners made publicly available in the Shop Space in accordance with the Wireless Agreement and the page limitations

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described in the online listing.

- Unused printing pages do not carryover from month to month.
- Use of the conference rooms in the Shop Space, subject to availability and the Member's prior reservation of such conference rooms, and associated charge.
- Heat and air-conditioning in the Shop Space. Provision of this service outside of the hours of 7 a.m. to 7 p.m., normal business days Monday to Friday, may require advance arrangement with the Host.
- Use of the kitchen facilities in accordance with the Host's rules from time to time.
- Free guest access to the common areas for people meeting with the Member for up to two (2) hours per guest, not to exceed five (5) guests at any time.

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License Terms



COMPLIANCE

You agree to abide by and cause your employees, agents, guests, invitees, contractors and subcontractors ("**Invitees**") to abide by this Agreement and any applicable House Rules.



POSSESSION AND DELIVERY

The Space is accepted by the Guest in its "as-is" "where-is" condition and configuration. If, for any reason, the Host is unable to provide use of the Space at the anticipated Start Date, you agree that the Term shall be automatically postponed until possession becomes available. Host's failure to deliver possession of the Space shall not subject the Host to any liability for loss or damage, nor shall it affect the validity of the License. If the Host does not deliver possession of the Space within one week after the anticipated Start Date, the Guest shall have the right to cancel the License with no penalty and be entitled to a full refund of amounts paid.



WORKSPACE USE AND ACCESS

You agree to use the Space provided to you for general office purposes only and you may not use the Space to carry out any illegal activities or use the Space (A) in violation of law or the House Rules, or (B) for any immoral, unlawful, or objectionable purposes. Further, you shall not use or permit the usage of any illegal drug or substance in the Space or in the Building and shall not make or permit any unreasonable or unnecessary noises or odors in or

upon the Space or the Building. You shall not commit, or suffer to be committed, any waste upon the Space or any nuisance (public or private) or other act or thing of any kind or nature whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance of any other occupants in the Building.

You agree not to exceed the Maximum Occupancy of the Space.

You shall not make alterations, additions or improvements to the Space, including the installation of lighting or any phone or data lines.

You shall not generate, store, install, dispose of or otherwise handle any hazardous materials in the Space, or in or around the Building, in any manner contrary to any applicable law. You shall be liable for the costs of any removal, clean-up and/or remediation of any hazardous materials released by you or your Invitees.

You agree that the Host has the right upon 30 days' written notice, to require that you relocate to another Space in the same Building of equal or larger size and similar configuration for the remainder of the Term, provided that the Fees for such new workspace are no greater than the Fees for your current Space.

The Host or its authorized representatives may enter the Space at any time and such access rights shall not give rise to any decrease or abatement of Fees or Taxes. Unless there is an emergency, the Host will, as a matter of courtesy, try to inform you in advance when the Host needs access to the Space to carry out testing, repair or work other than routine inspection, cleaning and maintenance. Repair work shall be done solely at the discretion of Host and the failure of Host, for any reason, to furnish any maintenance or repairs shall not render Host liable to you, constitute a constructive eviction, or give rise to a refund or abatement of Fees.

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License Terms

You shall not cause or permit any lien to be placed on the Space, the Building or the land underlying the Building. Any such lien shall be discharged by you within 10 days of you becoming aware of such lien.



GOOD CARE

You must take good care of and not damage, waste or make any changes to the Space or space leased or owned by the Host of which the Space is a part (the “**Host Area**”), or the Building. You shall not alter, add, replace, remove or damage any furnishings, equipment or other personal property located in, on or around the Space, the Shared Facilities, the Host Area or the Common Areas which is not owned by you or your Invitees (“**Host Personal Property**”). At the expiration or earlier termination of this Agreement, you must deliver the space and all Host Personal Property to the Host in good condition, normal wear and tear excepted. If any damage (beyond normal wear and tear) to the Space or the Host Personal Property should occur while in your care, custody or control, you agree to pay reasonable repair/replacement costs and to notify the Host immediately upon discovery of such damage occurring, but no later than 8 hours later. You are liable for any damage caused by you or your Invitees to the Space, the Shared Facilities, the Common Areas, the Host Personal Property or the Building. **YOU DISCLAIM AND WAIVE ALL WARRANTIES WITH RESPECT TO THE HOST PERSONAL PROPERTY, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**



COMMON AREAS

If available at the Building, you may also have access to and non-exclusive use of any portions of the Building designated for common use of tenants and others (“**Common Areas**”), as, and to the extent, described in the House Rules. The Common Areas may be changed, relocated, altered, eliminated or otherwise modified at any time during the Term without the consent of, or notice to, Guest. Unless otherwise set forth in the House Rules, the right to parking is not provided under this Agreement.



SHARED FACILITIES

If available at the Building, you may also have access to and non-exclusive use of any shared conference rooms, office equipment, and kitchenettes (the “**Shared Facilities**”) located near the Space on a first-come, first-served basis as, and to the extent, described in the House Rules. The Host may make changes to the Shared Facilities from time to time during the Term including, without limitation, removal of all or portions of the Shared Facilities without your consent or notice to you.



KEYS AND SECURITY

Any keys or entry cards for the Space or the Building, which the Host lets you use, remain the Host’s property at all times. You shall not make any copies of them or allow anyone else to use them without the Host’s consent. Any loss of keys or

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License Terms

entry cards must be reported to the Host immediately, and you must pay the cost of replacement keys or cards and or changing locks, if required by the Host.

You shall not place any additional locks or bolts of any kind upon any of the doors or windows of the Space or Building nor make any changes to existing locks or the mechanisms thereof.



NAME AND ADDRESS

You may only conduct business in your name. You shall not put up any signs on the doors to the Space or Building or anywhere else, which are visible from outside the Space you are using, or the Building.



MAIL AND PACKAGES

Mail and packages may not be delivered to you at the Space or Building unless permitted by the House Rules. The postal services may be subject to additional federal, state, and local requirements.



CONDUCT

You acknowledge that the Host is and will continue to be an equal opportunity employer and that the Host prohibits any form of discrimination in employment, against any of its employees (whether by its employees, its clients, including you, or others), including, on the basis of race, color, creed,

religion, age, gender, marital status, sexual orientation, national origin, or disability, or other characteristics protected by law. In recognition of this policy, you and your officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing or abusive behavior to employees of the Host or its affiliates, other clients or invitees, verbal or physical in the Building for any reason. You further agree, upon the request of the Host, to cooperate with the Host in its efforts to enforce and maintain its equal employment opportunity, non-discrimination and anti-harassment policies. The Host may immediately terminate this Agreement without cost or penalty if Guest or any of Guest's Invitees engage in any behavior that the Host deems is contrary to such policies.



CONFIDENTIALITY

Both Host and Guest agree that during the Term and thereafter, the recipient of any non-public information of the other party that is designated as confidential or proprietary, that the receiving party knew or reasonably should have known was confidential or proprietary, or that derives independent value from not being generally known to the public ("Confidential Information"), will not at any time be disclosed to any person by such recipient or used for such recipient's own benefit or the benefit of anyone else without the prior express written consent of a corporate officer of the party that owns such Confidential Information. The parties agree that if there is a breach of this obligation by either party, the other shall have the right to request any remedy in law and/or equity including, but not limited to, appropriate injunctive relief or specific performance, as may be granted by a court of competent jurisdiction. Notwithstanding the foregoing, Guest accepts all risk to its intellectual property interests used in the Space, neither Host nor its applicable landlord shall have

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License Terms

any liability arising from, your disclosure (whether intentional or not) of any of your Confidential Information to any third parties present in or around the Space or the Shared Facilities.



NON-SOLICITATION

Neither Host nor Guest nor their respective employees and agents shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other during the Term and for 90 days following its termination or expiration without the prior written consent of the other party.

Either party may solicit or recruit generally in the media. Either party may hire, without prior written consent, the other party's employee who answers any advertisement or who voluntarily applies for hire without having been personally solicited or recruited by the hiring party.



DAMAGES AND INSURANCE

You are responsible for any damage you cause to the Space or any Host Personal Property beyond normal wear and tear. The Host has the right to inspect the condition of the Space from time to time and make any necessary repairs. You are responsible for arranging insurance for your personal property against all risks and for your liability to and for your employees and Invitees. You have the risk of damage, loss, theft or misappropriation with respect to any of your personal property and liability to and for your employees and Invitees. You agree, as a material part of the consideration to be rendered to the Host under this Agreement, to waive any right of recovery against the Host, its directors, officers, employees and its applicable landlord for any damage, loss, theft or misappropriation of your property under your control and any

liability to and for your employees and Invitees, including for injuries to you or your Invitees in or about the Space, and you agree to hold the Host exempt and harmless and defend the Host and its landlord, if applicable, from and against any damage and injury to any such person or to such property, to the extent arising from your use of the Space or from your failure to keep the premises in good condition and repair as provided in this Agreement. All property in your Space is understood to be under your control.



PAYMENT

During the Term, you shall pay the Fees, Deposit, and Taxes to the Marketplace Service on behalf of the Host.

Upon the Agreement Date, the following are due and payable by the Guest (the "**Initial Payment**"):

- the Monthly Charge for the first full calendar month of the Term or a pro-rated portion of the Monthly Charge for the first partial month of the Term (if you start your Term after the first calendar day of the month),
- the Setup Fee,
- the Deposit,
- any applicable Taxes.

For each following month of the Term, the Monthly Charge and any applicable Taxes are due and payable on the first day of the calendar month. If the Term ends before the last calendar day of the month, the pro-rated portions of the Monthly Charge and any applicable taxes for the final partial month of the Term are due and payable.

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License Terms

If applicable, the Host may also include additional 'one time' fees (the **"Incidentals"**) for services provided to Guest not included in the Monthly Charge. These services may include but not limited to meeting rooms, photocopying, faxing, catering, etc. The Incidentals will be collected in arrears on the first of every month and paid by Guest via the Marketplace Service.

If any payment due to Host is not received within 5 days of the due date, the Host may, at the Host's discretion, charge a late fee of 5% of the overdue amount or the Host may terminate this Agreement without cost or penalty to Host. All remaining Fees and Taxes for the remainder of the Term are immediately due and payable by the Guest.



CANCELLATION

All Fees and Taxes paid by Guests are non-refundable, except as expressly stated in this Agreement.

The Host may cancel this agreement without cause on at least sixty (60) days notice prior to End Date.

The Host may cancel this Agreement on at least sixty (60) days' notice if a contract has been entered into for the sale of the Building.

The Host shall not cancel this Agreement except as provided in this Agreement.

Flexible Cancellation Terms

You may cancel this Agreement within one day of the Agreement Date or at least 30 days before the Start Date and receive a full refund of the Initial Payment.

If you choose to cancel after the Agreement Date plus one day, but less than 30 days before the Start Date, 50% of the Fees and Taxes will be refunded, but you are no longer obligated to pay the remaining Fees and Taxes for the Minimum Term. The Deposit will be fully refunded, if you cancel before the Start Date.

After the Start Date, if you cancel the License before the Minimum Term, (a) no refund is available for the then-current calendar month and the next full calendar month and (b) 50% of the remaining unpaid Fees and taxes for the Minimum Term are immediately due and payable unless a default has occurred and is continuing, in which case, 100% of all remaining Fees and Taxes for the remainder of the Term are immediately due and payable by the Guest.



DEPOSIT

The Deposit will be held by Marketplace Services during the Term as security for the performance by you of all of your obligations under this Agreement. Marketplace Services may apply any portion of the Deposit to amounts owed to the Host for (A) any damage to the Host Personal Property, the Space, the Host Area, the Shared Facilities, or the Building, (B) any overdue Fees or Taxes and/or (C) amounts Host may incur for any losses or costs arising out of your default under this Agreement (including any damage or deficiency arising in connection with the relicensing of the Space), in each case solely at the discretion of the Host. If, upon the expiration or earlier termination of this Agreement, you have fully complied with all terms of this Agreement and the House Rules, remitted all amounts due and payable, and surrendered the Space and all keys, access cards, building passes and all other property provided to you by the Host (including the Host Personal Property), the Deposit shall be returned to you within 60 days after the expiration or earlier termination of the Term, less any

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amounts applied as described above. Marketplace Services shall not be required to maintain the Deposit in a separate account. No interest will be paid on the Deposit except as may be required by law. If any portion of the Deposit is so used or applied by Marketplace Services during the Term, then within 5 days after Host or Marketplace Services gives written notice to you, you shall deposit with Marketplace Services cash in an amount sufficient to restore the Deposit to the original amount. Failure to do so will constitute a default under this Agreement.



RENEWAL

If an End Date is specified, the License will terminate on the End Date with no automatic renewal.

If no End Date is specified, Licenses shall automatically renew after the Minimum Term for additional one-month periods unless you give the Host or the Marketplace Service at least 30 days' notice prior to the end of then current Term.

If the Host opts to to change the Monthly Charge upon renewal, the Host will provide at least 60 days notice. There will be no additional Setup Fee for Licenses that renew.

If the Host opts to renew the License, the Host will provide at least 60 days notice.



DEFAULT

You shall be considered in default of this License if (A) you fail to pay when due all or any portion of the Fees or Taxes, if the failure continues for 5 days after notice to you, which notice

shall be in satisfaction of and not in addition to any notice required by law (B) you fail to comply with any term of this Agreement, if the failure is not cured within 10 days after notice to you, or (C) you attempt to sublicense, assign or otherwise transfer any interest in this Agreement without Host's prior written consent. Upon any default, the Host shall have the right without notice to terminate this Agreement, in which case you shall immediately surrender the Space and the Host Personal Property to the Host. If you fail to surrender the Space and/or the Host Personal Property, the Host may, in compliance with applicable law and without prejudice to any other right or remedy, enter upon and take possession of the Space and the Host Personal Property and you shall be liable for all past due Fees and Taxes, all Fees and Taxes due for the remainder of the Term, all costs incurred by Host to retake possession of the Space and Host's Personal Property, and other losses and damages which Host may suffer as a result of Guest's default. In addition to the right to terminate this Agreement and collect damages, Host shall have the right to pursue any other remedy now or hereafter available at law or in equity.



INDEMNITY

Except to the extent caused by the negligence or willful misconduct of the indemnified party or such party's officers, directors, employees, representatives, contractors and agents, you agree to indemnify, defend and hold the Host, its landlord, if applicable, and any mortgagee harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with your and your Invitees' use of a Space, Common Areas or Shared Facilities, or any violation of applicable law, this Agreement or House Rules. Nothing contained in this Agreement shall be construed to create privity of estate or of contract between you and Host's landlord, if applicable.

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DISCLAIMER

EXCEPT AS PROVIDED HEREIN AND IN ANY HOUSE RULES, THE HOST IS PROVIDING ITS SPACE TO THE GUEST "AS IS," AND HOST DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SPACE, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. HOST CANNOT AND DOES NOT GUARANTEE AND DOES NOT PROMISE TO GUEST, ANY SPECIFIC RESULTS FROM USE OF THE SPACE. HOST DOES NOT REPRESENT OR WARRANT THAT THE SPACE WILL MEET YOUR REQUIREMENTS; THAT THE SPACE MEETS APPLICABLE LEGAL STANDARDS OR IS SAFE AND SUITABLE FOR YOUR INTENDED USE.



LIABILITY

IN NO EVENT WILL HOST OR ITS LANDLORD OR THEIR RESPECTIVE DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES OR SUPPLIERS BE LIABLE TO GUEST, OR ANY PARTY CLAIMING THROUGH GUEST FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, ARISING FROM THE GUEST'S USE OF THE SPACE, ANY CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE MARKETPLACE SERVICE, OR GUEST'S USE OF THE SPACE, EVEN IF THE HOST IS AWARE OR HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HOST'S LIABILITY TO GUEST OR ANY PARTY CLAIMING THROUGH GUEST, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID FOR THE SPACE, IN THE 12 MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

YOU UNDERSTAND AND AGREE THAT MARKETPLACE SERVICE IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN GUEST AND HOST, NOR IS MARKETPLACE SERVICE A REAL ESTATE BROKER, AGENT OR INSURER IN CONNECTION WITH THIS AGREEMENT. THE PARTIES SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS MARKETPLACE SERVICE FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, DEMAND, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR IN CONNECTION WITH ANY USE OF THE SPACE, OR ANY VIOLATION OF APPLICABLE LAW, THIS AGREEMENT OR HOUSE RULES.



SUSPENSION OF SERVICES

The Host may by notice suspend the provision of services (including access to the Space) for reasons of political unrest, strikes, terrorism, Acts of God or other events beyond the Host's or the Host's landlord's reasonable control.

This Agreement shall automatically terminate if the Space is rendered unusable as a result of a fire, other casualty or a condemnation. As between Host

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License Terms

and Guest, all proceeds of any condemnation award shall belong to Host and all insurance proceeds of Host shall be retained by and belong to Host. The Host may also suspend the provision of services (including access to the Space) in the event the Space or the Building is being renovated or repaired, in which event you will be relocated to another space within the building, or if necessary, to another building, all at the Host's reasonable cost.



SUBLICENSING

You may not sublicense, assign, transfer any interest in this Agreement or allow any third party to use any portion of the Space, the Shared Facilities or the Common Areas without Host's prior consent. Any such sublicense shall be on the same form as this Agreement and shall be consummated through the Marketplace Service.



NO LEASE

YOU ACKNOWLEDGE THAT THIS AGREEMENT IS NOT A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY. IT IS A CONTRACTUAL ARRANGEMENT THAT CREATES A REVOCABLE LICENSE. The parties do not intend to create a lease or any other interest in real property for the benefit of Guest through this Agreement. The Host retains legal possession and control of the Space assigned to Guest. The Host's obligation to provide space and services to Guest is subject, in all respects, to the terms of the Host's lease

with the Host's landlord, if applicable. This Agreement and the License granted hereunder shall terminate simultaneously with the termination of the Host's master lease or the termination of the operation of the Host Area for any reason at no cost or penalty to Host. You do not have any rights under the Host's lease with its landlord, if applicable. When this Agreement expires or is earlier terminated, your License to occupy the Space shall automatically be revoked. You agree to remove your personal property and leave the Space as of the date of such expiration or termination. The Host is not responsible for your personal property left in the Space after expiration or termination. If you fail to remove your personal property, at the Host's option, such personal property shall (A) be deemed conveyed to the Host and shall become the property of the Host, or (B) be removed from the Space by the Host at the Guest's expense.



NO BROKER

Unless documented in the House Rules, you represent that you have dealt with no broker in connection with this Agreement. You agree to indemnify, defend and hold the Host harmless from any claims of any brokers claiming to have represented you in connection with this Agreement.



SUBORDINATION

This Agreement and any applicable House Rules are subordinate to any underlying lease, mortgage, deed of trust, ground lease or other lien now or subsequently

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arising upon the Space or the Building and to renewals, modifications, refinancings and extensions thereof including the Host's lease with the Host's landlord and to any other agreements to which the Host's lease is subordinate.



HOLDING OVER

For each and every month or portion thereof that you continue to use or occupy the Space after the expiration or earlier termination of this Agreement, you shall pay Host an amount equal to the greater of (A) \$2,500 and (B) two times the Monthly Charge. Your payment of such amounts shall not be construed to extend the Term or prevent Host from immediate recovery of possession of the Space by summary proceedings or otherwise. This Section shall survive the expiration or sooner termination of this Agreement. The acceptance of any Fees after the expiration or earlier termination of this Agreement shall not preclude Host from commencing and prosecuting a holdover or summary eviction proceeding. Host and Guest hereby further agree that any statutory right to hold over beyond the expiration date or sooner termination of this Agreement is hereby waived to the fullest extent permitted by law.



MISCELLANEOUS

All demands, approvals, consents and notices shall be sent by certified mail or electronic mail at the address specified for each party under the Section entitled "Definitions". This Agreement shall be interpreted and enforced in accordance with the laws of the state or commonwealth in which the Building is located. If either party institutes a suit against the other for violation of or to enforce this Agreement, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees. Host and Guest hereby waive any right to trial by jury in any proceeding based upon a breach of this Agreement to the fullest extent permitted by applicable law. This Agreement may not be modified, amended or terminated, and Guest's obligations hereunder shall in no way be discharged, except as expressly provided in this Agreement or by written instrument executed by the parties. If any term, covenant or condition of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term, covenant or condition shall not be affected. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. Neither Host nor Guest shall have the right to record this License or any memorandum thereof.