

DASH License® Monthly Use

1

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 Private Office at Flywheel

1. THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL MEMBERSHIPS:

- A) Memberships are on a first come, first served basis.
- B) All activity inside Flywheel should be of a legal business nature only. Any non-business use is reason for immediate membership revocation.
- C) Members are not allowed to make retail sales from the Flywheel facility, nor are members allowed to operate any manufacturing equipment of any kind inside Flywheel.
- D) All members must comply with all legal requirements to obtain applicable municipal and/or state/county business licenses and any required professional licenses. Members must provide copies of such licenses to representatives of Flywheel upon request.

2. DESCRIPTION OF SERVICES: Flywheel may provide you with access to office space, work stations, Internet access, office equipment, conference space, knowledge resources, and other services that may be offered from time to time (collectively, "Services"). The Services at all times are subject to the Terms and Conditions.

3. 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 these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Flywheel server, or the network(s) connected to any Flywheel 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 Flywheel 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.

4. AUTHORIZATION: You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this agreement and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement, or other instrument or obligation to which you are a party.

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HOUSE RULES

5. INTERNET POLICY: Wireless access to the Internet is provided during your membership. 1 Hardwired data port is included in private offices only. Service interruptions, if they occur, will be handled as promptly as possible. Flywheel is not

responsible for any data, business or other losses as a result of such interruptions. You are responsible to protect your own computer and data from electrical surges, theft, virus or other malicious attack. Flywheel is not responsible for any security breach of your computer or your data. Unless otherwise set forth by Flywheel in writing, you are receiving a single user account solely for your use of the Services through one unit per login session. You agree not to resell any aspect of the Service, whether for profit or otherwise, share your IP address or ISP Internet connection with anyone, or to authorize any other individual or entity to use the Service. You agree that sharing the Service with another party breaches these Terms and Conditions and may constitute fraud or theft, for which Flywheel reserves all rights and remedies. You have no proprietary ownership rights to a specific IP or other address, log-in name, or password that you use on our network. Flywheel may change your address, log-in name, or password at any time. Flywheel will assign you an IP address each time you access the Service and it will vary. You may not assign your address, log-in name, or password to any other person.

6. USE OF SERVICES: You agree that when participating in or using the Services, you will NOT:

A) Use the Services in connection with contest, pyramid schemes, chain letters, junk email, spamming or any duplication or unsolicited message (commercial or otherwise);

B) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

C) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Flywheel Services.

D) 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;

E) 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;

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HOUSE RULES

F) 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 another's computer or property of another;

G) Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;

H) Restrict or inhibit any other user from using and enjoying the Services;

I) Violate any code of conduct or other guidelines which may be applicable for any particular Service (including rules for 500 West Fifth St, Flow Motors or Grubbs Properties)

J) Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;

K) Violate any applicable laws or regulations; and

L) Create a false identity for the purpose of misleading others.

7. 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 Flywheel does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

8. MONTHLY MEMBERSHIPS: Monthly memberships are paid a month in advance. Payment constitutes membership renewal. All payments are non-refundable. Failure to timely pay the membership fee will result in fees and/or immediate termination of Member's membership and termination of access to the facility.

9. CANCELLATION: Monthly memberships will automatically be renewed until such time as the member gives written notification to the Community Manager of their intent to cancel by the 15th day of their final month. Private office plan memberships must give a 30-day cancellation notice to avoid being charged for the next month.

10. DAILY PASS: Payment for daily fee is required at the time of entry. Daily fees may not be prorated or refunded. Balances on printing/copying/supplies etc. are due upon checkout at the end of the rental period. Daily Pass members must checkout by 5:00 p.m. each day.

11. RECIPROCITY: Your Flywheel membership is for your designated home location and includes reciprocal use of any other Flywheel location. Other Flywheel locations may be used for up to three days per month of available open plan seats at no charge.

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Thereafter, day pass rates will apply.

12. REPRESENTATIONS AND WARRANTIES: By signing the Flywheel Membership Application and Agreement, Member agrees to the following:

- A) To use the coworking space to conduct only legal business activities.
- B) To be mindful and courteous to fellow members of Flywheel and to abide by the Community Protocols.
- C) To be responsible for any damage to the Premises, equipment and contents (i.e. furniture) of any Flywheel facility caused by Member or Member's guests. Any damage must be reported to a Flywheel representative immediately.
- D) To leave the space in proper order, with all paper, cups, trash, etc. disposed of in trash or recycling receptacles.
- E) To immediately report any conflicts that arise between Member and other members of Flywheel to a Flywheel representative.
- F) To provide and submit to Flywheel such information regarding Member's business as may be reasonably requested from time to time, including, but not limited to certain standard recurring reports requested of members of Flywheel.

13. SMOKING: Smoking is not permitted in the Flywheel facility. Member may ask at Reception Desk for directions to a designated smoking area.

14. COLLABORATION: Co-working provides a means for independent business operators to share information and collaborate on projects. This type of sharing and collaboration among members is highly recommended and encouraged.

15. INDEMNIFICATION:

15.1 Member agrees that Flywheel is in no way responsible for any personal injuries, property damage, lost or stolen items, or other liabilities that may be incurred during Member's use of the facility. Thus, Member agrees to release, indemnify and hold Flywheel and its affiliated organizations harmless of any such claims, damages, losses, or expenses and releases them from any liability whatsoever related to Member's use of Flywheel. Additional indemnification terms are found in the Supplemental Terms and Conditions.

15.2 Member hereby agrees to defend, indemnify, and hold Flywheel and its affiliated organizations harmless from and against any damages, loss, claim, suit and expense, including attorney fees and legal expenses, occasioned by or arising out of any claim

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for death, damage, or otherwise, which results from Member's use of Flywheel, and defect or alleged defect in the Flywheel facility, or the fault or negligence of Flywheel. Additional indemnification terms are found in the Supplemental Terms and Conditions.

15.3 Furthermore, Member hereby agrees to defend, indemnify and hold Flywheel and its affiliated organizations harmless from and against any damages, loss, claim, suit, and expense, including attorney fees and legal expenses, resulting from any act or omission of Member or its guests while on or near the Flywheel facility. Additional indemnification terms are found in the Supplemental Terms and Conditions.

16. CONFERENCE ROOMS: Members whose membership provides for conference room time must schedule the use of a conference room through Flywheel's online reservation system. Other members may schedule use of the conference rooms for an additional fee. Only business- related activities are permitted in the conference room at all times. Unused monthly allowance of conference space cannot be accrued or transferred. Conference rooms must be reserved in advance. "No-Shows" will be charged for the full time the room was reserved. Reservations can be cancelled up to 4 hours in advance without incurring "no-show" charges.

17. SECURITY: Flywheel is not responsible for the security of any member or its guests. Member acknowledges its own responsibility for its security at all times while in or near the Flywheel facility.

18. BUILDING ENTRY: Community members are able to enter the building between 8:30 am and 5:30 p.m. Monday through Friday through the front entrance, except for standard holidays and special occasions. Members whose membership provides for after-hours entry will be assigned card access to enter the building seven days a week, hours as designated in the Supplemental Terms and Conditions. Members with access cards agree to keep those cards secured and confidential at all times and refrain from sharing them with any other party whatsoever. Any member who does so will be subject to immediate termination of membership. Non-members can enter the building during staff hours only, 9 am – 5 pm, unless they are the guest of a member and the member is present.

19. PRINT/COPY/FAX MACHINE: Use of the print/copy/scan machine in Flywheel is available to all space users both member and non-member. Members receive a

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predetermined number of free black and white and color copies per month after which members submit self-payment online. Non-members submit self-payment online. Prices for prints/copies/scans will be posted in the copy center. Unused monthly allowance of prints/copies cannot be accrued or transferred.

20. POSTAGE: Members can purchase First Class/Forever stamps at the Reception Desk, keeping in mind that a limited supply is kept on hand. For large quantities, or denominations other than First Class postage, Flywheel recommends visiting the downtown location of the US Post Office. Stamps can also be ordered online at www.usps.com, expect 2-4 days for delivery.

21. SHIPPING: Flywheel encourages members to purchase postage for shipping online with Click-n-Ship at www.usps.com. The US Postal Service offers many options for delivery, including Priority Express Overnight, and offers a discount for parcel postage purchased online. Payment can be made with credit/debit card or PayPal. Bar-coded labels with address and postage can then be printed for you to affix to your package. Some USPS flat rate boxes are available at Flywheel; see the Concierge or check the Copy Center.

22. RECEPTION SERVICES: If a call is received for a member at the Reception Desk, a message will be forwarded to the member by e-mail. Members are required to meet their guests at the main lobby entrance or Flywheel entrance during business hours to provide access to the building and direct them to the correct meeting space. Members are asked to notify the Reception Desk when they are expecting special guests so they can be directed according to the member's wishes. It is preferable that members direct their guests how to make their way to their private office and to call the member directly. The Flywheel Community Manager should not be utilized as a personal assistant.

23. MOBILE DEVICE USE: In the interest of maintaining a peaceful, productive environment, Flywheel requires that all members, guests, and Members turn their phones, tablets, laptops and other such mobile devices to vibrate while on the premises. We ask that you use a Phone Booth for calls longer than 3 minutes.

24. PHONE BOOTHS: Phone Booths are set aside for private telephone conversations. These rooms may not be reserved, and members must be respectful of other members who may also need to use the space by keeping their use to the minimum time necessary. It is expected that members will use their own mobile devices for these calls.

25. SECURE WI-FI: Internet access for members is available by WI-FI throughout Flywheel. Access codes will be provided to eligible members. Members who utilize

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such access in an inappropriate way may have access revoked. Guests of members are asked to use the Guest network.

26. **INSURANCE:** Flywheel carries Liability and Business Personal Property insurance. Flywheel's insurance does not extend any coverage to Flywheel members. Flywheel members are not required, but it is strongly suggested that they carry an insurance policy to cover their own equipment and personal property when using our space. Consult with the carrier of your homeowner's or business insurance to verify coverage.

27. **MAIL:** Member may use the mailing address provided on the attached Supplemental Terms & Conditions for all business-related correspondence needs.

28. **TEMPERATURE:** The temperature is preset so please do not attempt to adjust it. Attempting to do so is a specific violation of this Agreement that may result in immediate termination of membership. If adjustment is required, notify the Concierge Desk for assistance.

29. **SIGNS:** Space is provided on the Member Wall for each member to display their business identity. Other than this provision, Member shall not display any sign on the exterior or interior of the premises without the prior written permission of Flywheel.

30. **TERMINATION:** Flywheel may terminate any membership at any time for any reason, provided reasonable notice of such termination is provided to the member. Provided, however that to the extent these Terms and Conditions provide for immediate termination of membership, no additional notice must be provided to the member whose membership is terminated. and Member agrees to promptly remove any of Member's property from the facility upon notice of cancellation of membership.

31. **WARRANTY:** Member specifically recognizes and acknowledges that any business venture to be undertaken by Member depends upon the ability of Member as an independent businessperson, as well as other factors, such as market and economic conditions, beyond the control of Flywheel and Member. Member acknowledges success or failure of Member's business enterprise will be dependent upon the business acumen and diligence of Member. Member specifically recognizes and stipulates that success or failure of Member's business will not depend on the performance of Flywheel or its affiliates under these Terms and Conditions, and Flywheel makes no representation or warranty whatsoever as to the success of Member's business.

32. **INTELLECTUAL PROPERTY:** Member may not, without the prior written consent of the named entity, use any of the following names in any advertising, brochures, or

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promotional materials: Flywheel, Wildfire, Workplace Strategies, Inc., Flow 500 West Fifth, LLC. Flywheel may not, without written consent of Member use Member's name in any advertising, brochures, or promotional materials.

33. FACILITIES:

A) Members may not place anything, or allow anything to be placed, in the common areas, in any office or meeting space, or near the glass or any window, door, partition or wall which may in Flywheel's judgment, appear unsightly from the common areas or from the outside of any building in which the Premises are situated ("Building"). For purposes of this Agreement, Premises shall mean either, individually or collectively, the premises located at Winston-Salem, NC or at Davidson, NC.

B) The sidewalks, halls, passages, exits, entrances, elevators, and stairways shall not be obstructed or used for any purposes other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, and stairways are not for the use of the general public and Flywheel shall, in all cases, retain the right to control and prevent access thereto by all persons whose presence in the judgment of Flywheel, reasonably exercised, shall be prejudicial to the safety, character, reputation and interests of the Building.

C) Members shall not cause any unnecessary janitorial labor or services by reason of their carelessness or indifference in the preservation of good order and cleanliness.

D) Members shall not bring upon, use or keep in the Premises or the Building, any kerosene, gasoline, or flammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Flywheel.

E) Flywheel shall have sole power to direct electricians as to where and how telephone and other wires are to be introduced. No boring or cutting of wires is to be allowed without the consent of Flywheel. The locations of telephones and other office equipment affixed to the premises are determined by Flywheel at its sole discretion.

F) You shall not install linoleum, tile, carpet or other floor covering so that the same shall be affixed to the floor of the Premises except as approved by Flywheel.

G) You shall cause all doors to the Premises to be closed and securely locked before leaving the Building.

H) Except for Flywheel's gross negligence, members assume full responsibility for protecting the Premises from theft, pilferage, and robbery, which includes keeping doors locked and other means of entry to the Premises closed and secured.

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I) Members shall not bring furniture, equipment, machinery or appliances onto the premises without prior written approval by Flywheel.

J) Members shall not change locks or install locks on doors or cabinets without prior written approval by Flywheel.

K) Members shall give prompt notice to Flywheel of any accidents to or defects in plumbing, electrical fixtures, or heating apparatus reasonably known to you so the same may be attended to properly.

L) Members shall not install, maintain or otherwise locate at Flywheel any computer server of any kind, whether hardware or software without Flywheel's permission.

M) Any violation of the above stated regulations regarding facilities may result in immediate termination of membership.

N) Member shall not make any alterations, additions, improvements, painting, placing or erecting any signs in, on, or near the coworking space or changes to the coworking space without the prior written consent of Flywheel. If Flywheel provides such written consent, Member agrees to absorb any cost of repairing or replacing any damaged items resulting from the gross negligence or willful misconduct in connection with work performed in the stated written consent, including, but not limited to walls, painting, furniture, baseboards, carpet.

O) Any and all damage to the coworking space or its furniture, fixtures, equipment, structured cabling, or AV systems, other than ordinary wear and tear and damage by fire or other insured casualty, caused by or resulting solely from Members', and/or its guests' negligence and/or willful misconduct shall be promptly repaired, restored, or replaced by Flywheel and such costs associated in connection with the repair, restoration or replacement shall be borne by the Member and reimbursable to Flywheel.

P) Member shall repair any damage to the coworking space caused by removal of Member's personal property and shall restore the coworking space to its original condition as provided as provided to Member by Flywheel.

Q) Flywheel may host events that include the sale or service of alcohol. Without limiting the foregoing, neither Flywheel nor any of its Members shall serve or permit service of alcohol to anyone under the age of 21.

34. PARKING: Flywheel members are not required, but it is strongly suggested that they carry an insurance policy to cover their own motor vehicle, equipment and personal property when using our space. Consult with the carrier of your automobile,

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personal liability, homeowner's or business insurance to verify coverage.

35. MISCELLANEOUS: These Terms and Conditions shall be construed in their entirety according to their plain meaning and shall not be construed against the party who provided or drafted them. All of the terms, provisions, and conditions shall be deemed to be severable in nature. If for any reason any provision of these Terms and Conditions is held to be invalid or unenforceable to any extent, then, to the extent that such provision is valid and enforceable, a court of competent jurisdiction shall construe and interpret these Terms and Conditions to provide for maximum validity and enforceability of such provision, and such ruling shall not affect the validity and enforceability of the remaining Terms and Conditions. In the event of any default by Member as to any duty, warranty, or undertaking owed to Flywheel, which default results in efforts by the non-defaulting party to remedy same (whether a lawsuit is filed or not), Member shall pay, in addition to such other sums as may be due under these Terms and Conditions, all costs and expenses, of such efforts, including, but not limited to, reasonable attorney's fees. No right or remedy conferred upon or reserved to a party in these Terms and Conditions or any document or instrument delivered in accordance with these Terms and Conditions is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given under these Terms and Conditions or any document or instrument delivered in accordance with these Terms and Conditions or now or hereafter existing at law or in equity or otherwise. The assertion or exercise of any other right or remedy under these Terms and Conditions or otherwise shall not prevent the concurrent assertion or exercise of any other available right or remedy. The laws of the State of North Carolina shall govern the validity of these Terms and Conditions, the construction of these Terms and Conditions, the interpretation of the rights and duties of the parties, the enforcement of these Terms and Conditions, and all other matters relating to these Terms and Conditions. The representations, warranties, and covenants made pursuant to and contained in these Terms and Conditions shall survive the execution and delivery of these Terms and Conditions and the consummation of the transactions contemplated in these Terms and conditions. Any obligation of a party that contemplates performance of such obligation after termination or expiration of these Terms and Conditions shall be deemed to survive such termination or expiration.

36. HOST LOCATION SUPPLEMENTAL TERMS AND CONDITIONS: In addition to the terms and conditions set forth herein, all applicants for membership shall be subject to the additional terms contained in the host location's Supplement to the Membership Agreement, a copy of which is attached hereto, and such Supplement shall be deemed to be incorporated to, and a part of, this Membership Agreement Terms and Conditions.

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37. USE OF LOCATIONS: Acceptance of this Membership Application by Flywheel will grant the Member access to the specific location identified on the HOST LOCATION SUPPLEMENTAL TERMS AND CONDITIONS. Reciprocal use of other locations shall be as described above and governed by that location's SUPPLEMENTAL TERMS AND CONDITIONS.

CASUALTY: Member shall use every reasonable precaution against fire damaging the coworking space. In the event of fire or other casualty, Flywheel shall, in its sole discretion, decide whether to repair or reconstruct the coworking space. If Flywheel determines to reconstruct the coworking space, the Member shall be entitled to use all other Flywheel locations until reconstruction of the damaged co-working space is complete. If Flywheel decides not to repair or reconstruct, then the term of this Agreement shall cease, this Agreement shall terminate, and the Parties shall make a final accounting and payment of outstanding fees and membership reimbursements.

House Rules for Flywheel Coworking

Supplement to Membership Agreement Terms and Conditions:

WINSTON-SALEM LOCATION

500 W 5th St.

Winston-Salem, NC 27101

The Flywheel Membership grants access to Flywheel Winston-Salem Location ("Premises"). The membership and the right to use the designated Flywheel area and common areas at the Premises is subject to the Membership Agreement Terms and Conditions, this Terms and Condition Supplement, the rules and regulations promulgated by Flywheel and any other additional terms and conditions as Flywheel or Flow 500 West Fifth, LLC (Landlord) may deem necessary.

1. The access cards at 500 West 5th St will grant entry to the coworking space 24 hours per day, seven days a week

2. Members shall have the nonexclusive right to use the parking deck at 4th and Poplar St; availability is not guaranteed. Invited guests of members shall have the non-exclusive right to use the guest lot adjacent to 500 W 5th St on the corner of 5th St and Poplar. Vehicles should not be parked in spaces marked reserved and should not be left in the parking garage or lot for long-term parking. Member understands and agrees that Flywheel and/or Landlord, may at any point during the term of this Agreement implement parking policies that would affect Member's and its invited guests' ability to use the parking lot, including, but not limited to, a parking

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permit program.

3. Member assumes full responsibility for the acts of its members and guests using Flywheel facilities and agrees to reimburse Flywheel and/or Landlord for any and all damages to facilities, equipment, or furniture, charges for false fire alarms, charges for lost access cards, and fines for violation of Flywheel and/or Landlord regulations.

4. Neither Flywheel nor Landlord shall accept responsibility for theft or other loss of money, valuables, or personal effects of Members or their respective guests.

5. Flywheel and Landlord reserve the right to revoke building and membership privileges including use or occupancy of any of its spaces, of any occupant whose conduct, in Flywheel and/or Landlord's opinion, becomes injurious or potentially injurious to the Flywheel and/or Landlord community.

6. To the maximum extent possible permitted by applicable law, neither Flywheel nor Landlord are liable to Member in respect of any loss or damage Member suffers in connection with its membership agreement, with the services provided, or with Member's accommodations unless Flywheel and/or Landlord has acted with gross negligence in causing that loss or damage. In no event will Flywheel or Landlord be liable for any loss or damage until the Member provides Flywheel written notice and gives Flywheel a reasonable time to cure. In no event will Flywheel and/or Landlord be liable for any loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims, or any consequential loss unless Flywheel and/or Landlord otherwise agrees in writing.

7. Member shall agree to release, indemnify, and hold Flywheel and/or Landlord and its trustees, employees, students, and agents harmless from any claims, damages, losses, or

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expenses related to personal injuries, property damage, lost or stolen items, or other liabilities that may be incurred during Member's use of the coworking space.

8. Member shall agree to defend, indemnify, and hold Flywheel and/or Landlord and its trustees, employees, students, and agents harmless from and against any damages, loss, claim, suit, and expense, including attorneys' fees and legal expenses, occasioned by or arising out of any claim for death, damage, or otherwise, which results from any act of omission of Member or Member's guest while on or near the coworking space, Member's use of the coworking space, any defect or alleged defect in the Flywheel and/or Landlord or the fault or negligence of Flywheel and/or Landlord.

9. Member may not, without the prior written consent of the named entity, use any of the following names in any advertising, brochures, or promotional materials: Flywheel, Wildfire, Workplace Strategies, Inc., Flow 500 West Fifth, LLC.

10. Member is responsible for arranging insurance for its own property which it brings into the Coworking Space and for its own liability to its employees and to third parties, and it is strongly recommended that Member put such insurance in place.

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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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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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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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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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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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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.