

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.

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HOUSE RULES

House Rules for Open Desk 1

INNOCOSPACE OFFICE HOUSE RULES

May 2019

These are our House Rules which may change from time to time and which apply between us and you (defined in the House Rules as “you”) in relation to Innospace.

Use of the Innospace business center

1. Entrances and Exits: For security, exit doors, corridor doors or any doors linking corridors shall not be left open in the course of or after business hours; and in the event you act otherwise, the risk will be squarely on you. You shall not obstruct all elevators, stairways, corridors and halls or even use them for any other reason except entry and exit. The public areas can only be used with our consent on condition that the same area is well maintained in terms of hygiene at all material times.
2. Name and Address: Upon request we are able to add your name in the Innospace business center house directory on our Websites and our physical directory if available. Note that this will be done at your cost. Our name is not to be used for any purpose relating to your business. In matters to do with service-of-process, Innospace business center cannot be used as the registered address.
3. Employees and Guests: Your guests and employees shall carry out their activities with professionalism at all material times; this includes wearing appropriate business attire during and after their activities; the level of noise will be maintained at a reasonable level so as not to disrupt other users of the business center; and you will follow our instructions on the use of security, keys, parking and other common things shared by occupants. Overnight accommodation is not allowed and is not offered anywhere in the Innospace business center. If guests wish to use the common area, either guest or the member must purchase a day pass.

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HOUSE RULES

4. Equipment: You may not, without seeking written permission, operate or store in the Innospace business center, any computer (other than a personal computer) or any other large business machine, reproduction equipment, heating equipment, stove, radio, stereo equipment or other mechanical amplification equipment, vending or coin operated machine, refrigerator, boiler or coffee equipment. Furthermore, you need not carry out a mechanical business in the premises, carry out cooking activities or apply or utilize in the location where Innospace business center is, oil burning fluids, gasoline, kerosene for heating, warming or lighting. Hazardous articles will not be brought into the Innospace business center since they can cause fire or explode. No offensive gases, odours or liquids will be allowed. Any weapon hidden or not shall not be allowed in the premises. The Innospace business center is intended to be used solely for office use.
5. Electrical: The electrical current can be used for powering personal computers, ordinary lighting and small appliances obtained from Innospace business center. In the event there is need for special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be carried out at your cost but done by our designated personnel.
6. Common Areas: You may not conduct business in the hallways or reception area without our prior written consent.
7. Shared Space: You shall not use the co-working shared space for meetings or free guests. Day offices or meeting rooms should be used to accommodate these needs.
8. Animals: Apart from service animals stipulated under the Americans with Disabilities Act (ADA) no other animal shall be brought into the Building. Animals trained to carry out specific tasks or jobs are referred to as Service animals. In the event that there is an animal that is not categorized above and the owner takes not responsibility, we may ask the owner of the animal to be removed from the premises.
9. Membership: The Membership which is complimentary may be used in any of our future locations that are not in the home center where the virtual/office is stationed. The use of our Business Lounges will be under strict adherence to the terms and conditions which are properly stationed on our website.
10. Manufacturing and Storage: The Innospace business center shall not be used for storage or manufacturing of merchandise other than general office purpose storage. The manufacture, sale, gift or use of liquor, narcotics or tobacco in whatever form shall not be allowed in the Innospace business center.
11. Phone Number: We currently don't offer phone numbers to members. In the future, if we are to offer phone numbers you, you are in agreement that the phone number (s) issued to you is only for the stipulated term of this agreement. You have no vested or contractual interests in the current

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HOUSE RULES

telephone service or number offered by us since they are our property. In the event you decide to list the phone number in the directory assistance or local 411, with your authorization we will carry out the listing on your behalf as long as you undertake to pay the fees for such listing. You undertake not to use any white or yellow pages to list the phone number.

- a. Our phone system cannot be used to port phone numbers by you or your agents. In order to keep on enjoying the services of your current phone number with our phone service, you are in agreement to forward your phone number to a number assigned and owned by us.
12. Locks: Any extra bolts or locks shall not be allowed on the doors or windows of the Innospace business center by the person acquiring office space and no changes shall be made to the current locks or mechanisms thereof.
13. Soliciting: Only center approved channels such as notice boards and networking events may be used to solicit for members for business.
14. Member's Property: Innospace business center shall not be held liable for any damage, theft or misappropriation of property belonging to you, your employees, agents or invitees. All property belonging to you or any of your employees, agents or invitees shall be at the risk of such person only.
15. Smoking: Smoking of any type i.e. nicotine or electronic or any other form, shall be prohibited in all public areas, including conference and training rooms. No smoking shall be permitted at any time in any area of the Innospace business center (including open or closed offices).
16. Harassment: Innospace business center does not prohibit any form of harassment, abusive behavior or discrimination done either verbally or physically by your officers, directors, employees, shareholders, partners, agents, representatives, contractors, members, or invitees. Failure to obey this rule amounts to serious breach of your agreement (cannot be remedied) which might lead to immediate termination of this agreement and further suspension of services until further notice.
17. Free relocation: Relocation to our other future centers within our networks will be done free of charge as long as the desired location is available. We reserve the discretion to deal with any alteration to terms of the deal, such as the office type, price and terms. Note that the costs for moving will be at your cost and there is no reimbursement from us.
18. Health and Safety: You, your employees and visitors are required to comply with all health and safety requirements and other laws provided by the center so as to ensure that all users enjoy a safe and secure working environment.

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HOUSE RULES

Accommodation(s)

1. Upon Move-In: Once you take up space in the Center, it is mandatory that you fill and sign an inventory of the various equipment, furniture and all accommodation that you are allowed to use, together with the current status of the property and information about the keys or entry cards given to you.
2. Keys and Security: Every person who will be using the private office must be registered with Innospace. Private office keys will be provided to registered members of that office. Any entry cards and keys issued to you and your associates are the property of Innospace business center at all material times. This means that you and your associates are prohibited from making any copies of the entry cards and /or keys or permit another person to use the items without our permission. In the event there is a loss of the said items, a report should be made immediately to management and you are required to pay a fee for replacement of the entry cards or keys that have been lost. In the event a user is allowed to use Innospace business center past the designated working hours, it is their duty to ensure all doors are locked at the time they are leaving the premises. Innospace also have security cameras monitoring the common area of the premise. The purpose of these cameras is for safety of all members. Innospace will review the footage of security cameras if there are onsite security incidents. The drive behind this rule is to enhance the security of Innospace business center.
3. Signage: Written permission from the local Innospace business center team may be required in order for you to place any signs on the doors of your accommodation or at any other location that can be seen from outside. Innospace business center reserves the ultimate right to charge a fee for any signage and to give strict description of its design so as to ascertain it stays in line with the Center's design.
4. Our Property: By signing the agreement you accept to treat all the equipments, fittings and furnishings being used at Innospace business center with care. This means you must not change any part of it.
5. Air Conditioning: Innospace has central air conditioning from 6 AM to 6 PM Monday through Friday and standard business working days. If you need air conditioning outside those hours, you must make a request to the Innospace manager. There is a fee of \$100 per hour for air conditioning outside those hours above. This fee must be paid upfront before Innospace make request to the building management to turn on air conditioning at hours requested.
6. Onsite Locker: Member can request to rent onsite locker. Member will be provided a key to the locker. Locker rental will be based on first come first served. There is a monthly fee to rent a locker.

Services and Obligations

1. Furnished Office Accommodation: You shall not add anything to the walls and windows or any other part of the office or the Innospace business center or make changes or add to the office or the Innospace business center without our prior written consent.
2. Office Services: We are glad to talk about any other unique use of the facilities past the normal working hours or standard working days at the Innospace business center. Such special kind of arrangements come with an additional charge. It is at the point of the specific arrangement that the additional charges will be discussed.
3. Pay-As-you-Use Services: All of the pay-as-you-use services are subject to the availability of the Innospace business center staff at the time of any service request. As Innospace business center will purpose to ensure that the requested service is offered as soon as possible as long as it is requested on time.
 - We reserve the right to charge an additional fee at the normal rates in the event we deem that an additional service request is excessive and will take long to complete. This is something that will be handled by us and you at that particular time.
 - We will endeavour to deal with a service request at the earliest opportunity and provide the additional service you require, but we will not be held responsible for any delay.
4. Service Availability: Services will be available during standard business opening hours. Internet access and phone lines are available after hours and weekends.
5. Community Meeting Room: The community room can only be used when it is available. You will use only your account to book the community room specifying the day of use and it will be issued on a first come first served basis. After the meeting, the community meeting room should be returned to the condition it was initially before the meeting. If the condition is not returned to the original condition, Innospace reserves the right to charge service charges to bring the meeting rooms back to the original condition. Innospace business center reserves the right to cancel usage of the community meeting room if any member's usage is deemed to be excessive.

Our Services Agreement

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HOUSE RULES

1. Our Services Agreement: We may transfer the benefit of your agreement and our obligations under it at any time. This clause reflects the fact you are taking a serviced office agreement and not a lease and we retain overall control of the Innospace business center. You have no real-property or commercial property interest of any kind in the building where the Innospace business center is located. Where your company merges with another or you need to allow an affiliate to use the services provided under the Services Agreement, you will explain the need for any change to us and we will give careful consideration in each case. We need to make sure we know and are satisfied with the identity of each occupant of the Innospace business center.
2. Data Protection: We request you provide, as and when requested by us, documentation and personnel information as we may reasonably require to enable the provision of the services. Such personal data will be used by us in accordance with the law.

You agree we may process, disclose or transfer (including outside the EEA – European Economic Area to other countries which are part of our international network from time to time) any personal data which we hold on or in relation to you provided in doing so we take such steps as we consider reasonable to ensure it is used only

- To fulfill our obligations under your agreement;
- For work assessment and fraud prevention; or
- To make available information about new or beneficial products and services offered by us and other organizations which we consider may be of interest to you.

Please be aware countries outside the EEA – European Economic Area – may not have laws in force to protect your personal data. To the extent we (i) processes personal data of the Client, and (ii) the General Data Protection Regulations (“GDPR”) apply to such processing, then Article 28 of the GDPR shall be deemed to be incorporated into the Agreement, and we shall charge a reasonable fee in the event you make a request in relation to the same.

1. Cross Default: You agree a default by you under this agreement is a default by you under all other agreements between us and you (“Other Agreements”) and a default under Other Agreements by you is a default under this agreement by you. You agree the retainer held by us under this agreement secures the obligations of you under Other Agreements and is available for use by us to satisfy your unfulfilled obligations under those Other Agreements.
2. Online Account/App: All Day Office and Meeting Room bookings, copies of your agreement, correspondence and downloadable statements of account are

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contained in your online account or on the app. These are accessible at your convenience to actively manage your account. All requests for agreement changes, terminations, and retainer/deposit return requests must be made through your online account or through the app for security and data protection purposes. You can log into your online account simply by going to the website and clicking 'Log in' at the top of the screen. The app is also available in both the Apple and Android stores.

3. Company Name Change: If there is a need to change the name of your company, requests must be made in writing and addressed to the Center Manager or made through your portal (after login to your account on our website). Please note these requests will be processed 60 days from the beginning of the next calendar month. Any invoices prior will be in the current company name and cannot be changed.
4. Subordination: This agreement is subordinate to our lease with our landlord and to any other agreements to which our lease with the landlord is subordinate.
5. Termination: We have the right to terminate the Agreement immediately if you are or become (i) identified on the Specially Designated Nationals and Blocked Persons List maintained by the U.S Department of the Treasury Office of Foreign Assets Control ("OFAC") or on any similar list (collectively, the "List"), or (ii) a person, entity, or government with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. We reserve the right to immediately suspend services and/or terminate the agreement if we determine our facility or address is being used in connection with possible fraudulent activity or activity potentially in violation of laws or governmental regulations. We reserve the right to immediately suspend services and/or terminate the agreement if we determine our facility or address is being used in connection with possible fraudulent activity or activity potentially in violation of laws or governmental regulations.

IT and Technology Policy

1. Introduction: This Policy forms part of our Internet Connectivity Order and applies where you wish to use our Telecommunication and Internet connectivity services and equipment.

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Innocospace business center is viewed as a Downstream Service Provider (DSP), which means we provides a personalized connection to the Internet which is managed and protected via a firewall.

- Our Internet service offers the member with an Internet connection offering support to normal business activity like web browsing, the capability to send and receive electronic communications, access to business applications and the like.
- Our internet service is based on a symmetrical leased line connection or similar technology shared with other individual Provider's Members within the same Provider's office building.
- Innocospace business center can provide you with reserved bandwidth in different capacities, depending on whether it is available. This offers a connection which is symmetrical and uncontended in terms of selected size. The mentioned service offers the following to the member:
 - Private offices can have public IP address depending on availability.
 - The ability of running solutions which rely on the server and need connectivity which is inbound (for example an FTP, web or mail server).
 - The option to run "site to site" VPN connections.
 - The ability to remote access your server(s) onsite at our location.
 - You are also able to deploy your own "firewall" to manage your own LAN and VPN connections should you wish to do so.

1. Our Internet and Telecommunications Policy

- a. Content: The member accepts that Innocospace business center does not follow up on the type of information passed through the telecommunications lines or equipment, which entail, but is not restricted to, telephone, internet access, fax lines and data lines ("Telecommunications Lines"). The member also accepts that Innocospace business center is just a channel for their Internet transmissions, which is just the same as a telephone company thus absolving us being held liable for the type of information transmitted by the member.
- b. Restrictions: The Internet service offered by Innocospace business center may only be used for purposes under the law and may not be used in relation to civil violations or criminal violations of state, federal, or international laws, regulations, or other government requirements. Violations of such a nature entail without restriction theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; violation of export control laws or regulations; libel or defamation; threats of physical harm or harassment; or any conduct amounting to an offence that is of a criminal

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HOUSE RULES

nature or leads to civil liability. The member has the sole mandate of keeping the normal security and virus protection of the systems so as to keep away usage by others in a way which is a violation of the Service Agreement. You have the obligation of instituting actions that are corrective on systems that are vulnerable in order to keep away continued abuse.

- c. Our Internet Access – Per User Basis: We grant you access to our Internet service on a per user access basis. In the event of you increase the number of users by utilizing a proxy server or by other means, you agree to pay us a fee for each user who accesses the Internet, either directly or through a proxy server.
- d. Unauthorized Access: A member is prohibited from increasing the access points that are authorized to the Telecommunications/Data lines by way of splitting wire or any other mechanism that entails wireless devices. In the circumstance that a user breaches paragraph 52.c (Our Internet Access – Per User Basis), above, or this paragraph, Innospace business center reserves the right to cut out the member's complete access to Telecommunications/Data Lines within a period of three (3) business days served in writing as a notice to the member. In the event there is unauthorized Telecommunications Data/Lines usage, the member shall pay all our fees and damages upon receipt of an invoice from us. Innospace business center shall have no mandate to offer a reconnection to the Telecommunications/Data Lines until the required fees have been sorted in full and the member has stopped making unauthorized access.
- e. Member Installed Telecommunications Lines: Under our model of business, we also offer Telecommunications Lines to members. A member shall not install and have their own private Telecommunications Lines and bypass the use of ours. Depending on the particular circumstances and availability, Innospace business center may authorize the installation of direct Telecommunications Lines when the member writes formal to us about it. We may only grant such permission upon entering into an agreement with the member that he or she will have to carry out a monthly payment that is similar to our monthly internet fee, or the Telecoms package fee, or both.
- f. Security Violations: You are prohibited from engaging in any violations of system or network security. Our internet service may not be used in connection with attempts – whether or not successful – to violate the security of a network, service, or other system. Examples of prohibited activities include, without limitation, hacking, cracking into, monitoring, or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software. We reserve the right to suspend the Internet access upon notification from a recognized Internet authority or ISP regarding such abuse. We may disconnect your equipment and withhold services if we consider your hardware or software is, or has become,

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inappropriate for connection to our network. You are responsible for your own virus protection on your systems and hardware.

- g. Our Internet: Services are only available at our locations and connection to our network is only permitted at those locations or via our provided services. You may not create any links between our network and any other network or any telecommunications service without our consent.
- h. Revisions to this Policy: We reserve the final right to alter this Policy at any given time with or without notice to the member.
- i. Special Requirements:
 - i. In the circumstance that the member is utilizing his or her own wireless access points, they are needed to seek written consent from Innospace business center before implementation. Only registered users from your office may access your wireless access point. If member allow non-registered user(s) access your wifi access point, member might be charged additional fees for those non-registered users. Note that using a personal wireless router may lead to service charge that relies on the total amount of users (the total number of contracted work stations being the minimum) in the specific office space.
 - ii. Private offices with wired Ethernet connections can only its own WIFI router with prior written agreement from Innospace. If you wish to have your own private router from your own private office, you need to sign up for dedicated IP address at extra charge.
 - iii. The members should take notice that the ports listed may be blocked with the use of firewall so as to derail traffic that is outbound: H323, Napster_8888, Nbdatagram, Nbname, RealPlayer-grp, TCP-135, TCP-139, TCP-1433, TCP-1434, UDP-1434.
 - iv. Our Data Network does not permit services involving Video conferencing without the written permission or consent from Innospace business center IT Director. In the event permission is granted, then the member will be asked to carry out Reservation of a Bandwidth as a way of supporting the solution.
- j. DISCLAIMER OF LIABILITY FOR THIRD PARTY PRODUCTS: As part of its services to you, we may provide third party Internet access and computer hardware and software ("Third Party Services"). WE DISCLAIM ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR SUCH THIRD-PARTY SERVICES. YOU ACKNOWLEDGE THAT NO REPRESENTATION HAS BEEN MADE BY US AS TO THE FITNESS OF THE THIRD-PARTY SERVICES FOR YOUR INTENDED PURPOSE.
- k. DISCLAIMER OF LIABILITY FOR YOUR EQUIPMENT: ALL YOUR EQUIPMENT STORED IN OUR TELECOMMUNICATIONS ROOM IS STORED AT YOUR OWN RISK.

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HOUSE RULES

WE DISCLAIM ANY AND ALL LIABILITY FOR SUCH EQUIPMENT AND SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGE TO SUCH EQUIPMENT.

- I. DISCLAIMER OF INDIRECT DAMAGES FROM LOSS OF SERVICE: We do not provide any service level agreement to you in regard to provision or loss of service for your Internet services. We shall not be liable for any indirect damages, including lost profits, arising out or resulting from any loss of service or degradation of connectivity/access to the Internet with the Service Agreement, even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.
- m. DISCLAIMER OF INDIRECT DAMAGES: We shall not be liable for any indirect damages, including lost profits, arising out or resulting from the Service Agreement even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.

Fees

1. Standard Services: The standard fee and any fixed, recurring services requested by you are billed in advance and payable upon receipt of the invoice. Where a daily rate applies, the charge for any such month will be 30 times the standard fee. For a period of less than a month the standard fee will be applied on a daily basis. All services will renew automatically at the prevailing market rate. If a recurring service needs to be cancelled, you simply need to request this to the center team. However, please note any service already invoiced will remain payable (no credit will be raised).
2. Pay-as-you-use (one-off) Services: Fees for pay-as-you-use services, plus applicable taxes, in accordance with our published rates which may change from time to time, are billed in arrears and payable upon receipt of the invoice. For your convenience, the Service Price Guide, which may change from time to time, lists many commonly requested services and your costs. If you require a service not shown in the Service Price Guide, such as postage, shipping labels, courier or overnight delivery services, please ask a center team member for the cost as it may include a convenience and administrative fee. Additional services are subject to the availability of our center staff to accommodate such requests at the time each such request is made.
3. Call Charges: Charges will not be applied for call transfers to your voicemail but will be applied when transferring a call to a nominated number. Call charges are

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based on local telecom rates and vary dependent on destination to local, national and international numbers.

4. Mainline Answering: The 'main line answering' service for any of the Office and Virtual Office products is not intended for main sales lines, large marketing campaigns, call centres and/or main member support lines. We reserve the right to charge an additional fee of \$1.00 per call, should your business exceed 80 calls in a month.
5. Notary Services: Some locations may have a team member with a notary certification. You may take advantage of the team member's notary services provided 1) You negotiate the rate of service directly with the team member for the team member's personal notary services, 2) the notary exchange is conducted outside of our business hours, and 3) You hereby release, waive, and indemnify us, our affiliates and employees from any and all claims, liability or actions associated with receiving notary services, whether caused by or contributed to by the negligence of us, our affiliates or employees, without limitation.
6. Unlimited Coffee & Tea/Kitchen Amenity Service: Allows you and your visitors access to unlimited self-service coffee and hot beverages and is charged per office occupant
7. Office Restoration Service: A fee of \$2.50 per square foot for each occupied office will be charged upon your departure or if you, at your option, chooses to relocate to different rooms within the Center. We reserve the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.
8. Annual Indexation: For all agreements with a term greater than 12 months the indexation applied (on the 13th month to the monthly office rate) of the All Items Retail Prices Index +2% will be substituted by CPI or 4%, whichever is greater.
9. Business Continuity Service: Business Continuity is a service provided for 3 months following your departure (agreement end date) from the Innospace business center, to cover the management of mail, fax, calls and visitors. Prices can be obtained upon request.

Description:

- We will provide a pre-recorded message on your existing phone confirming your new number.
- Should any visitors come to the center, our professional receptionist team will give them the new office address. Also provided is a one-page flyer with your new contact information to make it easy for visitors to find you.
- We will continue to collect mail and faxes to ensure correspondence is not

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missed. If you choose to have them forwarded to the new address, we will do so at the preferred member rates and a credit card must be on file.

- For Members who sign an office agreement dated January 1st, 2019 to present, the Business Continuity service is optional.
- If the Business Continuity package is not purchased:
 - Phones will be disabled with no forwarding message.
 - Mail will be returned to sender.
 - No information will be given to your guests other than you no longer have space there.

1. Late Payment and Penalty: All invoices are due upon receipt. Late fee dates will vary based on the type of service/invoice provided. If you do not pay fees when due, a service fee of \$25 plus 5% penalty will be charged on all overdue balances under \$1,000. For balances equal to or greater than \$1,000 a fee of \$50 plus 5% penalty will apply. If you dispute any part of an invoice, you must pay the amount not in dispute by the due date or be subject to such late fee and penalty.
 - We also reserve the right to withhold services (including for the avoidance of doubt, denying you access to your accommodation) while there are any outstanding fees, penalties and interest or you are in breach of the Service Agreement which, for the avoidance of doubt, includes these House Rules.
2. Insufficient Funds: You will pay a fee of \$50, or the maximum amount permitted by law, for any returned cheque or any other declined payment due to insufficient funds.
3. Retainer/Deposit: For security, we will only return retainers/deposits via bank transfer or ACH. To ensure we return the retainer/ deposit in a timely manner, we require you confirm the end of your agreement and request your retainer refund via your online account.
4. Retainer Maintenance Fee: Any retainer not claimed after 120 days will be charged a monthly \$50 account maintenance fee.

Liability

1. Mail and Packages: You release us from any liability arising out of or incurred in connection with any mail or packages handled on your behalf. If you want us to forward your mail and packages to another address, there will be additional forwarding charges. Mail will be charged \$5 plus all postage charges. Packages

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will be charged \$10 per package plus all shipping fees.

2. Services: You are liable for all fees and any other amounts for which services are requested or rendered regardless of whether a payment made by any particular medium is declined or rejected in whole or in part. If requested by us, you will immediately pay by an alternate form of payment accepted by us.

Force Majeure

1. Force Majeure: We shall have no liability to you under this agreement if we are prevented from, or delayed in, performing our obligations under this agreement or from carrying on our business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, disease or quarantine restrictions compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or subcontractors. Our obligation to perform our obligations shall be suspended during the period required to remove such force majeure event. We shall notify you as soon as reasonably possible of the force majeure event and propose a suitable alternative accommodation (if any) in the same Innospace business center or in another available Innospace business centers.

Kitchen and Common Area Rules

- a. Kitchen area is the common area shared by everyone. Keep it clean. Remember that you are one of many, and if everyone left a little mess, you'd wind up with something you'd never want anyone to face. Take an extra step or two and put your trash in the garbage can, wipe up any spills, and remove whatever you brought in that day. You wouldn't appreciate someone else's sticky mess, so don't assume it's okay to leave one for others.
- b. Respect refrigerator real estate. When you have a large group of coworkers using the same refrigerator, space becomes valuable. Only refrigerate what needs to be kept cold. The rest can remain in a bag at your desk.
- c. Only eat and drink what is yours. No matter how tempting another employee's soda appears, it doesn't belong to you, so don't take it. Unless the person offers you some, pretend it isn't there. If you crave it, add the item to your shopping list and get your own.

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- d. Label your food. Write your name in bold letters to make sure there is no doubt about who your food or drink belongs to. That way, someone can't honestly say he accidentally picked up something he thought was his.
- e. Remove your food before it spoils. Ideally you should only use the refrigerator for what you plan to eat that day. However, there may be times when you'll need to keep your lunch or drink there for a few days. This does not make it okay to leave it there indefinitely. Take it out before it starts to stink up the place or grows green things. If your company has a policy about not leaving items overnight, honor it.
- f. Leave appliances as you found them...or better than you found them. When you use an office appliance such as a toaster or microwave, check it afterward and make sure you didn't leave crumbs or splatters. Your coworkers will be annoyed if they have to clean up your mess before they use the appliances.
- g. Let someone know when the kitchen staples and supplies run low. If you see that the napkin dispenser is almost empty, either fill it or contact someone to replenish it. The same goes for paper plates, plastic flatware, sugar, coffee creamer, and anything else that is consumable.
- h. Brew more coffee. It's fine to pour the last cup of coffee as long as you prepare more for the next person. Members are responsible to make more coffee as needed.
- i. Be respectful of strong odors. No one wants her yogurt to taste like last night's fish. Avoid bringing food with smells that can leach and linger.
- j. Have good table manners. Even when you're eating lunch in the break room with coworkers, you should still treat it as a business lunch.
- k. Avoid a floor hazard. If you spill something, clean it up. You don't want to be responsible for someone slipping and falling. Don't forget to test it after you wipe it clean. If there is any sticky or slimy residue, clean it again.
- l. Observe after-party leftover rules. After an office party, your supervisor may decide to store the leftovers in the refrigerator and on the counters in the kitchen with an open invitation to help yourself. However, don't assume that it's a free-for-all. If the supervisor doesn't post a message or send an email granting permission to take what you want, ask before grabbing.
- m. Join the cleanup committee. After the party, jump in and help clean up the mess. If enough people do this, it shouldn't take long to have the space spic-and-span. On the flip-side, walking away from the mess can leave you with a bad reputation for not carrying your share of the responsibility.
- n. Clean as you see the need. When you see something out of place in the kitchen or the trashcan overflowing, do something about it. Most of the time, you can do it yourself. If your company has a cleaning crew or maintenance staff, call and request someone to take out the trash.
- o. We reserve the rights to remove any food left overnight in the refrigerator.

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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.