

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.

LiquidSpace® is a trademark, registered in numerous countries, and DASH® and DASH License® are trademarks of LiquidSpace, Inc.

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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 Day Office

OFFICE HOUSE RULES

Essex Suites - June 2020

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 a Business Center.

Accommodation(s)

Use of the Business Center

Member agrees to maintain dedicated space in good condition and repair any damage caused by Member at Member's cost and expense. Member further agrees at the end of the term of the MSA to return the dedicated space to the Business Center in substantially as good condition as when received. Member shall use the dedicated space for general office purposes only. Member shall conform to all present and future laws and ordinances affecting the building. No storage of any material outside of the dedicated space shall be allowed unless first approved by the Business Center. Member shall not store or use any hazardous materials in the dedicated space. Member further agrees not to install any electrical equipment that overloads any electrical paneling, circuitry or wiring and further agrees to comply with the requirements of the insurance underwriter or any governmental authorities having jurisdiction thereof

1. Upon Move-In: We will ask You to sign an inventory of all accommodation, furniture and equipment You are permitted to use, together with a note of its condition, and details of the keys or entry cards issued to You.

2. Signage: You may not put up any signs on the doors of Your accommodation or anywhere else visible from outside the room(s) You are using without written approval from the local Business Center team. We reserve the right to charge a fee for any signage and to specify its design to ensure it remains in keeping with the Center's design.

3. Our Property: You must take good care of all parts of the Business Center, its equipment, fittings and furnishings You use. You must not alter any part of it.

4. Keys and Security: Business Center keys must not be duplicated. Shared entry points are to remain locked after hours and cannot be propped open. In the event of a lost or unreturned dedicated space key, mailbox key or security card or fob, the Business Center must be informed immediately, and Member must pay the costs of replacement and rekeying of locks if necessary. All keys and security cards or fobs must be returned upon termination of the MSA. Members may be subject to a fee for all key, security cards, or fob replacements as determined by the Business Center. Members may not change or add locks to any door or window. When using the Business Center outside normal working hours, it is Your responsibility to lock the doors and turn off lights, to your office and to the Business Center when you leave. This is to ensure the safety of individuals and property at the Business Center.

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HOUSE RULES

5. Entrances and Exits: You shall not leave open any corridor doors, exit doors or door connecting corridors during or after business hours for security purposes; and if You do so, it will be at Your own risk. All corridors, halls, elevators and stairways shall not be obstructed by You or used for any purpose other than entering and exiting. You can only use public areas with Our consent and those areas must be kept neat and attractive at all times.

6. Name and Address: At Your request and cost, We are happy to include Your name in the house directory at the Business Center, where this facility is available. You must not use Our name in any way in connection with Your business. You may not use the Business Center as Your registered address for service-of-process.

7. Employees and Guests: Your employees and guests shall conduct themselves in a business-like manner; proper business attire shall be worn at all times; the noise level will be kept to a level so as not to interfere with or annoy other customers; and You will abide by Our directives regarding security, keys, parking and other such matters common to all occupants. No part of the office or Business Center may be used for overnight accommodation.

8. Equipment: You shall not, without Our prior written consent, store or operate in Your office(s) or the Business Center(s), any computer (excepting 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.

Additionally, You must not conduct a mechanical business therein, do any cooking therein, or use or allow to be used in the building where the Business Center is located, oil burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed hazardous on account of fire or any explosives shall be brought into the Business Center. No offensive gases, odors or liquids shall be permitted. No candles or open flame are permitted. No weapons concealed or otherwise, shall be permitted. The Business Center is intended to be used solely for office use.

9. Electrical: The electrical current shall be used for ordinary lighting, powering personal computers and small appliances only unless written permission to do otherwise was first obtained from Us at an agreed cost to You. If You require any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at Your expense by the personnel designated by Us.

10. Common Areas: You may not conduct business in the hallways or reception area without Our prior written consent.

11. 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. You will not use or occupy more space than what is included in Your agreement. A single co-working agreement includes space for one desk, one chair, and one pedestal. You may bring additional furniture or other items may be brought into the center, as authorized by management.

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HOUSE RULES

12. Animals: You shall bring no animals into the Building other than service animals covered under the Americans with Disabilities Act (ADA). Service animals are defined as animals who have been trained to perform a specific job or task. Emotional support animals are not covered under ADA and are not allowed in the center. If a service animal becomes disruptive and You do not take effective action to control it, we may request the animal to be removed from the premises.

13. Manufacturing and Storage: You shall not use the Business Center for manufacturing or storage of merchandise except as such storage may be incidental to general office purposes. You shall not occupy or permit any portion of the Business Center to be occupied or used for the manufacture, sale, gift or use of liquor, narcotics or tobacco in any form.

14. Locks: No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Business Center by You, nor shall any changes be made to existing locks or the mechanisms thereof.

15. Soliciting: You may only solicit other customers for business or any other purpose through center approved channels (e.g. through notice-boards and networking events held at the center).

16. Your Property: All property belonging to You or any of Your employees, agents or invitees, shall be at the risk of such person only, and We shall not be liable for damages thereto or for theft or misappropriation thereof.

17. 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 Business Center or Building (including open or closed offices).

18. Harassment: You and Your officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing, discriminatory or abusive behavior to Our team members, other customers or invitees, verbal or physical in the Business Center for any reason. Any breach of this rule is a material breach of Your agreement (not capable of remedy) and Your agreement may be terminated immediately, and services will be suspended without further notice.

19. Health and Safety: In order to ensure all Center users have a safe and secure working environment, You, Your employees and visitors must comply with all health and safety requirements set out by Us, by law and as are otherwise applicable to the Center. Therefore, in the event You expect to have multiple/numerous visitors, depending on the specific circumstances, We may require You to take an additional office or meeting room space at current rates to accommodate those visitors or those visitors may be refused access to the center. Please discuss any high-volume visitor requirements You may have with Your center team in advance. Services and Obligations

20. Furnished Office Accommodation: You shall not affix anything to the windows, walls or any other part of the office or the Business Center or make alterations or additions to the office or the Business Center without Our prior written consent. Please speak to management regarding hanging pictures, whiteboards, etc, before hanging in office.

21. Office Services: We are happy to discuss special arrangements for the use of the facilities outside the Business Center standard business opening hours or, the standard working days where the Business Center is located. There may be an additional charge for such special arrangements.

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This can be discussed at the time of arrangement.

22. Pay-As-You-Use Services: All of the pay-as-You-use services are subject to the availability of the Business Center staff at the time of any service request. We will endeavor 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.

If, we decide a request for any pay-as-You-use service is excessive, We reserve the right to charge an additional fee at our usual published rates based on the time taken to complete the service. This includes excessive mail handling, as determined by management for Virtual Office customers. This will be discussed and agreed between Us and You at the time You make such request.

23. Service Availability: Services will be available during standard business opening hours. Internet access and phone lines are available after hours and weekends.

24. Conference/ Meeting Room(s) - Your use of the Conference/ meeting room(s) is subject to availability. It can only be booked online, through Your account, on a first come, first served basis. The Conference/meeting room must be kept in good order. Cancellation of usage is at Our discretion if any one customer's use is deemed to be excessive per Our Services Agreement

25. 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 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
- 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

26. 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.

27. Company Name Change: If there is a need to change the name of Your company, requests must be made in writing to management. Please note You can request to receive up to one previous invoice regenerated with Your new company name. This invoice can only be generated for the last invoice period before the date the change was made.

28. 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

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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 that our facility or address is being used in connection with possible fraudulent activity or activity that may be a violation of laws or governmental regulations.

Fees

29. **Standard Services:** The standard fee and any fixed, recurring services requested by You are billed in advance. 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, Please send email request to the center team, with 30 days notice. However, please note any service already invoiced will remain payable (no credit will be raised).

30. **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.

31. **Unlimited Coffee & Tea/Kitchen Amenity Service:** Allows You and Your visitors access to unlimited self-service coffee and hot beverages

32. **Office Restoration Service:** A minimum cleaning and restoration fee of \$200 shall be charged upon move out for any dedicated space occupied by a Member. This fee covers cleaning and restoration of the space, including removal of abandoned items. This fee will be determined at the sole discretion of the Business Center. We reserve the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.

33. **Annual Indexation:** For all agreements with a term greater than 12 months the indexation applied (on the 13th month to the monthly office rate) will be by CPI or 4%, whichever is greater.

35. **Credit Card Fees, Late Fees:** Credit Card Processors may charge a credit card convenience fee, currently 3%, where permitted by law. For recurring invoices not paid by the 5th day of the month, a late fee will be assessed in the amount of the lesser of 10% of the overdue balance, or the highest amount permitted by applicable law. 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.

36. **Late Payment Penalty:** If rent is not paid by the 10th of the month, internet access will be disabled to your designated space and your wireless credentials will be revoked. They will be reinstated when payment is made in full and your account is current for rent and all other charges. If rent is not paid by the 20th of the month, office access will be restricted to normal operating business hours and on weekdays that are not Federal holidays. Conference rooms may not be used until payment is made in full and your account is current for rent and all other charges.

37. **Payment Declined or Return by Bank:** The Business Center will not be responsible for any insufficient funds fees, or bank declined charges by Member's bank as a result of auto-bill. The

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HOUSE RULES

Business Center will charge a minimum fee of \$30 each time any charge or debit cannot be collected due to bank decline or return.

38. Retainer/Deposit: The retainer must be paid by Member at time of the MSA execution and will be held by the Business Center throughout the initial term and any automatic renewal period to secure the performance of Member's obligations, covenants, and agreements. The Business Center shall have the right to apply all or any portion of such retainer to cure any and all defaults of Member under the MSA, including any damage or alterations to the Business Center. The Business Center agrees to return the balance of the retainer to the Member, without interest, within 60 days after termination. The Business Center shall use commercially reasonable efforts to return the retainer to the Member. If the Member cannot be located, the retainer shall be forfeited six months after termination of the MSA.

39. Maintenance Fee: Any retainer or customer account with a credit balance not claimed after 120 days will each be charged a monthly \$50 account maintenance fee. Liability

40. 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

41. 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 Business Center

IT and Technology Policy

42. Introduction:

The Business Center agrees to supply commercially reasonable business level Internet access

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HOUSE RULES

(intended for email, web browsing and occasional upload/download of data) and telephone service if applicable. If such services are suspended for maintenance or fail for any reason, Member shall not be entitled to any financial damages from the Business Center in regard to loss of service, including consequential damages. The Business Center's responsibility shall be to restore the service as soon as commercially reasonable. The Business Center may allocate available bandwidth and restrict specific uses among the Members so that Members are provided with reasonable levels of service. Internet access may be used only for lawful purposes and any Member violating this policy may be terminated immediately.

Technology Maintenance. The Business Center observes a weekly routine technology maintenance window currently from Friday at 10pm Eastern time to Saturday at 7am Eastern time, during which period all systems may be offline. This window is subject to change. Member shall not be entitled to any refund regarding outages caused by regularly scheduled maintenance windows.

Porting can be a time consuming and frustrating process due to the cooperation required from multiple telephone companies. For this reason, the Business Center cannot provide a time estimate as to the duration of the process. The Business Center is not liable for any damages incurred by Member from delays in completion of the porting process.

43. Our Internet and Telecommunications a. Content: You acknowledge We do not monitor the content of information transmitted through Our telecommunications lines or equipment, which includes, but is not limited to, Internet access, telephone, fax lines and data lines ("Telecommunications Lines"). You further acknowledge We are merely providing a conduit for Your Internet transmissions, similar to a telephone company, and We accept no liability for the content of transmissions by You.

b. Restrictions: Our Internet service may be used only for lawful purposes and shall not be used in connection with any criminal or civil violations of state, federal, or international laws, regulations, or other government requirements. Such violations include without limitation 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 constituting a criminal offence or gives rise to civil liability. You are responsible for maintaining the basic security and virus protection of Your systems to prevent Your use by others in a manner which violates the Service Agreement. You are responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.

c. Our Internet Access - Per User Basis: We grant You access to Our Internet service on a per

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HOUSE RULES

user access basis. In the event 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: In no event may You increase Your authorized access points to the Telecommunications/Data lines by means of wire splitting or any other method including wireless devices. In the event of You breaching paragraph

d. (Our Internet Access - Per User Basis), above, or this paragraph, We may disconnect all of Your access to the Telecommunications/Data lines upon three (3) business days prior written notice to You. You shall pay all Our fees for any unauthorized Telecommunications/Data Lines use upon invoice from Us. We shall have no obligation to reconnect You to the Telecommunications/Data Lines until such fees have been paid in full and You have ceased to make unauthorized access.

e. 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, inappropriate for connection to Our network. You are responsible for Your own virus protection on Your systems and hardware.

f. 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 must not create any links between Our network and any other network or any telecommunications service without Our consent.

g. Revisions to this Policy: We may modify this Policy at any time, with or without notice.

h. Special Requirements: i. Where You are using Your own wireless access points, You require written approval from Us, prior to implementation. The use of Your own wireless router will result in a service charge based upon the total number of users (the total number of contracted work stations being the minimum) in Your designated office space.

i. **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.

j. **DISCLAIMER OF LIABILITY FOR YOUR EQUIPMENT:** ALL YOUR EQUIPMENT STORED IN OUR TELECOMMUNICATIONS ROOM IS STORED AT YOUR OWN RISK. WE DISCLAIM ANY AND ALL LIABILITY FOR SUCH EQUIPMENT AND SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGE TO SUCH EQUIPMENT.

k. **DISCLAIMER OF INDIRECT DAMAGES FROM LOSS OF SERVICE:** We do not provide any service level agreement to You regarding provision or loss of service for Your Internet

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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.

House Rules for Essex Suites

Essex Suites - June 2020

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 a Business Center.

Accommodation(s)

Use of the Business Center

Member agrees to maintain dedicated space in good condition and repair any damage caused by Member at Member’s cost and expense. Member further agrees at the end of the term of the MSA to return the dedicated space to the Business Center in substantially as good condition as when received. Member shall use the dedicated space for general office purposes only. Member shall conform to all present and future laws and ordinances affecting the building. No storage of any material outside of the dedicated space shall be allowed unless first approved by the Business Center. Member shall not store or use any hazardous materials in the dedicated space. Member further agrees not to install any electrical equipment that overloads any electrical paneling, circuitry or wiring and further agrees to comply with the requirements of the insurance underwriter or any governmental authorities having jurisdiction thereof

1. Upon Move-In: We will ask You to sign an inventory of all accommodation, furniture and equipment You are permitted to use, together with a note of its condition, and details of the keys or entry cards issued to You.
2. Signage: You may not put up any signs on the doors of Your accommodation or anywhere else visible from outside the room(s) You are using without written approval from the local Business Center team. We reserve the right to charge a fee for any signage and to specify its design to ensure it remains in keeping with the Center’s design.
3. Our Property: You must take good care of all parts of the Business Center, its equipment, fittings and furnishings You use. You must not alter any part of it.
4. Keys and Security: Business Center keys must not be duplicated. Shared entry points are to remain locked after hours and cannot be propped open. In the event of a lost or unreturned

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dedicated space key, mailbox key or security card or fob, the Business Center must be informed immediately, and Member must pay the costs of replacement and rekeying of locks if necessary. All keys and security cards or fobs must be returned upon termination of the MSA. Members may be subject to a fee for all key, security cards, or fob replacements as determined by the Business Center. Members may not change or add locks to any door or window. When using the Business Center outside normal working hours, it is Your responsibility to lock the doors and turn off lights, to your office and to the Business Center when you leave. This is to ensure the safety of individuals and property at the Business Center.

5. Entrances and Exits: You shall not leave open any corridor doors, exit doors or door connecting corridors during or after business hours for security purposes; and if You do so, it will be at Your own risk. All corridors, halls, elevators and stairways shall not be obstructed by You or used for any purpose other than entering and exiting. You can only use public areas with Our consent and those areas must be kept neat and attractive at all times.

6. Name and Address: At Your request and cost, We are happy to include Your name in the house directory at the Business Center, where this facility is available. You must not use Our name in any way in connection with Your business. You may not use the Business Center as Your registered address for service-of-process.

7. Employees and Guests: Your employees and guests shall conduct themselves in a business-like manner; proper business attire shall be worn at all times; the noise level will be kept to a level so as not to interfere with or annoy other customers; and You will abide by Our directives regarding security, keys, parking and other such matters common to all occupants. No part of the office or Business Center may be used for overnight accommodation.

8. Equipment: You shall not, without Our prior written consent, store or operate in Your office(s) or the Business Center(s), any computer (excepting 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.

Additionally, You must not conduct a mechanical business therein, do any cooking therein, or use or allow to be used in the building where the Business Center is located, oil burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed hazardous on account of fire or any explosives shall be brought into the Business Center. No offensive gases, odors or liquids shall be permitted. No candles or open flame are permitted. No weapons concealed or otherwise, shall be permitted. The Business Center is intended to be used solely for office use.

9. Electrical: The electrical current shall be used for ordinary lighting, powering personal computers and small appliances only unless written permission to do otherwise was first obtained from Us at an agreed cost to You. If You require any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at Your expense by the personnel designated by Us.

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10. Common Areas: You may not conduct business in the hallways or reception area without Our prior written consent.

11. 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. You will not use or occupy more space than what is included in Your agreement. A single co-working agreement includes space for one desk, one chair, and one pedestal. You may bring additional furniture or other items may be brought into the center, as authorized by management.

12. Animals: You shall bring no animals into the Building other than service animals covered under the Americans with Disabilities Act (ADA). Service animals are defined as animals who have been trained to perform a specific job or task. Emotional support animals are not covered under ADA and are not allowed in the center. If a service animal becomes disruptive and You do not take effective action to control it, we may request the animal to be removed from the premises.

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16. Your Property: All property belonging to You or any of Your employees, agents or invitees, shall be at the risk of such person only, and We shall not be liable for damages thereto or for theft or misappropriation thereof.

17. 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 Business Center or Building (including open or closed offices).

18. Harassment: You and Your officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing, discriminatory or abusive behavior to Our team members, other customers or invitees, verbal or physical in the Business Center for any reason. Any breach of this rule is a material breach of Your agreement (not capable of remedy) and Your agreement may be terminated immediately, and services will be suspended without further notice.

19. Health and Safety: In order to ensure all Center users have a safe and secure working environment, You, Your employees and visitors must comply with all health and safety requirements set out by Us, by law and as are otherwise applicable to the Center. Therefore, in the event You expect to have multiple/numerous visitors, depending on the specific circumstances, We may require You to take an additional office or meeting room space at current rates to accommodate those visitors or those visitors may be refused access to the center. Please discuss any high-volume visitor requirements You may have with Your center team in advance. Services and Obligations

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HOUSE RULES

20. **Furnished Office Accommodation:** You shall not affix anything to the windows, walls or any other part of the office or the Business Center or make alterations or additions to the office or the Business Center without Our prior written consent. Please speak to management regarding hanging pictures, whiteboards, etc, before hanging in office.

21. **Office Services:** We are happy to discuss special arrangements for the use of the facilities outside the Business Center standard business opening hours or, the standard working days where the Business Center is located. There may be an additional charge for such special arrangements. This can be discussed at the time of arrangement.

22. **Pay-As-You-Use Services:** All of the pay-as-You-use services are subject to the availability of the Business Center staff at the time of any service request. We will endeavor 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.

If, we decide a request for any pay-as-You-use service is excessive, We reserve the right to charge an additional fee at our usual published rates based on the time taken to complete the service. This includes excessive mail handling, as determined by management for Virtual Office customers. This will be discussed and agreed between Us and You at the time You make such request.

23. **Service Availability:** Services will be available during standard business opening hours. Internet access and phone lines are available after hours and weekends.

24. **Conference/ Meeting Room(s)** - Your use of the Conference/ meeting room(s) is subject to availability. It can only be booked online, through Your account, on a first come, first served basis. The Conference/meeting room must be kept in good order. Cancellation of usage is at Our discretion if any one customer's use is deemed to be excessive per Our Services Agreement

25. **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 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
- 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

26. **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.

27. **Company Name Change:** If there is a need to change the name of Your company, requests must be made in writing to management. Please note You can request to receive up to one previous

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HOUSE RULES

invoice regenerated with Your new company name. This invoice can only be generated for the last invoice period before the date the change was made.

28. 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 that our facility or address is being used in connection with possible fraudulent activity or activity that may be a violation of laws or governmental regulations.

Fees

29. Standard Services: The standard fee and any fixed, recurring services requested by You are billed in advance. 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, Please send email request to the center team, with 30 days notice. However, please note any service already invoiced will remain payable (no credit will be raised).

30. 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.

31. Unlimited Coffee & Tea/Kitchen Amenity Service: Allows You and Your visitors access to unlimited self-service coffee and hot beverages

32. Office Restoration Service: A minimum cleaning and restoration fee of \$200 shall be charged upon move out for any dedicated space occupied by a Member. This fee covers cleaning and restoration of the space, including removal of abandoned items. This fee will be determined at the sole discretion of the Business Center. We reserve the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.

33. Annual Indexation: For all agreements with a term greater than 12 months the indexation applied (on the 13th month to the monthly office rate) will be by CPI or 4%, whichever is greater.

35. **Credit Card Fees, Late Fees:** Credit Card Processors may charge a credit card convenience fee, currently 3%, where permitted by law. For recurring invoices not paid by the 5th day of the month, a late fee will be assessed in the amount of the lesser of 10% of the overdue balance, or the highest amount permitted by applicable law. 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.

36. **Late Payment Penalty:** If rent is not paid by the 10th of the month, internet access will be disabled to your designated space and your wireless credentials will be revoked. They will be

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HOUSE RULES

reinstated when payment is made in full and your account is current for rent and all other charges. If rent is not paid by the 20th of the month, office access will be restricted to normal operating business hours and on weekdays that are not Federal holidays. Conference rooms may not be used until payment is made in full and your account is current for rent and all other charges.

37. Payment Declined or Return by Bank: The Business Center will not be responsible for any insufficient funds fees, or bank declined charges by Member's bank as a result of auto-bill. The Business Center will charge a minimum fee of \$30 each time any charge or debit cannot be collected due to bank decline or return.

38. Retainer/Deposit: The retainer must be paid by Member at time of the MSA execution and will be held by the Business Center throughout the initial term and any automatic renewal period to secure the performance of Member's obligations, covenants, and agreements. The Business Center shall have the right to apply all or any portion of such retainer to cure any and all defaults of Member under the MSA, including any damage or alterations to the Business Center. The Business Center agrees to return the balance of the retainer to the Member, without interest, within 60 days after termination. The Business Center shall use commercially reasonable efforts to return the retainer to the Member. If the Member cannot be located, the retainer shall be forfeited six months after termination of the MSA.

39. Maintenance Fee: Any retainer or customer account with a credit balance not claimed after 120 days will each be charged a monthly \$50 account maintenance fee. Liability

40. 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

41. 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

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HOUSE RULES

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 Business Center

IT and Technology Policy

42. Introduction:

The Business Center agrees to supply commercially reasonable business level Internet access (intended for email, web browsing and occasional upload/download of data) and telephone service if applicable. If such services are suspended for maintenance or fail for any reason, Member shall not be entitled to any financial damages from the Business Center in regard to loss of service, including consequential damages. The Business Center's responsibility shall be to restore the service as soon as commercially reasonable. The Business Center may allocate available bandwidth and restrict specific uses among the Members so that Members are provided with reasonable levels of service. Internet access may be used only for lawful purposes and any Member violating this policy may be terminated immediately.

Technology Maintenance. The Business Center observes a weekly routine technology maintenance window currently from Friday at 10pm Eastern time to Saturday at 7am Eastern time, during which period all systems may be offline. This window is subject to change. Member shall not be entitled to any refund regarding outages caused by regularly scheduled maintenance windows.

Porting can be a time consuming and frustrating process due to the cooperation required from multiple telephone companies. For this reason, the Business Center cannot provide a time estimate as to the duration of the process. The Business Center is not liable for any damages incurred by Member from delays in completion of the porting process.

43. Our Internet and Telecommunications a. Content: You acknowledge We do not monitor the content of information transmitted through Our telecommunications lines or equipment, which includes, but is not limited to, Internet access, telephone, fax lines and data lines ("Telecommunications Lines"). You further acknowledge We are merely providing a conduit for Your Internet transmissions, similar to a telephone company, and We accept no liability for the content of transmissions by You.

b. Restrictions: Our Internet service may be used only for lawful purposes and shall not be used in connection with any criminal or civil violations of state, federal, or international laws, regulations, or other government requirements. Such violations include without limitation 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 constituting a criminal offence or gives rise to civil liability. You are responsible for maintaining the basic security

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HOUSE RULES

and virus protection of Your systems to prevent Your use by others in a manner which violates the Service Agreement. You are responsible for taking corrective actions on vulnerable or exploited systems to prevent 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 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: In no event may You increase Your authorized access points to the Telecommunications/Data lines by means of wire splitting or any other method including wireless devices. In the event of You breaching paragraph

d. (Our Internet Access - Per User Basis), above, or this paragraph, We may disconnect all of Your access to the Telecommunications/Data lines upon three (3) business days prior written notice to You. You shall pay all Our fees for any unauthorized Telecommunications/Data Lines use upon invoice from Us. We shall have no obligation to reconnect You to the Telecommunications/Data Lines until such fees have been paid in full and You have ceased to make unauthorized access.

e. 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, inappropriate for connection to Our network. You are responsible for Your own virus protection on Your systems and hardware.

f. 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 must not create any links between Our network and any other network or any telecommunications service without Our consent.

g. Revisions to this Policy: We may modify this Policy at any time, with or without notice.

h. Special Requirements: i. Where You are using Your own wireless access points, You require written approval from Us, prior to implementation. The use of Your own wireless router will result in a service charge based upon the total number of users (the total number of contracted work stations being the minimum) in Your designated office space.

i. 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.

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HOUSE RULES

j. **DISCLAIMER OF LIABILITY FOR YOUR EQUIPMENT:** ALL YOUR EQUIPMENT STORED IN OUR TELECOMMUNICATIONS ROOM IS STORED AT YOUR OWN RISK. WE DISCLAIM ANY AND ALL LIABILITY FOR SUCH EQUIPMENT AND SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGE TO SUCH EQUIPMENT.

k. **DISCLAIMER OF INDIRECT DAMAGES FROM LOSS OF SERVICE:** We do not provide any service level agreement to You regarding 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.

House Rules Addendum Temporary Covid-19 Requirements 7.2.2020

- 44.** Upon entering the office, please stop for a temperature check.
- 45.** If you feel sick, or have a temperature over 99.5, please work from home.
- 46.** Please report any incidents of you, or your direct contacts, having Covid-19 illness to the Manager, so the office can be appropriately sanitized, and members you may have come in contact with, can be notified. In the event of exposure, please work from home until you are clear to return.
- 47.** Please see your Doctor after being sick, to ensure you are healthy enough to return to the office.
- 48.** Masks are required to be worn in Common areas outside your office and conference rooms. Masks are required if you work at a dedicated desk and share an office with others, or as required by NJ mandate.
- 49.** Hallway traffic will flow in One Direction, as indicated by floor arrows. Please practice social distancing, and remain 6 feet from other members.
- 50.** Please wash your hands frequently, following Recommended guidelines.

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HOUSE RULES

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License Terms



COMPLIANCE

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



POSSESSION AND DELIVERY

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



WORKSPACE USE AND ACCESS

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

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

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

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

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

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

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

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License Terms

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



GOOD CARE

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



COMMON AREAS

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



SHARED FACILITIES

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



KEYS AND SECURITY

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

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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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License Terms

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

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



CANCELLATION

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

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

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

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

Flexible Cancellation Terms

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

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

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



DEPOSIT

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

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License Terms

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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License Terms



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.