

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 Private office 118

SERVICE AGREEMENT

Location Information:

TX - Brownsville
222 N Expressway 83 Ste.100
Brownsville TX 78521
- Community Director
(956) 443-3481
brownsville.tx@venturex.com

Member Information:

Business name:

Name:

Address

Phone:

Email:

Dedicated Desk Membership

Workstation systems have low panels in order to facilitate communication and collaboration between occupants. Workstations are ergonomically correct and suitable for eight hours of work.

Private Office Membership

Private offices are visually connected to the rest of the workplace, making their occupants approachable and accessible to colleagues. Placement is off the windows, typically against the core, in order to avoid blocking natural light.

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HOUSE RULES

Start Date:

End Date:

Office Number:

of Desks:

List Price:

Promotional Price:

Brownsville -

\$

\$

Term:

Service Retainer:

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HOUSE RULES

One Time Set Up Fees:

\$0.00

\$0.00

Total Amount Due at Signing:

\$

Total Amount Due Monthly:

\$

Member Signature:

Venture X Representative Signature:

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HOUSE RULES

Date:

Date:

These General Terms and Conditions apply to Office/Co-Working, Virtual Office and Membership agreements for services supplied to you by Venture X.

1. General Agreement

1.1. Nature of an agreement: At all times, each Venture X location remains in our possession and control. You accept that an agreement creates no tenancy interest, leasehold estate or other real property interest in your favor with respect to the accommodation. Occupation of the Venture X premises by you is the commercial equivalent of an agreement for accommodation in a hotel. Venture X is giving you the right to share the use of the Venture X location with our staff and members and other clients.

1.2. House Rules: The House Rules, which are incorporated into these terms and conditions, are in place and enforced to ensure that all clients have a professional environment to work in.

1.3. Availability at the start of an agreement: If for any reason Venture X cannot provide the services or accommodation at the location stated in an agreement by the start date, Venture X shall have no liability to you or your company for any loss or damage but you may either move to another Venture X location (subject to availability), delay the start of the agreement or cancel it.

1.4. **AUTOMATIC RENEWAL:** This agreement will renew automatically for the same period as the current term until it is ended by you or Venture X with proper notice. All agreements will have

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HOUSE RULES

an end date on the last day of the month. Pricing on the auto-renewed agreement will be reflective of the current deemed market rate. If you do not want to renew your agreement, you can provide a notice, in writing, as described below prior to the conclusion of your notice period. You can renew your agreement prior to your notice period and avoid the market rate auto renewal by providing notice of intent to renew. A signed renewed license is required prior to the conclusion of your notice period. Notice periods are as follows, based on license term:

Month-to-Month: No less than 2 months' notice (60 days) from the 1st day of any calendar month with dedicated desk or private office membership

Month-to-Month: 30 day notice on Virtual, Shared Desk and Community Memberships from the 1st day of any calendar month.

3 months: No less than 2 months' notice (60 days) prior to the end of the term.

More than 3 months: No less than 3 months' notice (90 days) prior to the end of the term.

1.5 Venture X may elect not to renew license. If so, Venture X will provide you notice via email using the same notice periods noted above.

1.6. In the event that Venture X is permanently unable to provide the services and accommodation at the premises stated in your agreement, Venture X will offer you accommodations at one of our other Venture X locations. In the unlikely event Venture X is unable to find an alternative accommodation that is acceptable to you, your agreement will terminate and you will only have to pay monthly fees up to that date and for any additional services you have used.

1.7. Terminating an agreement immediately: Venture X may terminate your agreement immediately by giving you notice if (a) you become insolvent or bankrupt; or (b) you breach one of your obligations which cannot be cured, or which we have given you notice to cure and you have failed to do so within 14 days of that notice; or (c) your conduct, or that of someone at the Venture X location with your permission or invitation, is incompatible with professional office use and, (i) that conduct continues despite the notice that has been provided, or (ii) that conduct is conducive enough (in Venture X's reasonable opinion) to warrant immediate termination; or (d) you are in breach of the "Compliance With Law" clause below. If Venture X puts an end to an agreement for any of the reasons referred to in this clause it does not put an end to any of your contractual financial obligations, including, without limitation, for the remainder of contract period would have lasted if Venture X had not terminated it.

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HOUSE RULES

1.8. When an Office agreement ends: When an agreement ends you must vacate your office immediately, leaving it in the same state and condition as it was when you took occupancy of it. Upon your departure of your office or if you choose to move to a different office within the location, we will charge a fixed office restoral fee to cover normal cleaning and restoral fees. This office restoral fee will be charged at \$ 200 per office. In addition, Venture X reserves the right to charge additional reasonable fees for any additional repairs above and beyond normal wear and tear. If any property is left in your office, we have the right to dispose of this at your cost without any financial responsibility to you for any of its proceeds of sale. If you do not vacate the office space when an agreement has ended, you are solely responsible for any use, loss, claim or liability we may incur as a result of your failure to vacate. Fees will be calculated by the day at a rate 15% higher than market rate

2. Use of the Venture X location:

2.1. Business Operations: You may not operate a business that competes with Venture X's business. You are only permitted to use the address of this Venture X location as your registered office address if it is permitted by both law and if Venture X has given you prior written consent (given the additional administration, there is an additional fee chargeable for this service). You must only use the accommodation for office business purposes. If Venture X decides that a request for any particular service is excessive, Venture X reserves the right to charge an additional fee. In order to ensure that Venture X provides a great working environment for all, Venture X asks for you to limit any excessive visits by members of the public.

2.2. Accommodation

2.2.1. Alterations or Damage: As a member, you are liable for any damage caused by you, your company, your employees, or those visiting the Venture X location with your permission, whether express or implied, including but not limited to all employees, contractors and/or agents.

2.2.2. IT Installations: Venture X is very proud of our IT infrastructure and its upkeep. Any installation, cabling, IT or telecom connections are prohibited without Venture X's consent. Venture X has the right to refuse any of these services at our discretion. In addition, and only after Venture X provides consent for such installation you must also permit a Venture X representative to oversee any such installations (for example IT, Telecom, or electrical systems) and to verify that that such installations do not interfere with the use of the accommodation by other members, Venture X or any landlord of the building. Fees for installation and removal will be at the members cost.

2.2.3. Use of the Accommodation: An agreement will list the office Venture X has allocated for you and your company's use. You will have a non-exclusive right to the office(s) allocated to you. Occasionally to ensure the efficient running of the Venture X location, Venture X may need to

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HOUSE RULES

allocate different offices to you, but it will be of reasonably equivalent size and Venture X will notify you with respect to such different accommodation in advance.

2.2.4. Access to the Accommodation: In order to maintain exemplary service, Venture X may need to enter your office and may do so at any time, including without limitation, in an emergency, for cleaning, mail and/or package delivery, and inspection or in order to resell the space provided you have given notice to terminate. Venture X shall always do its best to respect any of the reasonable security procedures to protect the confidentiality of your business.

2.3. Membership:

2.3.1. If You have subscribed to a Desk Membership or other premium agreement you will have access to all Venture X locations to work within the common areas during standard business working hours with discounted member additional services.

2.3.2. Membership Usage: A day pass is measured in whole days and unused days cannot be carried over to the following month. A membership is not intended to be a replacement for a full-time workspace and all workspaces must be cleared at the end of each day. You are solely responsible for your belongings at the Venture X location at all times. Venture X is not responsible for any property left unattended. Should you choose to use more than your membership entitlement, you will be required to buy additional day passes. You may bring in 1 guest free of charge (subject to fair usage). Any further guests will be required to purchase a day pass.

2.3.3. As a Member, you may not use any other Venture X locations as your business address without an accompanying office or virtual office agreement in place with that other location. Any use of the Venture X address in such a way will result in an automatic enrollment in the Virtual Office product for the same term as your membership and you will be invoiced accordingly.

2.4. Compliance with Law: You must comply with all relevant laws and regulations in the conduct of your business. You must not do anything that may interfere with the use of the Venture X location by the staff or other members (including but not limited to political campaigning or immoral activity), cause any nuisance or annoyance, or cause loss or damage to Venture X (including damage to reputation) or to the owner of any interest in the building. If Venture X is advised by any government authority or other legislative body that it has reasonable suspicion that you are conducting criminal activities from the Venture X location, or you are or become subject to any government sanctions, then Venture X shall be entitled to terminate any and all of your agreements with immediate effect. You acknowledge that any breach by you, your company or your employees of this clause shall constitute a material default, entitling Venture X to terminate your agreement without further notice.

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2.5. Data protection: You acknowledge that Venture X may collect and process personal data from you and your employees as strictly necessary to ensure compliance with applicable laws and regulations and to enable Venture X effectively to provide services to you. You acknowledge and accept that such personal data may be transferred or made accessible to other entities in the Venture X group, wherever located, for the purposes of providing the services, in each case in accordance with all applicable data protection legislation.

2.6. Employees: Both Venture X and you have invested a great deal in training of the our respective employees therefore, neither of us may knowingly solicit or offer employment to the other's staff employed in the Venture X location (or for 3 months after they have left their employment). To recompense the other for staff training and investment costs, if either of us breaches this clause the breaching party will pay upon demand the other the equivalent of 6 months' salary of any employee concerned as liquidated damages.

2.7. Confidentiality: The terms of an agreement are confidential. Neither of us may disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues for a period of 3 years after an agreement ends.

2.8. Assignment: An agreement is personal to you and cannot be transferred to anyone else without prior consent from Venture X unless such transfer is required by law. However, Venture X will not unreasonably withhold our consent to assignment to an affiliate provided that you execute our standard form of assignment. Venture X may transfer any agreement and any and all amounts payable by you under an agreement to any other member of the Venture X group.

2.9. Applicable law: An agreement is interpreted and enforced in accordance with the law of the place where the Venture X is located. Venture X and you both accept the exclusive jurisdiction of the courts of that jurisdiction. If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force.

3. Liability and Insurance

3.1. Liability: To the maximum extent permitted by applicable law, Venture X is not liable to you in respect of any loss or damage you suffer in connection with an agreement, including without limitation any loss or damage arising as a result of our failure to provide a service as a result of mechanical breakdown, strike or other event outside of our reasonable control otherwise unless Venture X has acted maliciously. In no event shall Venture X be liable for any loss or damage until

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you provide written notice and give Venture X a reasonable time to correct the issue. If Venture X is liable for failing to provide you with any service under an agreement then, subject to the exclusions and limits set out immediately below, Venture X will pay any actual and the reasonable additional expense you have incurred in obtaining the same or similar service from elsewhere.

3.2. Insurance: It is your responsibility to arrange insurance for property which you bring into the Venture X location, for any post and packages you send or receive, and for your own liability to your employees and to third parties. Venture X strongly recommends that you put such insurance in place.

3.3. IT Services and Obligations: Venture X has security internet protocols in place and strive to provide seamless internet connectivity, however VENTURE X DOES NOT MAKE ANY REPRESENTATION AND CANNOT GUARANTEE ANY MAINTAINED LEVEL OF CONNECTIVITY TO OUR NETWORK OR TO THE INTERNET, NOR THE LEVEL OF SECURITY OF IT INFORMATION AND DATA THAT YOU PLACE ON IT. You should adopt whatever security measures (such as encryption) you believe are appropriate to your business. Your sole and exclusive remedy in relation to issues of reduced connectivity which are within Venture X reasonable control shall be for us to rectify the issue within a reasonable time following notice from you to Venture X.

3.4. EXCLUSION OF CONSEQUENTIAL LOSSES: VENTURE X WILL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY TO YOU FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA, THIRD PARTY CLAIMS OR ANY CONSEQUENTIAL LOSS. VENTURE X STRONGLY RECOMMENDS THAT YOU INSURE AGAINST ALL SUCH POTENTIAL LOSS, DAMAGE, EXPENSE OR LIABILITY.

3.5. Financial Limitations to liability: In all cases, Venture X's liability to you is limited, up to a maximum financial liability equal to 125% of the total fees paid by you between the date services under your agreement commenced and the date on which the claim in question arises.

4. Fees

4.1. Service Retainer: Your service retainer will be held by Venture X without generating interest as security for performance of all of your financial obligations under an agreement. The service retainer or any balance will be returned within 60 days of the termination of your agreement upon the settlement of your account in full. Venture X will deduct any outstanding fees and other costs due before returning the balance to you. The service retainer will be returned to you via mail to the

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HOUSE RULES

address on your membership agreement. Your service retainer will be increased if the monthly office or virtual office fee increases upon renewal or as additional or larger offices are added to your agreement. Venture X reserves the right to increase your service retainer at any time during your agreement, if you fail to pay your financial obligation on time.

4.2. Taxes and duty charges: You agree to pay promptly (i) all sales, use, excise, consumption and any other taxes and license fees which You are required to pay to any governmental authority (and, at Our request, You will provide to Us evidence of such payment) and (ii) any taxes paid by Us to any governmental authority that are attributable to your office, where applicable, including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, stamp tax/duty or other documentary taxes and fees.

4.3. Payment: Venture X will send all invoices electronically and you will make payments via an automated method such as ACH or Credit Card.

4.4. Late payment If automated payment owed to Venture X fails and is not updated within 5 days of the renewal date, a late fee of 15% will be added to your account. If a payment is not received after 15 days, your membership will be automatically terminated, your personal belongings will be cleared from any dedicated spaces and any mail addressed to you and/or your company will be returned to sender. We would not like for that to happen, so keep us up to date of any changes on your membership and/or of billing information.

4.5. Indexation: If an agreement is for a term of more than 12 months, Venture X will increase the monthly fee on each

anniversary of the start date in line with the relevant inflation index of 3%.

4.6 Standard services: Monthly fees, plus applicable taxes, and any recurring services requested by you shall be payable monthly in advance.

4.7. Pay-as-you-use and Additional Variable Services: Fees for pay-as-you-use services, plus applicable taxes, shall be payable monthly in arrears at our standard rates which may change from time to time and are available on request.

4.8. Discounts, Promotions and Offers: If You benefited from a special discount, promotion or offer, Venture X will discontinue that discount, promotion or offer without notice if you materially

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HOUSE RULES

breach your agreement.

5.0 Mail

You may receive mail at the Venture X location with a Virtual Office, dedicated desk, or private office membership. Upon termination of your agreement, all mail services will be terminated as well. We have no obligation to store such mail or packages for more than thirty (30) days after the termination of your membership. If you wish to continue receiving mail at the said Venture X address, you must enter a continued Virtual Office membership which can be a month to month membership. As Venture X is an acting CMRA, you do not have the right to change your address at the US Postal Service from the said Venture X address. You must notify all your clients, potential clients, and vendors of your new address manually. If no such Virtual Office is entered, all mail will be returned that is received the day after your termination date.

Company Name:

Location:

Authorized Signor Name (Printed):

Venture X Representative Name (Printed):

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HOUSE RULES

Authorized Signor Signature:

Venture X Representative Signature:

Authorized Signor Title:

Venture X Representative Title:

Date:

Date:

HOUSE RULES

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HOUSE RULES

Respect: Venture X members must be highly respectful of their other Venture Xer's. We are a professional workspace, where many companies are developing private and secure work. In order to keep the culture trustworthy, we ask that if you see someone's monitor, white/black board drawings, or copies to keep it to yourself, and erase it from your memory. Follow the simple golden rule.

Volume Control: At Venture X you are welcome to use your phone at your desk, however we have provided with alternative areas for more privacy. These areas include, but not limited to, the phone booth couches, the outside seating area, as well as the conference rooms.

Photo ID: A copy of a photo ID is required. We reserve the right to perform a background check on any prospective or existing Member and decline or terminate any membership based on the results of such check. If you intend to have other staff members using the Private Office, please let us know in advance. An Additional Member Agreement may be required to be filled out by each additional and primary member.

Pets: We love our furry friends too, but please keep them at home. Due to allergies and other liability issues, we ask that you do not bring them to Venture X.

Internet Usage: No spamming, posting, or downloading of any files, software, programs, etc., that you know, or should know are illegal and/or inappropriate. Any use of hacking or misuse of one's computer within Venture X's workspace will not be tolerated and will be found in termination of membership.

Liability: Every person who uses Venture X Services and comes on the Venture X premises is liable for his or her own belongings, actions, and materials, whether a physical product or

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HOUSE RULES

computer-based software. Should any action cause damage to Venture X property, those persons will be held liable for the repair. If anything happens such as your computer gets hacked, blog goes down, Wi-Fi goes out, or if someone steals from you, Venture X is not legally responsible for these actions and occurrences. Venture X does not assume any liability or warranty in the event that any manufacturers' warranty is void.

Guests: Any guest brought by a member must first sign in at the reception desk. All guests must remain with the member whom they came with. The inviting member will be responsible for all their guest's actions. Guests inside a Private Office are not limited to the 2 hours for free.

24/7 access: At Venture X, we provide our members with 24/7 access, to come in and work whenever they need. The 24/7 access is a secured entry to allow members to come in before or after business hours to get work complete. 24/7 access is not used for other purposes such as sleeping, hosting parties or events, or any other purposes besides working.

Mailing: If you elect to receive mail and packages at one of our locations, please keep in mind that the pickup times are from 8:30 am-5:00 pm Monday-Friday, unless you have 24/7 access to the space. Please note that depending on the package size, it can be stored in our private storage for pick up during normal pick-up hours. We agree to hold your package for up to 3 business days after receipt at no charge, however after the 3rd day there will be a \$ 5.00 per package per day continued storage fee. We have no obligation to store such mail or packages for more than thirty (30) days of our receipt or if we receive mail or packages after you terminate your Membership.

Access card and Keys: Do not reveal your account password or transfer your keycard or other access device or credentials to anyone else (or let them use your account). Do not make any copies of any keys, keycards, or other means of entry to our Premises (each, an "Access Device"). You are responsible for maintaining the confidentiality of your password and security of your Access Device.

Venture X Name: Venture X owns a license with rights to use its name, logo, slogan, and all other

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HOUSE RULES

property relating to Venture X. The use of this name and property of Venture X without permission will result in legal actions taken by Venture X.

Other Members: We do not control and are not responsible for the actions of other members. If a dispute arises between members or their invitees or guests, we shall have no responsibility or obligation to participate, mediate or indemnify any party.

Holiday Closings: Regular business hours are 9am to 5pm – Monday through Friday with exception to certain holidays. Members will be notified of closings prior to that day(s). 24/7 Key Holders will continue to have access to the space.

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License Terms



COMPLIANCE

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



POSSESSION AND DELIVERY

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



WORKSPACE USE AND ACCESS

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

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

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

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

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

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

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

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License Terms

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



GOOD CARE

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



COMMON AREAS

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



SHARED FACILITIES

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



KEYS AND SECURITY

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

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License Terms

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

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



NAME AND ADDRESS

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



MAIL AND PACKAGES

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



CONDUCT

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

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



CONFIDENTIALITY

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

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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.