

# 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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# 1

## 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 RailSpur Studios

### Accommodation

1. Signage, Postings, or Wall Hangings. User may not put up any permanent signs on the doors of the Railspur Co-Working Space or anywhere else that is visible from outside the space User is using without written approval from Licensor.
2. Taking Care of Licensor's Property. User must take care of all parts of the Railspur Co-Working Space, the equipment, fittings and furnishings that User uses. User must also take care in the use of the equipment and may not alter any part of it without written approval from Licensor. To ensure that the License Space is clean and in good working order for all users, User hereby agrees, upon expiration of its designated reservation time, that User shall return the License Space, that User had occupied and reserved, to Licensor in the same condition as received
3. Keys and Security. Any keys or entry cards which Licensor provides to User remain Licensor's property at all times. User must not make any copies of the keys and/or entry cards or allow anyone else to use them without Licensor's consent. Any loss must be reported to Licensor immediately and User may be asked to pay a reasonable fee for replacement keys or cards and of changing locks, if required. This rule ensures the security for all other users and licensees of the Licensed Premises. If User is permitted to use the Railspur Co-Working Space outside regular Business Hours, it is the responsibility of User to lock the doors to the Railspur Co-Working Space when they leave. This rule ensures the safety of individuals, tenants, and property at the Licensed Premises.

**Non-Disparagement, Confidentiality, and Non-Disclosure.** Notwithstanding anything to the contrary set forth in these House Rules, the Co-Working License Agreement, this section entitled "Non-Disparagement, Confidentiality, and Disclosure" may not be amended or modified unless agreed to in writing by Licensor and User.

1. Non-Disparagement. During the term of the Co-Working License Agreement and thereafter, User agrees to take no action which is intended, or would reasonably be expected, to harm Licensor, its affiliates or their reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Project. User shall, during and after the participation in and use of the Railspur Co-Working Space, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding

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## HOUSE RULES

the other users of the Railspur Co-Working Space ("**Third Party Users**" or "**Third Party User**"), Licensor or any of Licensor's officers, directors, employees, personnel, agents, policies, services or products, other than to comply with the law.

2. Confidentiality.
3. Critical Nature of Confidentiality. The environment of collegiality, collaboration, energy, and access to resources which Licensor seeks to harness and cultivate in the Railspur Co-Working Space is premised upon common respect, mutual trust, and a commitment to maintain confidentiality and non-disclosure. It is understood that User would not want Third Party Users discussing its ideas, plans, or projects; therefore, User shall not discuss any known ideas, plans, notes, proprietary information or projects of Third Party Users.
4. Consideration for Maintaining Confidential Information. User acknowledges and agrees that during its participation in and use of the Railspur Co-Working Space it may be exposed to Confidential Information of Third Party Users. As a user of the Railspur Co-Working Space, User further acknowledges that Licensor has invested substantial time, money, and effort in developing an environment and services which require special training, and, further, that confidential information necessary to the Licensor's business and User's business has been and will be disclosed to the User, and in consideration of this training and information, and as a material inducement to the Licensor to accept User of the Railspur Co-Working Space, User (including, but not limited to, User's employees, shareholders, members, partners, contractors, officers and directors, and their guests and invitees) agree to maintain the confidentiality with respect to the information learned relating to Third Party Users and the business of Licensor.
5. Confidential Information. "**Confidential Information**" shall mean all information, in whole or in part, written or oral, disclosed, directly or indirectly, through any means of communication or observation that is disclosed by Licensor or any Third Party Users, or any employee, affiliate, or agent thereof that is nonpublic, confidential or proprietary in nature. Confidential Information includes, without limitation, information about business, sales, operations, knowhow, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, Intellectual Property as defined in Section 2(d) below, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of Licensor, any analyses, compilations, studies or other documents prepared by Licensor or otherwise derived in any manner from the Confidential Information and any information that User is obligated to keep confidential or know or have reason to know should be treated as confidential.
6. Intellectual Property. The term "**Intellectual Property**" means tangible

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## HOUSE RULES

embodiments of Intellectual Property Rights, including (1) inventions, processes, methodologies, procedures and trade secrets, (2) software and (3) works of authorship, including documentation, reports, drawings, charts, graphics and other written documentation. The term “**Intellectual Property Rights**” means any and all statutory or common law rights throughout the world in, arising out of, or associated with any of the following: (i) trademarks, service marks, trade names, brand names, logos, slogans, trade dress, and other proprietary indicia of goods and services, whether registered or unregistered, and the goodwill associated with the use of and symbolized by any of the foregoing; (ii) internet domain names registered in any top-level domain by any authorized private registrar or any U.S. or non-U.S. national, federal, state or local governmental, regulatory or administrative authority, agency or commission or any judicial or arbitral body; (iii) copyrights, whether registered or unregistered; (iv) rights in computer software, data, databases, and documentation thereof; (v) trade secrets, and other proprietary know-how, confidential data and information, whether or not patentable; and (v) patents and patent applications.

7. Non-Disclosure.
8. Any Confidential Information concerning any and all Third Party Users, or any aspect of the business of Licensor, User shall hold in complete confidence and not disclose, at any time, any part of such information to anyone other than to the Licensor’s management team, or their designees.
9. Each User’s participation in and/or use of the Railspur Co-Working Space obligates User (including, but not limited to, User’s employees, shareholders, members, partners, contractors, officers and directors, and their guests and invitees) to:
10. Maintain all Confidential Information in strict confidence;
11. Not to disclose Confidential Information to any third parties;
12. Not to use Confidential Information in any way directly or indirectly detrimental to Licensor or any Third Party User, including their guests and customers, participants or users of the Railspur Co-Working Space.
13. Breach. With respect to any breach by User (including, but not limited to, User’s employees, shareholders, members, partners, contractors, officers and directors and their guests and invitees) of the confidentiality provisions set forth in these House Rules, Licensor, and/or affected Third Party User shall be entitled to any and all damages and remedies available and applicable at law or in equity and/or dismissal from participation in the Railspur Co-Working Space.
14. No Rights Created. All Confidential Information remains the sole and exclusive property of Licensor or the respective Third Party User. User acknowledges and agrees that nothing in the Co-Working License Agreement or House Rules, or User’s participation or use of the Railspur Co-Working Space, shall be

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## HOUSE RULES

construed as granting any rights to User, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of Licensor or any Third Party User or user of the Licensor's services.

15. No Snooping. While it is the duty of Third Party Users to protect their information and property it is also forbidden to seek out Confidential Information. Any attempts to access the intellectual property, information, or property of a Third Party User or Licensor without authorization is strictly forbidden. Such activities, at the very least, shall be cause for termination of User's Co-Working License Agreement and dismissal from participation in and use of the Railspur Co-Working Space.
16. Termination of License Agreement. User and Licensor, as applicable, shall (a) promptly upon the termination of the Co-Working License Agreement, and (b) immediately upon the other party's request at any time, destroy the Confidential Information of the other party in its possession or return such Confidential Information to such other party in a medium reasonably requested by such other party, in each case, at the reasonable cost and expense of the party that owns such Confidential Information.
17. Survival. The terms and provisions of this section entitled "Non-Disparagement, Confidentiality, and Non-Disclosure" shall survive the expiration or termination of the Co-Working License Agreement.

### Use

1. Generally. User shall not use the Railspur Co-Working Space in a manner that would interfere with the rights of any other users of the Project or Licensor's service providers.
2. Reservable Spaces. During Business Hours, all conference room and other reservable spaces must be reserved through the Railspur Co-Working intranet reservation system prior to use. The License Space shall be reserved by User in accordance with the reservation protocols found on the Railspur Co-Working intranet reservation system. User hereby acknowledges and agrees that such reservation protocols include a first-come, first-serve policy and metering system, each of which may limit the number of reservations a User may make during a certain period of time.
3. Relocation. Licensor reserves the right to relocate User to an alternate desk, conference room, or other workspace of like quality, character and condition within the Railspur Co-Working throughout the Term.
4. User's Property. Upon completion of User's occupancy of its designated License Space and/or Licensed Premises following expiration and/or termination of its



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## HOUSE RULES

designated reservation time, such User shall, at such User's sole cost and expense, remove from such License Space and/or Licensed Premises, all of User's property (and any property of any guest of User). In the event User fails to remove such property within 24-hours following expiration of its designated reservation time, Licensor shall be entitled to dispose of any property remaining in or on such User's previously designated License Space without any obligation to store such property, and User waives any claim or demand regarding such property or Licensor's handling of such property. User shall be responsible to pay any fees reasonably incurred by Licensor regarding such removal.

5. Video Monitoring and Keycard Access. In consideration of User's use and participation in the Railspur Co-Working Space, User agrees to video and keycard access monitoring of access to and from the Railspur Co-Working Space, as well as the common corridors and stock room within the Railspur Co-Working Space.
6. Duty to Secure and Non-Obstruction. Neither User nor any of its guests shall leave open or prop open any automatically locking corridor doors, exit doors, doors connecting corridors or doors during or after Business Hours. No corridors, halls, elevators or stairways shall be obstructed by User or used for any purpose other than egress and ingress. Except as expressly provided in the Co-Working License Agreement, User can only use public areas with the consent of Licensor and those areas must be kept neat and clean in conformance with any applicable cleaning protocols then in effect in the Railspur Co-Working Space.
7. Conduct and Cooperation. User and guests shall conduct themselves in a business-like manner; shall keep the noise level at a level so as not to interfere with or annoy Third Party Users; and shall abide by directives regarding security, keys, parking and other such matters common to all occupants. User and guests shall refrain from taking phone calls in hallways or common areas.
8. No Alterations. User shall not make any alterations, additions, or improvements to the Railspur Co-Working Space or the Project, including without limitation additional locks or bolts of any kind or nature upon any doors or windows in the Project, and including without limitation installation, removal or realignment of furniture systems.
9. Building Systems. User shall not take any action or permit any guest to take any action that would affect or damage the HVAC, plumbing, fire sprinkler, elevators or other building systems located inside or outside of the Licensed Premises and serving the Licensed Premises or other portions of the Project or any adjacent property.
10. Kitchen Amenities and Common Areas. Please keep the kitchen and common areas clean and tidy. Refrain from leaving personal items in common areas. Any

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## HOUSE RULES

communal items used while in the Railspur Co-Working Space shall be returned by the end of the day.

11. Locks. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Railspur Co-Working Space by User nor shall any changes be made to existing locks or the mechanisms thereof.
12. Risk of Theft. All property belonging to User or guests shall be at the risk of such person only and Licensor shall not be liable for damages thereto or for theft or misappropriation thereof.
13. Smoking. Smoking or use of tobacco products, including the use of electronic cigarettes or vaping, shall be prohibited in all areas of the Project, including open offices, all public areas, conference and training rooms.
14. Pets/Animals. No pets or animals are permitted within the Project or the Railspur Co-Working Space, except only for documented service animals.
15. Trash and Refuse. User shall store and stage all User's waste, refuse, trash and recyclables within User's Licensed Premises or in such enclosure areas as may be designated by Licensor and shall keep the Railspur Co-Working Space in a neat and clean condition. User agrees not to dispose of any refuse other than in containers specified therefor, and if User does so, User shall be liable for the reasonable charge for such removal. User additionally agrees to comply with all legal requirements, whether imposed on Licensor, regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash in the Licensed Premises and cleaning the Licensed Premises. Upon request by Licensor, User shall sort and separate into categories designated by Licensor and shall place in separate receptacles (as may be designated by Licensor) all waste products, garbage, refuse and trash in the Railspur Co-Working Space.
16. Guests and Children. User must be present at all times when hosting guests in the Railspur Co-Working Space. Children must be supervised at all times by User.
17. Residential Lodging. User shall not use the Licensed Premises or any part of the Railspur Co-Working Space for sleeping, lodging, or any other residential purpose.
18. Prohibited Use. User shall not use the Licensed Premises for a salon, massage parlor, spa, or retail sales business.
19. Pets. No pets are permitted in the Project.
20. Filming/Photography/Recording. User is strictly prohibited from filming, photographing, or otherwise recording within the common areas of the Railspur Co-Working Space, including other users, staff, or their guests, without the explicit written consent of both the Licensor and all individuals and parties who may be filmed, photographed, and/or recorded. This prohibition includes, but is not limited to, the use of smartphones, cameras, and any other recording devices for video, audio, or still images. Any filming, photography, or recording,

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including security cameras inside the Licensed Premises must not face and/or capture common areas. Licensor may at any time film, photograph, and/or record within the Project. By signing this Agreement, User waives any right to assert a claim of invasion of privacy or any other claim related to Licensor's and its agents' photography, filming, or recording of the Project in accordance with this Agreement. This waiver extends to any images or recordings that may incidentally capture User, User's personal property or guests.

21. Decorum. User (including, without limitation, User's employees, shareholders, members, partners, contractors, officers and directors, and their guests and invitees) shall be prohibited from participating in any type of harassing, discriminatory or abusive behavior (both verbal and physical) to any Licensor or Third Party Users (including, without limitation, employees, shareholders, members, partners, contractors, agents, representatives, customers, officers and directors, and guests and invitees of Licensor and Third Party Users) for any reason. Any breach of this rule (besides any legal remedies) is a material breach of User's Co-Working License Agreement (not capable of remedy) and User's Co-Working License Agreement may be terminated immediately and services shall be suspended without further notice.

### Services and Obligations

1. Participation In or Use of Services. User acknowledges that it is participating in or using the Railspur Co-Working Space of its own free will and decision. User acknowledges and agrees that Licensor shall not have liability with respect to the availability of services or User's access, participation in, use of the services, or any loss of information resulting from such participation or use.

### Liability

1. Mail. User releases Licensor from any liability arising out of or incurred in connection with any mail or packages received or sent on the User's behalf. User acknowledges that User must be present to accept delivery of any packages.
2. Force Majeure. Licensor shall have no liability to the User under the Co-Working License Agreement if it is prevented from, or delayed in, performing its obligations under the Co-Working License Agreement (including providing access to the Licensed Premises or the Project to the User) or from carrying on its 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 (including but not limited to hurricanes, tropical storms, and flooding), war, riot, civil commotion, malicious damage, disease or quarantine restrictions compliance with any law or governmental order, rule,

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regulation or direction, accident, fire, flood, storm or default of suppliers or subcontractors. Licensor's obligation to perform its obligations shall be suspended during the period required to remove such force majeure event. Licensor shall notify User as soon as reasonably possible of the force majeure event and propose a suitable alternative accommodation (if any) in the Railspur Co-Working Space.

3. Release of Information. Licensor reserves the right at all times to disclose any information about User and/or its participation in and use of the Railspur Co-Working Space as Licensor reasonably deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Licensor's sole discretion.
4. Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR PROVIDES THE SERVICES UNDER THE CO-WORKING LICENSE AGREEMENT "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM WITH RESPECT TO SUCH SERVICES ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES, DUTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT AND LACK OF NEGLIGENCE. ALSO, THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT CONCERNING ANY USE OF SUCH SERVICES. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF PARTICIPATION IN OR THE USE OF, SUCH SERVICES, REMAINS WITH USER.

### **Internet Service**

1. User acknowledges that Licensor is not the generator of Internet Service and that the availability and quality of Internet Service consequently is subject to the provision of the same to the Project by the third party provider(s) responsible for delivering the same to the Project. Licensor shall have no liability for the availability, capacity, quality, continuity or character of service of Internet Service, and no abatement of fees or other penalty shall arise due to, nor shall Licensor have any liability due to any loss, cost, claim, damage or expense arising from the availability, capacity, quality, continuity or character of service of Internet Service or any interruption, deterioration or removal of Internet Service. User acknowledges that the capacity of Internet Service available for use by User (if any) is part of the overall capacity of Internet Service available to the Project for use on a non-exclusive basis in common with all other Users at the Project. User agrees to limit User's use of Internet

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Service to User's reasonable share of the then-existing capacity of Internet Service, and User shall not use Internet Service in a manner that interferes with any other User's or user's use of such Internet Service.

2. By accessing or using Internet Service, User accepts and agrees to comply with all terms and conditions applicable thereto (including any modifications and/or additions thereto provided in connection with accessing or using Internet Service from time to time).
3. User acknowledges and agrees that all information (including, without limitation, data files, written text, computer software, music, audio files or other sounds, photographs, graphics, videos or other images) which User may have access to as a part of, or through User's use of, Internet Service (collectively, "**Content**") is the sole responsibility of the person from whom such Content originated. Under no circumstances shall Licensor be liable in any way for any Content, including, without limitation, any errors or omissions in any Content, or for any loss or damage arising out of or in connection with User's use of the Internet Service (including, without limitation, damages for loss of use, lost profits or loss of data or information of any kind).
4. User is solely responsible for maintaining User's account for the use of Internet Service, and User is fully responsible for all activities that occur under User's account and in connection with User's use of the Internet Service. User agrees to notify Licensor and any third party provider(s) responsible for delivering Internet Service to the Project immediately of any unauthorized use of User's account or any other breaches of security of which User becomes aware. User is solely responsible for, and shall indemnify, defend, and hold harmless Licensor for any Content created, uploaded, posted, emailed, transmitted, displayed or otherwise made available by User via the Internet Service and for any and all consequences of User's use of the Internet Service (including, without limitation, any loss or damage suffered by Licensor arising therefrom or in connection therewith).
5. User agrees not to use the Internet Service to:
6. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
7. impersonate any person or entity or falsely state or otherwise misrepresent User's affiliation with a person or entity;
8. upload, post, email, transmit or otherwise make available any Content that User does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements and/or any Content that infringes any patent,

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- trademark, trade secret, copyright or other proprietary or intellectual property rights of any party);
9. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping) that are designated for such purpose; or
  10. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
  11. User acknowledges, consents to and agrees that Licensor and/or any third party provider(s) responsible for delivering Internet Service to the Project may access, preserve and disclose User's account information associated with the Internet Service if required to do so by applicable legal requirements or in a good faith belief that such access, preservation or disclosure is reasonably necessary to (i) comply with legal process, (ii) comply with the directives of law enforcement officials, (iii) enforce the provisions of the Co-Working License Agreement and/or the terms and conditions applicable to the Internet Service from time to time, (iv) respond to claims that any Content violates the rights of third parties, (v) respond to User's requests for customer service, and/or (vi) protect the rights, property or personal safety of Licensor, any third party provider(s) responsible for delivering Internet Service to the Project, any users of Internet Service, any Users or other occupants of the Project and the public.
  12. User acknowledges and agrees that the Internet Service may include security components that permit digital materials to be protected, and that the use of these materials is subject to such usage rules as may be set by Licensor, any third party provider(s) responsible for delivering Internet Service to the Project, and/or any Content provider(s). User shall not attempt to override or circumvent any of such usage rules, and any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Internet Service, in whole or in part, is strictly prohibited.
  13. USER DISCLAIMS ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR INTERNET SERVICES PROVIDED BY THIRD PARTIES. USER ACKNOWLEDGES THAT NO REPRESENTATION HAS BEEN MADE BY LICENSOR AS TO THE FITNESS OF THE INTERNET SERVICES PROVIDED BY THIRD PARTIES FOR USER'S INTENDED PURPOSE.
  14. ALL USER EQUIPMENT STORED IN THE RAILSPUR CO-WORKING SPACE IS STORED AT USER'S OWN RISK. LICENSOR DISCLAIMS ANY AND ALL LIABILITY FOR SUCH EQUIPMENT AND SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGE TO SUCH EQUIPMENT.

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15. Licensor does not provide any service level agreement to User in regard to provision or loss of service for its Internet Services. Licensor 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 Service, 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.

### **Firearms**

This policy pertains to the presence of firearms in the Project and is designed for the safety and security of our users, tenants, and guests. Licensor as a company and its Project are firearms-free zones. Users and their guests are restricted from bringing firearms onto the Project. No exemption to this policy is allowed for private persons, even those licensed and permitted to carry a firearm. Users or guests who fail to abide by this policy may be asked to leave the premises. A blanket exception to the restrictions described in this policy statement applies only to law enforcement officers and designated military personnel who are on-duty and required to carry firearms in the performance of their duties.

### **Miscellaneous**

Updates to the House Rules. Licensor may from time to time update the House Rules and will provide notice to User of these updates. Continued use of the Railspur Co-Working Space or Services after receipt of such notice will constitute acceptance of the new terms.

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## License Terms



### COMPLIANCE

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



### POSSESSION AND DELIVERY

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



### WORKSPACE USE AND ACCESS

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

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

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

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

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

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

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



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



### GOOD CARE

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



### COMMON AREAS

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



### SHARED FACILITIES

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



### KEYS AND SECURITY

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

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## License Terms

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

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



### NAME AND ADDRESS

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



### MAIL AND PACKAGES

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



### CONDUCT

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

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



### CONFIDENTIALITY

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

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## License Terms

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



### NON-SOLICITATION

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

Either party may solicit or recruit generally in the media.

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



### DAMAGES AND INSURANCE

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

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



### PAYMENT

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

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

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

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

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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.