

DASH License® Monthly Use

1

DEFINITIONS

The who, when, what, how long and how much of the deal.

2

AGREEMENT

The simple statement of what the Guest and Host agree to.

3

HOUSE RULES

Specific rules added by the Host for the Space and the Building.

4

LICENSE TERMS

The License itself. Enough to protect the Guest and Host for short term use of an office.

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DEFINITIONS

AGREEMENT DATE

GUEST:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

SPACE DETAIL:

NAME

SPACE TYPE:

MAX OCCUPANCY:

SIZE (SQ FT):

TERM:

START DATE:

END DATE:
(Optional)

CANCELLATION TERMS

MINIMUM TERM

HOST & BUILDING:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

FEES, DEPOSIT AND TAXES:

Fees shall mean the Setup Charge due at the beginning of the Term and the Monthly Charge due on the Agreement Date for the first month and monthly thereafter, if applicable.

MONTHLY CHARGE

SETUP CHARGE

DEPOSIT

TAXES

MARKETPLACE SERVICE:

Licenses with no End Date automatically renew after the Minimum Term.

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DEFINITIONS

AGREEMENT DATE

shall mean the date the reservation is booked through the Service;

CANCELLATION TERMS

shall mean the Flexible Cancellation Terms described in the section entitled "**Cancellation**" below;

HOST

shall mean the Host and the Host's email and address shall have the values set by the Host in the Host's Profile as of the Agreement Date;

"GUEST" OR "YOU"

shall mean the Guest and the Guest's email and address shall have the values set by the Guest in the Guest's Profile as of the Agreement Date;

SPACE

shall be the Space the Guest reserves by booking a reservation through the Service;

MAXIMUM OCCUPANCY

shall be the value set by the Host in the Profile for the Space as of the Agreement Date;

BUILDING

shall be the Building in which the Space is located as set by the Host in the Profile for the Space as of the Agreement Date;

TERM

shall mean the period of time beginning on the Start Date and ending on the later of the End Date, if specified, or the Minimum Term number of months after the Start Date of the reservation specified by the Guest and authorized by the Host;

FEES

shall mean the "**Setup Charge**" due at the beginning of the Term and the "**Monthly Charge**" and "**Incidentals**" due on the Agreement Date for the first month and monthly thereafter, if applicable as set by the Host in the Profile for the Space as of the Agreement Date;

DEPOSIT

shall be equal to the Monthly Charge for one month unless otherwise specified in the House Rules by the Host as of the Agreement Date;

TAXES

shall be the taxes set by the Host and collected by the Marketplace Service on the Host's behalf;

MARKETPLACE SERVICE

shall mean the LiquidSpace service.

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DIRECT AGREEMENT FOR SPACE HOSTING (DASH) LICENSE

This DASH (Direct Agreement for Space Hosting) License (this "Agreement") is made as of the Agreement Date between the Host and the Guest for use of the Space located in the Building.

The Host and Guest agree as follows:

LICENSE

Subject to the terms and conditions of this Agreement, the Host grants Guest a non-transferable license to occupy and use the Space in the Building (the "**License**") during the Term and the Guest accepts such License.

TERM

The **Term** shall be the period of time that begins on the Start Date and ends on the later of the End Date, if specified, or Minimum Term number of months after the Start Date. If no Minimum Term is specified, the Minimum Term shall be one month.

HOUSE RULES

During the Term, the Guest agrees to accept the terms, conditions, and policies provided by the Host relating to the use of the Space, including building security procedures, IT access and use procedures, maximum occupancy limitations, specific state law requirements and other terms or procedures provided by the Host (the "**House Rules**") above. The House Rules may be revised and amended by the Host without the prior consent of the Guest; provided that Host shall provide Guest with notice of such revisions and/or amendments. In the event of a conflict between this Agreement and the House Rules, the House Rules shall govern and control.

PAYMENT

The Guest agrees to pay the Fees, Deposits, and Taxes for use of the Space to the Host or to the Marketplace Service on behalf of the Host.

DEFINITIONS

Capitalized terms used and not otherwise defined in this Agreement or the Exhibit and Schedules shall have the meanings set forth in the Section entitled "Definitions" below.

ENTIRE AGREEMENT

This Agreement (including the Exhibits) constitutes the entire agreement between the Host and the Guest regarding the use of the Space and supersedes any prior agreements between the Host and Guest relating to Guest's use of the Space.

House Rules for Arc Beverly

Club Rules

Beverly Hills

As of November 2024

Eligibility

Spring Place membership is offered, subject to the Membership Committee's sole discretion and all other applicable rules, to persons who are at least 21 years old on or before the date accepted as a member of Spring Place. By submitting your application for Spring Place membership, you agree to be bound by the terms and conditions of this Membership Agreement, you represent and warrant to us that you are at least 21 years old and that you are authorized to enter into this agreement. Management reserves the right to ask you to present valid identification including, without limitation, government issued picture ID, upon admittance to Spring Place.

Membership Types

Community

This social membership provides access to all communal and lounge areas inclusive of our restaurant, bar, and rooftop, along with access to our programming and entertainment events.

Local

In addition to all of the privileges of our Community membership, this workspace membership provides access to our open-environment workspaces and hot-desks, plus one free hour of cabinet room bookings daily and complimentary phone booth usage, printing, scanning, copying, and mail service.

Resident

In addition to all of the privileges of our Local membership, this workspace membership provides the member with an assigned desk, where one can leave their monitors, computers, etc., located in our private workspace exclusive to Resident members only.

Private Offices

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HOUSE RULES

In addition to all of the privileges of our Community membership, Private Office Members enjoy the benefits of a dedicated private office space, plus one free hour of cabinet room bookings daily and unlimited complimentary phone booth usage, printing, scanning, copying, and mail service.

Membership Terms & Renewal

Community (Annual)

Community (Annual) Memberships are billed annually and begin on the membership start date. Membership renewals are automatic and take place on an annual basis after each membership term. Community (Annual) Memberships are non-refundable and cannot be placed on pause.

Community (Monthly)

Community (Monthly) Memberships are paid upfront for the first month and begin on the membership start date. Membership renewals are automatic on a month-month basis, billed on the first of every month thereafter. Community (Monthly) Memberships are non-refundable and have a 3-month minimum term.

Local (Annual)

Local (Annual) Memberships are billed annually and begin on the membership start date. Membership renewals are automatic and take place on an annual basis after each membership term. Local (Annual) Memberships are non-refundable and cannot be placed on pause.

Local (Monthly)

Local (Monthly) Memberships are paid upfront for the first month and begin on the membership start date. Membership renewals are automatic on a month-month basis, billed on the first of every month thereafter. Local (Monthly) Memberships are non-refundable and have a 3-month minimum term.

Resident

Resident Memberships are paid upfront for the first month and begin on the membership start date. Membership renewals are automatic on a month-month basis, billed on the first of every month thereafter. Resident Memberships are non-refundable and have a 3-month minimum

Private Offices

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Private Office Memberships are paid upfront for the first month and begin on the agreement's start date. Private Office payments are due on a month-month basis, due on the first of every month thereafter. Private Office payments are non-refundable.

Membership Fees & Deposits

Upon acceptance, a non-refundable initiation fee of \$500.00 plus sales tax will be charged for all memberships

Any applicable membership fees will be charged either annually or monthly based on your membership type. Monthly membership fees will be billed on the 1st of every month. Fees will be charged on an automated recurring basis. Failure to maintain adequate credit card authorization or ACH transfer after being notified by Management will result in immediate membership suspension and in the member not being admitted to Spring Place.

Payment

Members are responsible for settling any open balance incurred during each visit to Spring Place. Members shall assume responsibility for open balances of their guests and authorize Spring Place to charge the credit card or ACH attached to their account for any balance left unpaid. Members must maintain a valid form of payment on file with Spring Place. Outsourced services and products will be posted to the Member's account as well as any unpaid charges.

Membership Change & Cancellation

In order to discontinue, pause, or change any membership type, members must provide the club with a 30-day written notice (prior to their next renewal date for members on annual payment plans). Within that time, all outstanding balances must be settled and any keys or other Spring Place property returned. Membership changes are entirely up to the Membership Committee's sole discretion.

The Membership Committee reserves the right to revoke the membership of any member, at any time, at its sole discretion without providing a reason.

Member Access & Check-In

Members are required to check-in at the front desk upon every arrival in order to

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gain access to the Club.

Spring Place will provide each member with access credentials for its Spring Place App (iOS or Android) and website members' portal upon admittance. The Spring Place app and members' portal is for members only. Should a non-member attempt to use a member's credentials at any point, the membership will be suspended immediately and reviewed by Management.

Private Offices

Spring shall maintain absolute control over all private office spaces and may substitute other private office spaces within Spring's premises for this office of similar size. Spring shall have the right to access the private office spaces at any time, including for maintenance, repairs and cleaning, or emergencies. All private office agreements are subject and subordinate to the lease between Spring and its landlord and the interests to which such lease is subject and subordinate.

Visitor Policy

Each member is permitted to host up to 3 guests in the social areas or the club at a time. Should members wish to entertain more than 3 guests at a time, members can book a conference room or request a table reservation.

Guests will not be permitted into the coworking and designated desk areas of the club at any point. Should members wish to entertain their guests in the coworking space, members can reach out to the Membership team to inquire about Workspace Day Passes available for purchase.

All guests must sign in at the front desk upon arrival before being granted access to the Club. Guests of members will not be granted access to the club until the hosting member is present on-site. Members must remain with their guests at all times. Members are fully responsible for the conduct and behavior of their guests and for all facilities used by them in the Club.

Members should employ fair and proper usage when inviting guests. If the same guest is in the space with a frequency that Management considers to be excessive, the guest may be refused further entry or may be invited to apply for a membership. As a guidance, more than 4 visits a month will be generally considered excessive.

Parking (*Beverly Hills only*)

On-site valet parking is mandatory for all members. Members and guests must utilize valet parking and shall not park on residential side streets while visiting members at

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the Club. Parking fees and hours may vary. Please consult the front desk.

Children

Beverly Hills

Spring Place Beverly Hills is strictly 21+ for all guests of members. Spring Place reserves the right to deny entry into the club for any guest of a member under the age of 21.

New York

Guests of members who are under the age of 21 are welcome to dine on the terrace or in the restaurant at Spring Place New York. Guests of members who are under the age of 21 are strictly prohibited from all bar spaces. Members are solely responsible for their guests and must ensure that they are accompanied at all times while on-site at Spring Place.

Pets

No pets will be permitted in the space with the exception of certified service animals. For the avoidance of doubt, this does not include emotional support animals.

Dress Code & Attire:

As a premier business club, Spring Place enforces a business casual dress code. Sandals, men's shorts, and gym wear are not permitted in the space. Members are responsible for informing their guests of these standards before arrival and will be fully responsible for their appearance. Admittance will not be granted to any member or guest should they not adhere to the dress code.

Food & Beverage

No outside food or beverage will be permitted inside the club.

Smoking Policy

New York

In compliance with New York Government Article 13-E, Spring Place holds a No-Smoking Policy. No smoking will be permitted inside at any time. Please inquire with the Club regarding designated smoking areas if available. All smoking must be at least 20 feet away from any public entrance. All Members and their guests are to

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respect the wishes of other Members and their guests regarding smoking and to refrain from doing so when requested. Please note that our no-smoking policy also prohibits the use of electronic nicotine delivery systems (also known as e-cigarettes, e-cigars, e-hookahs, and e-pipes) anywhere that tobacco smoking is prohibited.

Beverly Hills

In compliance with California Government Code Sections 7596–7598, Spring Place holds a No-Smoking Policy. No smoking will be permitted inside at any time. The designated smoking area is on Spalding Drive. All smoking must be in compliance with City of Beverly Hills regulations. Further, all Members and their guests are to respect the wishes of other Members and their guests regarding smoking and to refrain from doing so when requested. Please note that our no-smoking policy also prohibits the use of electronic nicotine delivery systems (also known as e-cigarettes, e-cigars, e-vapes, e-hookahs, and e-pipes) anywhere that tobacco smoking is prohibited.

Mobile Phones, Noise Level & Audio Visual

Spring Place members should be mindful of and courteous towards neighboring members and guests while on-site. Taking or making phone calls in the workspace areas is not permitted. Members are encouraged to conduct calls and video meetings in designated areas, including our complimentary phone booths. Any audio should be enjoyed with headphones.

Spring Studios (New York only)

All studio spaces in the building are private and members are not permitted to enter.

Photos, Social Media & Press

Camera, video and recording devices are prohibited at Spring Place. Spring Place reserves the right to take ownership of any recordings or images used or taken while on the premises. Spring Place has a strict no social media and press policy. No individual Member or guest should post or disclose any private or unauthorized information or image to any social platforms or press outlets at any time. It is the Membership Committee and Management's full discretion to determine what is appropriate and what is not. Noncompliance may lead to Membership suspension or termination. Sharing unauthorized information about Spring Place on social media or with the press including, without limitation, identity of any member or guest, is strictly prohibited and grounds for Membership termination.

Spring Place reserves the right to make recordings or images from time to time for

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the use of promoting the club. Spring Place does so at its sole discretion and without prior notice to members. Spring Place will make an effort to display appropriate signage if recordings occur. All members provide Spring Place with the irrevocable right to use such recordings or pictures in its communication.

Confidentiality

Both Members and staff are held to strict confidentiality standards regarding Members, guests, any event taking place at Spring Place. Any information acquired while at Spring Place's premises must be kept in the strictest confidence and in conformance with our privacy policy. Please respect the privacy of other individuals and events in the building and refrain from entering in spaces that have been hired. These include, without limitation, conference rooms, private dining and studio spaces.

Beverly Hills: Notwithstanding upon request from the City of Beverly Hills, Spring Place is required to provide its membership list (includes names, addresses, etc.) to the City of Beverly Hills. Spring Place shall not share personal financial information with the City. Members consent to this required disclosure.

Appropriate Conduct

Spring Place holds sole discretion of entry of any Member or guest. Should the activities of any Member or guest be determined illegal, disruptive, inappropriate or potentially a legal or reputational liability inconsistent with the Terms & Conditions of the Membership Agreement, Spring Place reserves the right to refuse service or entry or to expel such Member or guest from the premises. Conduct conflicting with the terms and conditions set forth herein may result in termination of Membership. Management reserves the right to refuse service and escort patrons off premises at any time for any reason or no reason. No harassment will be permitted at Spring Place. Any such harassment shall be immediately reported to Spring Place Management. If the complaint is justified, the offending party's Membership may be immediately terminated. Members may not disseminate any information related to Spring Place or its Members or their guests that in any manner violates the statutory or common law privacy rights of other Members or their guests.

Membership Property

While the environment of our club is relaxed and unsuspecting, Spring Place is not liable for any missing or stolen property. Members will be solely responsible for the safety, partial or total loss, damage, theft and security of their personal belongings and those of their guests.

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HOUSE RULES

Lockers and Storage

Spring Place may provide Lockers and/or Storage Cages to members for a monthly fee. Spring Place does so at its sole discretion. No members shall be entitled to any specific Locker and/or Storage Cage and Spring Place reserves the right to revoke access to a Locker and/or Storage Cage access at any time without notice. Spring Place shall not be liable for any property stored at its facilities. Agreements regarding Locker and/or Storage Cage end automatically at the end of one's membership or in case of non-payment of storage fees. At this time, members shall have 1 week to pick up their property and return keys, after which all property will be donated or discarded.

Mail Services

Local, Resident and Private Office Members may receive personal letters and small packages to the Spring Place address in common amounts (i.e. fewer than 3 pieces of mail / packages per day and per member, no package above 50 lb shall be accepted). Personal mail is defined as any mail addressed to the member directly and/or up to one (1) affiliated company. It is the Member's responsibility to inquire and retrieve such mail.

Community Members may receive letters or packages only if they have previously signed up for mail handling as a product at an additional cost, which implies the same conditions as above. Mail for Community Members without payment for such a product will be immediately returned to sender, donated or destroyed.

Personal Information & Change of Address

We require all active members of Spring Place to have on file current information including: Full Name, Photo, Date of Birth, Email Address, Contact Address, Phone Number and a valid credit card. Members are responsible for promptly updating their personal contact information with Spring Place in order to receive any notices and up-to-date information.

No Tenancy

Membership does not imply tenancy and therefore, in no event shall a landlord-tenant relationship between Spring Place and a member be deemed. Nor shall any member have any rights as a tenant.

Beverly Hills Business Tax Registration:

The City of Beverly Hills requires that each member of Spring Place shall comply with

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HOUSE RULES

the Business Tax Registration requirements set forth in Title 3, Chapter 1, Article 2 of the Municipal Code. Please note that Spring Place is not responsible for your Business Tax Registration.

We encourage you to verify your registration status with the City and ensure you are complying upon commencement and for the duration of your membership. For questions, please contact the City directly at (310) 285-2424, via email businesstax@beverlyhills.org or go to www.beverlyhills.org/departments/finance/businesstaxlicense.

Limitation of Liability

To the maximum extent permitted by applicable law, Spring Place shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, without limitation, damages for intangible losses, resulting from: (a) any use or inability to use Spring Place's facilities including, without limitation, disruption arising from any cause; or (b) unauthorized access to or alteration of your personal information or membership data. If we are adjudged to be liable by a court or other body of competent jurisdiction to you for any reason whatsoever, you agree and understand that you may not recover damages in excess of the amount of membership fees that you actually paid to us during the year in which the event occurred that gave rise to our liability. The limitations of liability contained in this paragraph are a material part of our agreement to provide Club membership to you.

Release and Indemnity

Members agree to release, waive, discharge, defend, indemnify, and hold Spring Place, its subsidiaries, affiliates, officers, employees, agents, representatives, Members and other third parties harmless from all liabilities, losses, damages, costs, and expenses (including attorneys' fees) on account of any claim, suit, action, demand, or proceeding made or brought against any such party, or on account of the investigation, defense, or settlement thereof, arising in connection with your Membership in Spring Place, your use of Spring Place's facilities, and/or your violation of this Membership Agreement, any law or the rights of any third party.

Severability; conflict:

If a court or an arbitrator of competent jurisdiction determines that any provisions, terms or conditions of this Membership Agreement are illegal, unenforceable, or invalid in whole or in part for any reason, the remaining provisions (or portions of them) and obligations shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law. If there is a conflict between the provisions of Spring Place's Membership Application and this Membership

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HOUSE RULES

Agreement, the terms of this Membership Agreement shall prevail.

Waiver

The failure of Spring Place to insist upon strict adherence to any term of this Membership Agreement on one or more occasions shall not be considered to be a waiver or deprive Spring Place of the right thereafter to insist upon strict adherence to such term or any other term of this Membership Agreement. In order to be effective, any waiver must be in writing, signed by a duly authorized agent of Spring Place and delivered to the Member.

Force Majeure

Spring Place shall not be liable to any Member, nor may Spring Place be deemed to have defaulted under or breached this Membership Agreement, for any failure or delay in fulfilling or performing any term of this Membership Agreement or any services hereunder due to any of the following causes beyond Spring Place's reasonable control: (i) acts of God, (ii) flood, fire or explosion, (iii) war, invasion, riot, terrorism, or other civil unrest, (iv) actions, embargoes or blockades in effect on or after the date of this Membership Agreement, (v) action by any governmental authority, (vi) national or regional emergency, (vii) strikes, labor stoppages or slowdowns or other industrial disturbances, (viii) shortage of adequate power or transportation facilities, (ix) wide-spread health emergencies such as epidemics or pandemics, or (x) any other event that is beyond the reasonable control of Spring Place.

Updates to Rules

The Membership Agreement, Club Rules, levels of membership and included benefits may be subject to change in the future at any time at the discretion of Spring Place's Management. Spring Place will communicate any changes to club rules via our website or by other means of communication.

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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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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.