

DASH License[®] Monthly Use

1

DEFINITIONS

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

2

AGREEMENT

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

3

HOUSE RULES

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

4

LICENSE TERMS

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

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

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DEFINITIONS

AGREEMENT DATE

GUEST:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

SPACE DETAIL:

NAME

SPACE TYPE:

MAX OCCUPANCY:

SIZE (SQ FT):

TERM:

START DATE:

END DATE:
(Optional)

CANCELLATION TERMS

MINIMUM TERM

HOST & BUILDING:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

FEES, DEPOSIT AND TAXES:

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

MONTHLY CHARGE

SETUP CHARGE

DEPOSIT

TAXES

MARKETPLACE SERVICE:

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

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DEFINITIONS

AGREEMENT DATE

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

CANCELLATION TERMS

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

HOST

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

"GUEST" OR "YOU"

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

SPACE

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

MAXIMUM OCCUPANCY

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

BUILDING

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

TERM

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

FEES

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

DEPOSIT

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

TAXES

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

MARKETPLACE SERVICE

shall mean the LiquidSpace service.

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DIRECT AGREEMENT FOR SPACE HOSTING (DASH) LICENSE

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

The Host and Guest agree as follows:

LICENSE

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

TERM

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

HOUSE RULES

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

PAYMENT

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

DEFINITIONS

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

ENTIRE AGREEMENT

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

House Rules for Venture X Dallas – Braniff Center

Terms of Use

1. Acceptance of Terms. The Services (defined below) that Venture X provides to you, the undersigned (hereinafter referred to as “you” or “your”), are subject to the foregoing terms and obligations and the following terms of use.

Venture X reserves the right to update the terms of this Terms of Use at any time. Venture X will attempt to contact you to notify you of any updates within thirty (30) days of their enactment using the contact information provided in this Agreement.

2. Description of Services.

Venture X may provide you with access to office space, work stations, Internet access, office equipment, conference space, knowledge resources, and other services as Venture X may provide from time to time (collectively, “Services”). The provision of the Services by Venture X are at all times subject to the terms of this Agreement. Venture X reserves the right to charge an additional fee if the Member’s requested Services are beyond Venture X’s normal scope of services, in Venture X’s sole discretion.

3. No Unlawful or Prohibited Use; Compliance with Laws.

You agree not to use the Services for any purpose that is unlawful or prohibited by this Agreement.

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HOUSE RULES

You may not use the Services in any manner that could damage, disable, overburden, or impair any Venture X server, or the network(s) connected to any Venture X server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, accounts, computer systems or networks connected to any Venture X server or to any of the Services, through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms of this Agreement and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

You must comply with all relevant laws and regulations in the conduct of your business. You must not do anything that may interfere with the use of the Premises by the staff or other members (including but not limited to political campaigning or immoral activity), cause any nuisance or annoyance, or cause loss or damage to Venture X (including damage to reputation) or to the owner of any interest in the Premises.

4. Restrictions on Use. Venture X reserves the right to restrict your use of the Premises and the Services, from time to time, to host special events. To the extent Venture X exercises its right under this Section 4, it shall notify you at least one week prior to the occurrence of the special event. Such notification shall include the exact time period for which you will be restricted from accessing the Premises and the Services and any other relevant information relating thereto.

5. Use of Services. You agree that when participating in or using the Services, you will not:

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HOUSE RULES

- a. Use the Services in connection with contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited message (commercial or otherwise);
- b. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- c. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through the Services;
- d. Upload, reproduce, use or otherwise make available, files that contain images, photographs, software or other material or information that infringes another party's rights or is protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;
- e. Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- f. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- g. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- h. Restrict or inhibit any other user from using and enjoying the Services;

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HOUSE RULES

- i. Violate any code of conduct of other guidelines which may be applicable for any particular Service (including The House Rules);
- j. Harvest or otherwise collect information about others, including e-mail addresses, without the authorization or consent of the disclosing party;
- k. Violate any applicable laws or regulations;
- l. Create a false identity for the purpose of misleading others;
- m. Operate a business that competes with Venture X;
- n. Use the address of the Premises as Member's registered office address unless it is permitted by applicable law and Member obtains Venture X's prior written consent. Member acknowledges that if Member is permitted to use the Premises' address, Member agrees to pay an additional fee for such service. Venture X has no obligation to store Member's mail or packages for more than thirty (30) days after the termination of Member's membership;
- o. Use the Premises for purposes other than commercial office space;
- p. Allow for frequent visits from others who are not a "Member's Additional User" disclosed in this Agreement.
- q. Obstruct any entranceway, create any circumstances of disrepair or damage any of Venture X's property or the Premises;

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HOUSE RULES

- r. Bring any pets onto the Premises, unless it is a service animal;
- s. Use cellular phones or other communication devices in a manner that will be disruptive to other members. In the interest of maintaining a peaceful environment, Venture X requests that all members and visitors turn their phones to vibrate while in the Premises. We also ask that members use headphones, phone booth areas or meeting rooms for calls longer than three minutes;
- t. Exceed the following usage limitations in relation to the shared conference space: You may not have more than twelve (12) individuals total in the Runway 7 and Runway 21 large conference rooms, and eight (8) individuals total in the Control Tower Meeting Room. You acknowledge that all monthly allotments of conference space usage included with memberships, as well as purchases of additional usage, are subject to availability of the conference space. Unused time does not roll over or accrue from month to month. You must check-in to your conference room booking to ensure the booking is not automatically cancelled by Venture X's software;
- u. You agree to follow additional regulations or guidelines that may arise due to unforeseen circumstances such as a global pandemic, emergency or other necessary circumstances. These regulations or guidelines will be distributed through one or more of Venture X's communication channels such as Slack, email, Venture X's website, and/or postings in the Premises;
- v. You shall not, without the prior written consent of Venture X, store, or operate in the Premises any servers or other large business machines (excepting one personal computer per person), reproduction equipment, heating equipment, stove, stereo equipment, mechanical amplification equipment, vending or coin operated machine, refrigerator or coffee equipment, or conduct a mechanical or manufacturing business therein, do any cooking therein, or use or allow to be used in the Premises, oil burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed hazardous on account of fire or any explosives shall be brought into the Premises. No offensive gases, odors or liquids will be permitted. The carrying of deadly weapons is prohibited;

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HOUSE RULES

w. You shall use the electrical current for typical office purposes only, unless you obtain Venture X's prior written consent, to be granted in its sole discretion, and at an agreed additional fee. If you require any special installation or wiring for electrical use, telephone or internet equipment or otherwise, you must obtain Venture X's prior written consent, in its sole discretion, and, and such installation or wiring shall be completed at your sole expense by the personnel or contractor designated by Venture X. In addition, and only after Venture X provides consent for such installation, you must also permit a Venture X representative to oversee any such installations and to verify that such installations do not interfere with the use of the Services by other members or violate any obligations between Venture X or any landlord of the Premises.

x. You shall not remove or tamper with any furniture, phones, equipment, fixtures or decorative materials that do not belong to you. Movement of furniture, office equipment, bulky material, merchandise or materials which require use of elevators or stairways, or movement through the building entrances or lobby in which the Premises is located, will be conducted under Venture X's supervision at such times and in such a manner as Venture X may reasonably require. You are responsible for providing proof of insurance and will be liable for all damages to the furniture, fixtures and equipment moved, and for injury to anyone as the result of such move, including Venture X's personnel. You will be responsible for any damages resulting from the above including, but not limited to, damage to the Premises' equipment and systems. In no cases shall items of furniture, fixtures, or equipment be moved into or out of the Premises or in any common area during such hours as are normally considered rush hours to an office building, i.e., 8:30–9:30 A.M., 11:00 A.M.–1:00 P.M. and 4:00–6:30 P.M. Professional Moving companies may be required;

y. You shall, before leaving Member's Space unattended for an extended period of time, close and securely lock all doors and shut off all lights and other electrical apparatus in such space. Any damage resulting from failure to do so shall be your sole responsibility. Keys and security passes remain the property of Venture X at all times, must be returned to Venture X upon termination of this Agreement, and may not be duplicated by Member. Upon the termination of Services, you shall deliver to Venture X all keys and passes for offices, rooms, and toilet rooms which shall have been furnished to Member. In the event of the loss of any keys so furnished, you shall pay Venture X to obtain replacements;

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z. You shall not canvas, solicit and peddle in the Premises. You shall not solicit other members for any business or other purpose without Venture X's prior written approval. You shall not offer any Services that Venture X offers to its members or resell any services offered by Venture X;

aa. You will not use any images of the Premises in any way in connection with your business;

bb. You will not conduct any activity within the Premises which in Venture X's sole judgment or the judgment of the Premises' landlord will create excessive traffic or is inappropriate to a shared office environment; and

cc. If you occupy one or more cubicles in view of any common areas, you are required to keep the areas clear and clean. All boxes and filing cabinets should be stored in an orderly fashion and out of view of the common areas.

6. Disclosure. Venture X reserves the right at all times to disclose any information about you, your participation in and use of the Services as Venture X deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

7. Confidentiality.

a. You agree that the terms of this Agreement are confidential. You may not disclose the terms of this Agreement without Venture X's prior written consent unless required to do so by law or authority with applicable jurisdiction. This obligation survives the termination of this Agreement for a period of three (3) years.

b. You acknowledge and agree that during your participation in and use of the

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Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by Venture X, or any participant or user of the Services or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature.

Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of Venture X, any analyses, compilations, studies or other documents prepared by Venture X or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or have reason to know should be treated as confidential.

- c. Your participation in and/or use of the Services obligates you to
 - I. maintain all Confidential Information in strict confidence;
 - II. not disclose Confidential Information to any third parties;
 - III. not use the Confidential Information in any way that is directly or indirectly detrimental to Venture X, or any participant or user of the Services.

d. All Confidential Information remains the sole and exclusive property of Venture X or the respective disclosing party. You acknowledge and agree that nothing in this Agreement or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of Venture X, or any participant or user of the Services.

- 8. Participation In or Use of Services. You acknowledge that you are

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participating in or using the Services at your own free will and decision. You acknowledge that, to the maximum extent permitted by applicable law, Venture X is not liable for any loss or damage, including without limitation any loss or damage arising as a result of Venture X's failure to provide a service as a result of mechanical breakdown, strike or other event outside of Venture X's reasonable control, unless caused by Venture X's willful misconduct. In no event shall Venture X be liable for any loss or damage until you provide written notice to Venture X and Venture X has a reasonable time to cure. As a member, you are liable for any damage caused by you or your employees, guests, agents, or invitees.

9. Disclaimer of Warranties.

VENTURE X PROVIDES THE SERVICES "AS IS" AS A SERVICE AND NOT AS A LEASE OF REAL PROPERTY, AND DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE. IN ADDITION, THERE IS NO WARRANTY OF TITLE, QUIET ENJOYMENT OR POSSESSION. THE ENTIRE RISK OF PARTICIPATING IN OR USING THE SERVICES, REMAINS WITH YOU.

IN NO EVENT SHALL VENTURE X BE LIABLE FOR DAMAGES, NOR SHALL THE PAYMENTS DUE HEREUNDER BE ABATED OR SUBJECT TO OFFSET OR DEDUCTION FOR FAILURE TO FURNISH OR ANY DELAY IN FURNISHING ANY UTILITY SERVICES NOR SHALL THE TEMPORARY FAILURE TO FURNISH ANY OF SUCH SERVICES BE CONSTRUED AS A TERMINATION OF YOUR MEMBERSHIP OR RELIEVE YOU FROM THE DUTY OF OBSERVING AND PERFORMING ALL OF THE PROVISIONS OF THIS AGREEMENT, PROVIDED, HOWEVER, VENTURE X SHALL MAKE ALL REASONABLE EFFORTS TO PROMPTLY RESTORE SUCH SERVICES TO THE PREMISES.

10. Exclusion of Incidental, Consequential and Certain Other Damages.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VENTURE X OR ITS SUBSIDIARIES (WHETHER OR NOT WHOLLY-OWNED), AFFILIATES, DIVISIONS, OR THEIR PAST, PRESENT AND FUTURE OFFICERS, AGENTS,

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HOUSE RULES

SHAREHOLDERS, MEMBERS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS, JOINTLY OR INDIVIDUALLY, BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE), NEGLIGENCE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE PARTICIPATION IN OR INABILITY TO PARTICIPATE IN OR USE OF THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF VENTURE X, AND EVEN IF VENTURE X HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Limitation of Liability and Remedies.

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF VENTURE X OR ITS SUBSIDIARIES (WHETHER OR NOT WHOLLY-OWNED), AFFILIATES, DIVISIONS, AND THEIR PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SHAREHOLDERS, MEMBERS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY YOU BASED ON REASONABLE RELIANCE UP TO TEN DOLLARS (USD \$10.00). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 9 AND 10 ABOVE) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

12. Indemnification. You release, and hereby agree to indemnify, defend and save harmless Venture X and the Venture X's subsidiaries (whether or not wholly-owned), affiliates, divisions and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent

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actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this Agreement, you shall be liable for any attorneys' fees and costs incurred by Venture X or its respective officers and agents in connection with the defense of such claim or lawsuit.

13. Insurance. You will carry liability and business personal property insurance. As a user, it is strongly suggested that you carry a renters insurance policy to cover your own equipment while using Venture X's space.

14. IT Services and Obligations. Venture X has security internet protocols in place and strives to provide seamless internet connectivity; however VENTURE X DOES NOT MAKE ANY REPRESENTATION AND CANNOT GUARANTEE ANY MAINTAINED LEVEL OF CONNECTIVITY TO VENTURE X'S NETWORK OR TO THE INTERNET, NOR THE LEVEL OF SECURITY PROVIDED. You should adopt whatever security measures (such as encryption) you believe is appropriate for your business. If you experience reduced internet connectivity that is within Venture X's reasonable control, your sole and exclusive remedy is to provide Venture X written notice and to allow Venture X reasonable time to cure following the receipt of your written notice from Member to Venture X.

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

15. Internet Policy. You acknowledge that Venture X is not responsible for any data, business or other losses as a result of any network or internet interruptions. You are responsible to protect your own computer and data from electrical surges, theft, virus, or other malicious attack. Unless otherwise set forth by Venture X in writing, you are receiving a single user account solely for your use of the Services through one unit per login session. You agree not to resell any aspect of the Service, whether

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for profit or otherwise, share your IP address or ISP Internet connection with anyone, access the Service simultaneously through multiple units or to authorize any other individual or entity to use the Service. You agree that sharing the Service with another party breaches this Agreement and may constitute fraud or theft, for which Venture X reserves all rights and remedies. You have no proprietary or ownership rights to a specific IP or other address, log-in name, or password that you use on our network. Venture X may change your address, log-in name or password at any time. Venture X will assign you an IP address each time you access the Service, and it will vary. You may not assign your log-in name, password or IP address to any other person. You agree not to use the Service, or any Venture X or related network or website for any fraudulent, unlawful, harassing or abusive purpose, or so as to damage or cause risk to our business, reputation, employees, subscribers, facilities, or to any person. Improper uses include, but are not limited to, the following:

- a. Violating any applicable law or regulation;
- b. Posting or transmitting content you do not have the right to post or transmit;
- c. Posting or transmitting content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other right;
- d. Posting or transmitting content that is unlawful, untrue, stalking, harassing, libelous, defamatory, abusive, tortious, threatening, obscene, hateful, harmful, or otherwise objectionable as determined in Venture X's sole discretion;
- e. Attempting to intercept, collect, or store data about third parties without their knowledge or consent;
- f. Deleting, tampering with or revising any material posted by any other person or entity;

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- g. Accessing, tampering with or using non-public areas of the Service or any Venture X or related website, computer systems, or network;
- h. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
- i. Attempting to access or search the Service or any Venture X or related network or website with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by Venture X or other generally available third-party web browser;
- j. Sending unsolicited messages, including without limitation, promotions or advertisements for products or services, "pyramid schemes", "spam", "chain mail" or "junk mail";
- k. Using the Service or any Venture X or related website or network to send altered, deceptive or false source-identifying information;
- l. Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service or any Venture X or related website or network;
- m. Interfering or attempting to interfere with the access of any user, host or network, including without limitation, sending a "virus" to the Service or any Venture X or related website or network, overloading, "flooding," "spamming," "crashing," or "mailbombing" the Service or any Venture X or related website or network; or
- n. Impersonating or misrepresenting your affiliation with any person or entity.

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16. Additional Membership Policies. You furthermore agree to the following additional terms of use:

a. You shall not place anything, or allow anything to be placed, in the common areas of the Premises, or near the glass or any window, door, partition or wall which may in Venture X's sole judgment, appear unsightly from the common areas or from the outside of the building in which the Premises are situated;

b. You shall not obstruct or use for any purposes other than for ingress and egress from the Premises, the sidewalks, halls, passages, exits, entrances, and stairways of the building in which the Premises are situated. The halls, passages, exits, entrances, stairways, etc., are not for the use of the general public and Venture X shall, in all cases, retain the right to control and prevent access thereto by all persons whose presence in the reasonable judgment of Venture X shall be prejudicial to the safety, character, reputation and interests of the Premises. Neither you nor any of your employees or invitees shall go upon the roof of the building in which the Premises are situated;

c. The toilet rooms, urinals, wash bowls and other related apparatus shall not be used for any purposes other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. To the extent caused by you or your employees or invitees, the expense of any breakage, stoppage or damage resulting from the violation of this provision shall be borne solely by you;

d. You shall not cause any unnecessary janitorial labor or services by reason of your carelessness or indifference in the preservation of good order and cleanliness;

e. You shall not install linoleum, tile, carpet, or other floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Venture X;

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- f. When accessing the Premises after hours, you shall cause all doors to the Premises to be closed and securely locked before leaving the Premises;
- g. You shall cooperate fully with Venture X to assure the most effective operation of the Premises' heat and air conditioning and shall refrain from attempting to adjust any controls;
- h. Except for Venture X's willful misconduct, you assume full responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured;
- i. Except with the prior written consent of Venture X, you shall not sell or cause to be sold any items or services at retail in or from the Premises, you shall not conduct any auction nor permit any fire or bankruptcy sale to be held on the Premises, nor store goods, wares, or merchandise on the Premises unless with written permission from Venture X. You shall not allow any vending machines on the Premises without Venture X's prior written consent;
- j. On the weekends, federally observed holidays and after normal business hours, access to the Premises or to halls, corridors, elevators, or stairwells will be controlled by Venture X through the use of a digital key system. This system will verify any and all persons seeking access to the Premises through the use of proper identification to determine if they have rights of access to the Premises. Venture X shall in no case be liable for damages wherein admission to the Premises has not been granted during abnormal hours by reason of you failing to properly identify yourself through the use of a digital key, or through the failure of the Premises to be unlocked and open for access by you or your employees. Nothing contained herein shall obligate Venture X to provide such key system or to make Venture X liable for any act or omission or failure of such system and the keys which may be provided;
- k. You shall not change locks or install other locks on doors without the prior written consent of Venture X;

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l. You shall give prompt notice to Venture X of any accidents or defects in plumbing, electrical fixtures or heating apparatus systems reasonably known by you so the same may be attended to properly;

m. Venture X shall have the power to prescribe the weight and position of safes or other objects which shall, if considered necessary by Venture X, be required to be supported by such additional materials placed on the floor as Venture X may direct in its sole discretion, and at your sole expense. In no event can these items exceed a weight for which the floor is designed;

n. Use of marker board pens on any window or glass portions is prohibited; or

o. Placement of privacy film on any window or glass partitions is prohibited.

17. Parking Policy. Venture X shall have the right from time to time to promulgate reasonable rules and regulations regarding the parking facilities related to the Premises (the "Parking Facilities") and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and the like. You shall comply with and cause your employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.

All motor vehicles (including all contents thereof) shall be parked in the Parking Facilities at the sole risk of you and your employees, it being expressly agreed and understood that Venture X has no duty to insure any of said motor vehicles (including the contents thereof) and Venture X is not responsible for the protection and security of such vehicles. Subject to claims arising from the willful misconduct of Venture X or its employees or agents, Venture X shall not be (a) responsible for money, jewelry, automobiles, or other personal property lost in or stolen from the Parking Facilities, or (b) any claim, loss, injury, or damage of or to persons using the Parking Facilities or to motor vehicles or other property therein.

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HOUSE RULES

You shall not store or permit to store any motor vehicles in the Parking Facilities without the prior written consent of Venture X. Except for emergency repairs, you shall not perform any work on any automobiles while located in the Parking Facilities. If it is necessary for you to leave a motor vehicle in the Parking Facilities for more than 24-hours, you shall provide Venture X with prior written notice thereof designating the license plate number and model of such motor vehicle, and your name and contact information.

Venture X shall have the right to temporarily close the Parking Facilities or certain areas therein in order to perform necessary repairs, maintenance and improvements to the Parking Facilities. In such event, Venture X will make available alternative parking in reasonable proximity to the Premises on a space for space basis.

You may not assign or otherwise transfer (by operation of law, merger, direct assignment, subletting, or otherwise) any of the parking permits, rights or privileges granted in this document to a third party without the prior written consent of Venture X. Any assignment or transfer in violation hereof shall be a cause for immediate termination of this Agreement.

Exhibit B

House Rules

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

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HOUSE RULES

Volume Control: At Venture X, members are welcome to use their phones at their desk. However, there are alternative areas for more privacy. These areas include, but are not limited to, the phone booth couches, the outside seating area, as well as the conference rooms.

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

Pets: We love our furry friends too, but please keep them at home. Due to allergies and other liability issues, we ask that members do not bring them to Venture X, unless it is a service animal.

Internet Usage: No spamming, posting, or downloading of any files, software, programs, etc., that a member knows, or should know are illegal and/or inappropriate. Any use of hacking or misuse of one's computer within the Premises will not be tolerated and a member's membership may be terminated.

Liability: Every person who uses the Services and comes on to the Premises is liable for his or her own belongings, actions, and materials, whether a physical product or computer-based software. Should any action cause damage to Venture X's property, those persons shall be held liable for the repair. If anything happens such as a member's computer gets hacked, blog goes down, Wi-Fi goes out, or if someone steals from a member, Venture X is not legally responsible for these actions and occurrences. Venture X does not assume any liability or warranty in the event that any manufacturers' warranty is void.

Guests: Any guest brought by a member must first sign in at the reception desk. All guests must remain with the member whom they came with. The inviting member

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HOUSE RULES

shall be responsible for all their guest's actions. Guests inside a private office are not limited to the free 2 hours.

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

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

Access card and Keys: Do not reveal account passwords or transfer keycards or other access devices or credentials to anyone else (or let them use member's account). Do not make any copies of any keys, keycards, or other means of entry to the Premises (each, an "Access Device"). Members are responsible for maintaining the confidentiality of their password and security of their Access Device.

Venture X Name: Venture X owns a license with rights to use its name, logo, slogan, and all other property relating to Venture X. The use of this name and property of Venture X without permission will result in legal actions taken by Venture X.

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

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HOUSE RULES

Holiday Closings: Regular business hours are 8:30 am to 5:30 pm – Monday through Friday with exception for certain holidays. Members will be notified of closings prior to that day(s). 24/7 key holders will continue to have access to the Premises.

Non-Smoking Policy: The Premises is a smoke-free facility. Please smoke 100 feet from any door and dispose of any trash appropriately.

Use of Refrigeration: Please label and date all food items. Refrigerator will be “cleaned” each Friday at 4 pm. Everything will be discarded.

Phone Booths: Please limit usage of the phone booths to 30 minutes.

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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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License Terms

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

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



CANCELLATION

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

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

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

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

Flexible Cancellation Terms

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

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

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



DEPOSIT

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

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License Terms

amounts applied as described above. Marketplace Services shall not be required to maintain the Deposit in a separate account. No interest will be paid on the Deposit except as may be required by law. If any portion of the Deposit is so used or applied by Marketplace Services during the Term, then within 5 days after Host or Marketplace Services gives written notice to you, you shall deposit with Marketplace Services cash in an amount sufficient to restore the Deposit to the original amount. Failure to do so will constitute a default under this Agreement.



RENEWAL

If an End Date is specified, the License will terminate on the End Date with no automatic renewal.

If no End Date is specified, Licenses shall automatically renew after the Minimum Term for additional one-month periods unless you give the Host or the Marketplace Service at least 30 days' notice prior to the end of then current Term.

If the Host opts to to change the Monthly Charge upon renewal, the Host will provide at least 60 days notice. There will be no additional Setup Fee for Licenses that renew.

If the Host opts to renew the License, the Host will provide at least 60 days notice.



DEFAULT

You shall be considered in default of this License if (A) you fail to pay when due all or any portion of the Fees or Taxes, if the failure continues for 5 days after notice to you, which notice

shall be in satisfaction of and not in addition to any notice required by law (B) you fail to comply with any term of this Agreement, if the failure is not cured within 10 days after notice to you, or (C) you attempt to sublicense, assign or otherwise transfer any interest in this Agreement without Host's prior written consent. Upon any default, the Host shall have the right without notice to terminate this Agreement, in which case you shall immediately surrender the Space and the Host Personal Property to the Host. If you fail to surrender the Space and/or the Host Personal Property, the Host may, in compliance with applicable law and without prejudice to any other right or remedy, enter upon and take possession of the Space and the Host Personal Property and you shall be liable for all past due Fees and Taxes, all Fees and Taxes due for the remainder of the Term, all costs incurred by Host to retake possession of the Space and Host's Personal Property, and other losses and damages which Host may suffer as a result of Guest's default. In addition to the right to terminate this Agreement and collect damages, Host shall have the right to pursue any other remedy now or hereafter available at law or in equity.



INDEMNITY

Except to the extent caused by the negligence or willful misconduct of the indemnified party or such party's officers, directors, employees, representatives, contractors and agents, you agree to indemnify, defend and hold the Host, its landlord, if applicable, and any mortgagee harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with your and your Invitees' use of a Space, Common Areas or Shared Facilities, or any violation of applicable law, this Agreement or House Rules. Nothing contained in this Agreement shall be construed to create privity of estate or of contract between you and Host's landlord, if applicable.

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License Terms



DISCLAIMER

EXCEPT AS PROVIDED HEREIN AND IN ANY HOUSE RULES, THE HOST IS PROVIDING ITS SPACE TO THE GUEST "AS IS," AND HOST DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SPACE, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. HOST CANNOT AND DOES NOT GUARANTEE AND DOES NOT PROMISE TO GUEST, ANY SPECIFIC RESULTS FROM USE OF THE SPACE. HOST DOES NOT REPRESENT OR WARRANT THAT THE SPACE WILL MEET YOUR REQUIREMENTS; THAT THE SPACE MEETS APPLICABLE LEGAL STANDARDS OR IS SAFE AND SUITABLE FOR YOUR INTENDED USE.



LIABILITY

IN NO EVENT WILL HOST OR ITS LANDLORD OR THEIR RESPECTIVE DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES OR SUPPLIERS BE LIABLE TO GUEST, OR ANY PARTY CLAIMING THROUGH GUEST FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, ARISING FROM THE GUEST'S USE OF THE SPACE, ANY CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE MARKETPLACE SERVICE, OR GUEST'S USE OF THE SPACE, EVEN IF THE HOST IS AWARE OR HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HOST'S LIABILITY TO GUEST OR ANY PARTY CLAIMING THROUGH GUEST, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID FOR THE SPACE, IN THE 12 MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

YOU UNDERSTAND AND AGREE THAT MARKETPLACE SERVICE IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN GUEST AND HOST, NOR IS MARKETPLACE SERVICE A REAL ESTATE BROKER, AGENT OR INSURER IN CONNECTION WITH THIS AGREEMENT. THE PARTIES SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS MARKETPLACE SERVICE FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, DEMAND, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR IN CONNECTION WITH ANY USE OF THE SPACE, OR ANY VIOLATION OF APPLICABLE LAW, THIS AGREEMENT OR HOUSE RULES.



SUSPENSION OF SERVICES

The Host may by notice suspend the provision of services (including access to the Space) for reasons of political unrest, strikes, terrorism, Acts of God or other events beyond the Host's or the Host's landlord's reasonable control.

This Agreement shall automatically terminate if the Space is rendered unusable as a result of a fire, other casualty or a condemnation. As between Host

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License Terms

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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License Terms

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.