

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 Level Two Inc

The undersigned hereby agrees to pay the enrollment fee stated, which is a non-refundable enrollment fee ("Enrollment Fee") in connection with this license for use of the coworking space located in Suite 240 (the "Coworking Space") of the building located at 2498 Perry Crossing Way, Plainfield, IN 46168 (the "Building"), in The Shops at Perry Crossing (the "Center"). Payment of the Enrollment Fee entitles the undersigned to use the Coworking Space for a certain period of time (the "Enrollment Period") as further detailed in the Rules (as defined below), from the date such Enrollment Fee is paid until the earlier to occur of (i) the date on which the undersigned's enrollment is terminated, as provided herein, or (ii) the expiration of the Enrollment Period. The undersigned may be permitted to renew this Enrollment Form and Conditions of Use and Waiver and Release of Liability (this "Agreement") upon payment of another Enrollment Fee or may be required to sign a new Agreement upon payment of another Enrollment Fee. The Enrollment Fee may be increased from time to time. Use of the Coworking Space shall be governed by the conditions set forth below..

****LEVEL TWO INC TERMS OF AGREEMENT, SPACE RULES, AND POLICIES OF USE****

Capitalized terms used but not defined herein have the meanings given to such terms in the User's Enrollment Form and Conditions of Use and Waiver and Release of Liability.

(1) User's enrollment period shall run from the later of the date the enrollment fee is paid and the date the Agreement is signed by User. MONTHLY ENROLLMENTS expire after 30 days. ANNUAL ENROLLMENTS expire on the one-year anniversary of the commencement of the enrollment period. DAY PASSES expire at 11:00pm (23:00hrs) on the day User initiated access to the facility, but if day pass users leave the Building, they may not re-enter the Building after 6:00pm (18:00hrs) on the day purchased.

User further agrees not to use the Coworking Space or the Services in any manner:

- (a) that allows anyone other than User access to the Coworking Space without User's presence;
- (b) that allows anyone other than User access to the Services without User's presence;
- (c) that damages, disables, overburdens, or impairs the Coworking Space or the Services;

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HOUSE RULES

(d) that interferes with any other party's use and enjoyment of the Coworking Space or the Services or Programs;

(e) to gain unauthorized access to any accounts, computer systems or networks connected to any network, router, or server provided by Level Two or a third party contracted by Level Two to provide said services;

(f) to gain unauthorized access to any of the Services, through hacking, password mining or any other means;

(g) to obtain or attempt to obtain any materials or information regarding Level Two or other Users or guests in the Coworking Space through any means not intentionally made available through the Services;

(h) that damages or otherwise causes disrepair to the equipment, appliances or other personal property of Level Two or the Coworking Space; and

(i) that violates the Rules or other guidelines which may be applicable for the Coworking Space or any particular Service or Program.

Level Two promotes a safe, peaceful, and productive environment for enrolled users, guests, and staff. Therefore, Level Two reserves the right to deny Services, in its sole discretion, for any lawful, nondiscriminatory reason based upon any information available to Level Two.

(2) The Building access hours are from 7:00 a.m. until 6:00 p.m. Monday through Friday, excluding holidays. Access to the Building at all other times is available only to Users with Annual enrollments who have purchased a building access card. User shall comply with all reasonable security procedures during business hours and after hours and on weekends. User acknowledges that building access is controlled and monitored by Landlord, and User releases Level Two of liability for facility access impeded by factors outside of the control of Level Two.

(3) Level Two may permit other parties to conduct Programs within the Coworking Space (any such party so permitted by Level Two to conduct Programs, and each of their successors and assigns, individually and collectively referred to herein as "Independent Parties"), and User acknowledges and agrees that Level Two shall have no obligation with respect to, and hereby disclaims all warranties, including express, implied, and any implied warranty of merchantability or fitness for a particular purpose, and responsibility for, the acts or omissions of the Independent Parties and the competence, knowledge, training, licensing and experience of such Independent Parties.

(4) UNDER NO CIRCUMSTANCES WILL LEVEL TWO BE LIABLE FOR ANY LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE OR OF DATA, INTERRUPTION OF BUSINESS, OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL,

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CONSEQUENTIAL OR ANY OTHER TYPE OF DAMAGES, THAT RESULT FROM OR ARISE OUT OF THIS AGREEMENT.

(5) Enrolled members may utilize the facility's mailing address. Upon the expiration or termination of User's Agreement, it shall be User's responsibility to notify all parties of the termination of User's use of such suite address and to have User's mail forwarded appropriately by notification to the U.S. Postal Service. User acknowledges that Level Two is not responsible for loss or theft of messages, mail, or packages and understands that Level Two will not forward mail during or upon termination of the User's agreement.

(6) The Coworking Space contains one large and three small conference rooms, which may be reserved by any User on a first-come first-served basis in increments of 1 hour. User's use of the conference rooms shall be scheduled by reservation through the Nexodus system. Last minute use is subject to reservations of other Users or guests of Level Two. User shall not have the right to reserve the conference rooms for more than five (5) full and consecutive days in any calendar month unless Level Two determines that such use will not conflict with the use of any other User entitled to the use of the same private rooms. User may not use the conference rooms as a personal office. User is responsible for leaving the private rooms, after use, in the manner in which User found them. User is allotted 4 hours per month worth of booking credits for the large conference room and will be charged \$40 per hour (after applicable 20% discount) for any additional hours, with a cap of \$400 per calendar day for use of the large conference room.

(7) Seating in the open Coworking Space is on a first come first serve basis. Users are not permitted to claim ownership of any hot-desk seating in the open workspace. Priority seating will be reserved for Level Two approved public events.

(8) Users shall not be permitted to have guests in the Coworking Space unless the User is also present to greet and supervise all guests. No one under 18 years of age is allowed in the Coworking Space without adult supervision. Level Two reserves the right to request that any guest, regardless of age, leave the Coworking Space if being disruptive. Level Two staff are not responsible for providing access to the facility to Users guests. Members are prohibited from providing access to unknown parties.

(9) Level Two reserves the right to utilize any or all of the Coworking Space and/or the conference rooms located therein for special events and will endeavor to provide Users with at least 48 hours' notice (via electronic mail or calendar entry) of any special event and resulting restrictions on Users' use of the Coworking Space and/or Services.

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HOUSE RULES

(10) User and User's permitted guests shall conduct business at and around the Coworking Space in a business-like, professional, and orderly manner so as not to disturb other users of the Coworking Space and the Building. Loud music, noisy equipment and other disturbing sounds are not permitted. User agrees to take whatever steps are necessary to correct or cease any violation of this regulation immediately upon notification of such violations by other users or by Level Two. Level Two may terminate a User's Agreement upon ten (10) days' prior written notice regardless of the "ending date" specified in the Agreement with respect to any User who uses loud, vulgar, abrasive or insulting language directed toward or observed by another User or a member of the Level Two staff, or anyone who takes action to disrupt the order of business or who interferes with others' quiet enjoyment of the Coworking Space. Membership of any User who discriminates, bullies, threatens, or injures another party may be terminated immediately at the discretion of the Level Two Staff and Board of Directors.

(11) User and User's permitted guests shall have the non-exclusive right to use any available parking spaces located within the Center on an unreserved and first-come, first-served basis. User shall comply with such reasonable, non-discriminatory rules and regulations regarding parking within the Center as Level Two or Level Two's landlord may, from time to time, establish.

(12) Any questions or comments regarding the Coworking Space, Services or Programs must be communicated orally to Level Two directors, staff or volunteers, or in writing specifically to Level Two at info@leveltwocoworking.com.

(13) User shall use the Coworking Space in a clean, safe, and proper manner. User may consume food and beverages in the Coworking Space, provided that User does not permit any unusual or objectionable odors to emanate therefrom. User may conduct meetings, conferences and other similar activities in the conference rooms provided such use does not interfere with, annoy, or disturb any other Users. User is responsible for clean-up and maintaining the condition of all areas of the Coworking Space and common areas of the Building, including but not limited to, conference rooms, kitchenette (including sink and refrigerator and washing of dishes used by User), restrooms, etc. when using said facilities for day-to-day business and/or after-hour events.

(14) Level Two prohibits the possession or use of firearms, weapons and illegal drugs in the Coworking Space. Weapons include but are not limited to guns (including bb, pellet, replica and paint guns), bladed weapons, and explosive devices. Additionally the following objectionable conduct is also prohibited: intoxication; abusive,

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HOUSE RULES

indecent, profane, or vulgar language; offensive gestures or displays; physically or verbally abusing or threatening others; unreasonably loud noises; discriminatory activities; and fighting. Any violation of these prohibitions will constitute cause for immediate removal from and use of the Coworking Space.

(15) User shall not remove furniture, fixtures, technology, equipment, supplies, or decorative material from the Coworking Space.

(16) User will not occupy or permit any portion of the Coworking Space or Building to be occupied or used for the manufacture, sale, or illegal use of liquor, narcotics or tobacco in or of any form. At no time will Level Two sell or furnish alcohol to User. However, from time to time, User may bring alcohol to Level Two and store it in the common refrigerator. To the extent any User makes alcohol available to another user, it is made available on a "self-serve" basis and User agrees to be solely responsible for dispensing, serving, or otherwise furnishing alcohol to User or any guests User may bring to Level Two. User agrees to refrain from furnishing alcohol to User, User's guests, or any other user if User knows that person is intoxicated. User also agrees to never furnish alcohol to minors.

(17) Canvassing, soliciting and peddling in the Coworking Space or the Building is strictly prohibited and User shall not solicit other users or Building tenants for any business or other purpose.

(18) All property belonging to the User or any employee, agent or guest of User shall be at the risk of such person(s) only, and Level Two shall not be liable for damages thereto or for the theft or misappropriation thereof. Users shall remove all personal property from the space at the end of each work day unless otherwise approved by Level Two staff. Such approval may be revoked at any time. Any items of personal property left in the Coworking Space after the User finishes using the Coworking Space on any day may be removed and disposed of by Level Two at its sole discretion. Should User keep or leave any of User's personal property at the Coworking Space, User does so at User's own risk. Level Two does not assume any liability for, or provide insurance for, any loss of or damage to any stored or left property.

(19) User may not bring furniture or office equipment into the Building or the Coworking Space (other than User's personal laptop computer, tablet or similar small and portable computing equipment) unless otherwise approved by Level Two staff. Such approval may be revoked at any time. All damage done to the Building or the Coworking Space by the movement of property of User, or done by User's property while in the Building, will be repaired at User's expense.

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HOUSE RULES

(20) Sidewalks, doorways, vestibules, halls, stairways, freight elevator lobbies and other similar areas shall not be used for the disposal of trash, be obstructed by User or be used by User for any purpose other than entering or leaving the Coworking Space and for going from one part of the Building to another.

(21) No sweepings, rubbish, rags or other unsuitable materials shall be disposed into plumbing fixtures or appliances. Damage resulting to any fixtures from misuse by User shall be the liability of User.

(22) Corridor doors, when not in use, shall be kept closed.

(23) Replacement of any building entry key provided to User will be provided at the Building's prevailing charge. User agrees to return all building entry key(s) to Level Two immediately upon the expiration or earlier termination of User's Agreement. User is not permitted to copy or allow other individual(s) or company (ies) to use any building entry key that may be used for access to the Building.

(24) User shall not place any signs, advertisements or notices on or in any part of the Building or the Coworking Space without Level Two's prior approval.

(25) User shall cooperate with Level Two in keeping the Coworking Space neat and clean, including but not limited to washing ones own dishes, and removing old and expired food items from the space.

(26) No smoking will be permitted within the Building or in any of the common areas of the project.

(27) No flammable or explosive fluids or materials shall be kept or used within the Building.

(28) No cooking shall be permitted within the Coworking Space, other than the coffeemakers and microwave.

(29) No animals shall be brought into or kept in, on or about the Building without prior approval from Level Two staff. Level Two staff has the authority to deny access to any animal not covered by applicable ADA laws.

(30) The Coworking Space will not be supervised by Level Two or its agents,

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HOUSE RULES

employees, contractors or representatives, or the Independent Parties, and any use of the Coworking Space or Services or participation in any Programs, including without limitation the services of any Independent Parties, will be at User's sole risk. User understands and acknowledges that access to or use of the Coworking Space or Services and/or participation in the Programs could be potentially hazardous activities that involve risks, inherent and otherwise, that cannot be eliminated and which may cause injury, illness, paralysis or death to User, other persons and/or damage to property. Some of the risks associated with User's access to and/or use of the Coworking Space or Services and/or participation in the Programs include, but are not limited to, negligence of either Level Two, or its agents, employees, contractors, or representatives, negligence of the Independent Parties, latent and patent Coworking Space conditions, equipment failure or misuse, known or unknown medical conditions, and acts of others in the Coworking Space and/or with respect to the Programs or Services. User accepts full and sole responsibility for all risks, both known and unknown, inherent or otherwise, related to User's access to and/or use of the Coworking Space or Services or participation in the Programs, and acknowledges that User is voluntarily entering and using the Coworking Space or Services and/or participating in the Programs even with knowledge of these risks.

(31) Acknowledging that such risks exist, User hereby RELEASES AND DISCHARGES Level Two and its affiliates, divisions, subsidiaries, directors, officers, managers, employees, agents, insurers, volunteers and representatives and each of them and/or anyone associated in any way with User's access to or use of the Coworking Space, the Services and/or participation in the Programs including, without limitation, instructors, Independent Parties, trainers and their employers and employees (individually and collectively referred to as the "Released Parties"), from and against all claims, damages, injuries, losses, actions, suits, proceedings, product liability actions, wrongful death actions, warranty actions, breach of contract actions, loss of consortium claims, expenses, and attorney fees that User or anyone on User's behalf (including but not limited to User's heirs, representatives or next of kin) have or might have for any death, injury, damage, or alleged injury or damage arising out or alleged to arise out of, involve, or relate to User's access to, use of, involvement with, or participation in the Coworking Space, the Services and/or the Programs, and/or the Rules, including, but not limited to, any claim that the act or omission complained of was caused in whole or in part by the strict liability or negligence in any form of the Released Parties.

(32) User further agrees to INDEMNIFY, HOLD HARMLESS, AND DEFEND the Released Parties in any action or proceeding from and against all claims, damages, injuries, losses, actions, suits, proceedings, product liability actions, wrongful death actions, warranty actions, breach of contract actions, loss of consortium claims, expenses,

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HOUSE RULES

and attorney fees that User or anyone on User's behalf (including but not limited to User's heirs, representatives or next of kin) have or might have for any death, injury, damage, or alleged injury or damage arising out of or alleged to arise out of, involve, or relate to User's access to, use of, involvement with, or participation in the Coworking Space, the Services and/or the Programs, or for User's failure to comply with the terms of this Agreement, or the Rules. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly caused in whole or in part by the strict liability or negligence in any form of the Released Parties.

(33) In the event User becomes injured or ill while at the Coworking Space or participating in Programs, User authorizes Level Two, Independent Parties, or anyone else involved with the Coworking Space to secure first aid and/or the services of any legally qualified physician or hospital for User and User agrees to assume any financial obligations incurred therewith.

(34) User represents and warrants that (a) User is eighteen (18) years of age or older and competent to sign this document, and (b) USER HAS CAREFULLY READ THIS ENROLLMENT FORM AND CONDITIONS OF USE AND WAIVER AND RELEASE AND FULLY UNDERSTANDS THAT IT IS A LEGALLY BINDING WAIVER AND RELEASE OF LIABILITY.

(35) User acknowledges and agrees that its rights under this Agreement may be revoked at any time by Level Two. User further acknowledges that its rights under this Agreement may be revoked for allowing non-enrolled users access to or use of the Coworking Space without a guest pass, failure of User to adhere to the policies set forth herein or otherwise established from time to time by Level Two, and the failure to follow any Rules, including those posted at the Coworking Space or established herein. If User breaches this Agreement for any reason, as determined by Level Two in its sole discretion, User shall forfeit all enrollment fees paid to Level Two. User further acknowledges that Level Two is a tenant of the Coworking Space pursuant to a lease with the owner of the Building (the "Master Lease") and that this Agreement shall terminate simultaneously with the termination of the Master Lease or of Level Two's possession of the Coworking Space for any reason.

(36) This Agreement contains the entire agreement and understanding of the User with respect to the subject matter hereof, and no other promises, agreements or understanding regarding the subject matter hereof shall be of any force or effect unless in writing, executed by Level Two and dated on or after the date hereof.

(37) This Agreement shall be governed by and construed in accordance with the

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HOUSE RULES

laws of the State of Indiana and the exclusive venue related to any dispute arising out of or relating to the use of the Coworking Space or Services, participation in Programs or this document shall be a state court located in Hendricks County, Indiana.

(38) If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected. The failure of Level Two to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.

(39) This Agreement shall be binding on User and User's heirs, legal representative, successors and assigns. In no event may User assign in whole or in part this Agreement or User's rights to use of the Coworking Space or the Services, without the advance written consent of Level Two.

(40) User may not modify this Agreement. User agrees to review the Agreement on a regular basis and remain in compliance at all times.

(41) All required notices shall be provided in writing and shall be mailed to the addresses below, or to such address as either party may designate from time to time:

If to Level Two: Level Two Inc, 2498 Perry Crossing Way, Suite 240, Plainfield, IN 46168.

If to User: At the address provided above.

By agreeing electronically, I hereby acknowledge that I have read and understood all of the terms and conditions contained in this Enrollment Form and Conditions of Use and Waiver and Release of Liability and further agree to be bound by the same regarding my participation in and use of the Coworking Space, the Services and the Programs.

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License Terms



COMPLIANCE

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



POSSESSION AND DELIVERY

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



WORKSPACE USE AND ACCESS

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

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

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

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

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

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

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

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License Terms

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



GOOD CARE

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



COMMON AREAS

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



SHARED FACILITIES

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



KEYS AND SECURITY

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

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License Terms

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

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



NAME AND ADDRESS

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



MAIL AND PACKAGES

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



CONDUCT

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

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



CONFIDENTIALITY

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

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



NON-SOLICITATION

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

Either party may solicit or recruit generally in the media.

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



DAMAGES AND INSURANCE

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

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



PAYMENT

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

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

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

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

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

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



CANCELLATION

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

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

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

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

Flexible Cancellation Terms

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

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

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



DEPOSIT

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

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



RENEWAL

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

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

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

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



DEFAULT

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

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



INDEMNITY

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

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DISCLAIMER

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



LIABILITY

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

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

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



SUSPENSION OF SERVICES

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

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

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and Guest, all proceeds of any condemnation award shall belong to Host and all insurance proceeds of Host shall be retained by and belong to Host. The Host may also suspend the provision of services (including access to the Space) in the event the Space or the Building is being renovated or repaired, in which event you will be relocated to another space within the building, or if necessary, to another building, all at the Host's reasonable cost.



SUBLICENSING

You may not sublicense, assign, transfer any interest in this Agreement or allow any third party to use any portion of the Space, the Shared Facilities or the Common Areas without Host's prior consent. Any such sublicense shall be on the same form as this Agreement and shall be consummated through the Marketplace Service.



NO LEASE

YOU ACKNOWLEDGE THAT THIS AGREEMENT IS NOT A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY. IT IS A CONTRACTUAL ARRANGEMENT THAT CREATES A REVOCABLE LICENSE. The parties do not intend to create a lease or any other interest in real property for the benefit of Guest through this Agreement. The Host retains legal possession and control of the Space assigned to Guest. The Host's obligation to provide space and services to Guest is subject, in all respects, to the terms of the Host's lease

with the Host's landlord, if applicable. This Agreement and the License granted hereunder shall terminate simultaneously with the termination of the Host's master lease or the termination of the operation of the Host Area for any reason at no cost or penalty to Host. You do not have any rights under the Host's lease with its landlord, if applicable. When this Agreement expires or is earlier terminated, your License to occupy the Space shall automatically be revoked. You agree to remove your personal property and leave the Space as of the date of such expiration or termination. The Host is not responsible for your personal property left in the Space after expiration or termination. If you fail to remove your personal property, at the Host's option, such personal property shall (A) be deemed conveyed to the Host and shall become the property of the Host, or (B) be removed from the Space by the Host at the Guest's expense.



NO BROKER

Unless documented in the House Rules, you represent that you have dealt with no broker in connection with this Agreement. You agree to indemnify, defend and hold the Host harmless from any claims of any brokers claiming to have represented you in connection with this Agreement.



SUBORDINATION

This Agreement and any applicable House Rules are subordinate to any underlying lease, mortgage, deed of trust, ground lease or other lien now or subsequently

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arising upon the Space or the Building and to renewals, modifications, refinancings and extensions thereof including the Host's lease with the Host's landlord and to any other agreements to which the Host's lease is subordinate.



HOLDING OVER

For each and every month or portion thereof that you continue to use or occupy the Space after the expiration or earlier termination of this Agreement, you shall pay Host an amount equal to the greater of (A) \$2,500 and (B) two times the Monthly Charge. Your payment of such amounts shall not be construed to extend the Term or prevent Host from immediate recovery of possession of the Space by summary proceedings or otherwise. This Section shall survive the expiration or sooner termination of this Agreement. The acceptance of any Fees after the expiration or earlier termination of this Agreement shall not preclude Host from commencing and prosecuting a holdover or summary eviction proceeding. Host and Guest hereby further agree that any statutory right to hold over beyond the expiration date or sooner termination of this Agreement is hereby waived to the fullest extent permitted by law.



MISCELLANEOUS

All demands, approvals, consents and notices shall be sent by certified mail or electronic mail at the address specified for each party under the Section entitled "Definitions". This Agreement shall be interpreted and enforced in accordance with the laws of the state or commonwealth in which the Building is located. If either party institutes a suit against the other for violation of or to enforce this Agreement, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees. Host and Guest hereby waive any right to trial by jury in any proceeding based upon a breach of this Agreement to the fullest extent permitted by applicable law. This Agreement may not be modified, amended or terminated, and Guest's obligations hereunder shall in no way be discharged, except as expressly provided in this Agreement or by written instrument executed by the parties. If any term, covenant or condition of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term, covenant or condition shall not be affected. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. Neither Host nor Guest shall have the right to record this License or any memorandum thereof.