

DASH License[®] Monthly Use

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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:

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DEFINITIONS

AGREEMENT DATE

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

CANCELLATION TERMS

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

HOST

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

"GUEST" OR "YOU"

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

SPACE

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

MAXIMUM OCCUPANCY

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

BUILDING

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

TERM

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

FEES

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

DEPOSIT

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

TAXES

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

MARKETPLACE SERVICE

shall mean the LiquidSpace service.

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DIRECT AGREEMENT FOR SPACE HOSTING (DASH) LICENSE

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

The Host and Guest agree as follows:

LICENSE

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

TERM

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

HOUSE RULES

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

PAYMENT

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

DEFINITIONS

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

ENTIRE AGREEMENT

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

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HOUSE RULES

House Rules for Private Office 1-2 Desks

TERMS and CONDITIONS

1. **Workplace Provisions.** These are the Workplace Provisions (WPs) that apply to the Workplace Agreement (WA) you signed. Even if you are not the primary signer, all members must adhere to these provisions.
2. **Names and Titles.** This Workplace Agreement is referred to throughout this document as the “WA” and lists the services and membership agreed to by you (referred to as “Member”) and *Thrive* Workplace (referred to as *Thrive*).

The member’s primary workspace is based on the selected membership package —“Private Office” “Semi-Private Desk” “Mobile Member” “Mobile Lite Member” or “Virtual Office.”

1. **Terms and Conditions.** These WPs are subject to change without written notice. The current WPs are available from the *Thrive* Workplace Team. Changes to the WA will be emailed to Members upon implementation. Members have the right to discuss or dispute changes with *Thrive* during that timeframe; however, *Thrive* retains the right to implement changes necessary for the continued operation of *Thrive* and Member safety.

If a Member does not accept the revised WPs, the Member must submit written notice of dispute to *Thrive* no more than 10 days before the revised WPs go into effect. *Thrive* will work with its Members on a case-by-case basis to resolve the dispute. The revised WPs become effective automatically upon WA renewal.

1. **WA Termination.** A WA may be terminated at the end of the agreed upon term by sending an email to manager@thriveworkplace.com with at least 30 day notice.

Termination becomes effective on the last day of the month following receipt of the notice. All services will immediately cease, including telephone answering/forwarding services and mail collection.

All furniture, equipment, keys, file cabinets, and any other item or device provided by *Thrive* must be returned to *Thrive* immediately upon vacating the facility. Member will be invoiced for lost or damaged equipment and keys. All keys must be returned within 48 hours of last day or a 250 dollar fee will be assessed.

1. **Early Termination of WA.** *Thrive* reserves the right to immediately terminate any WA if the Member or their employees, vendors or guests do not follow *Thrive* Workplace Provisions; act in a manner that is disrespectful to other Members, their employees or guests, or *Thrive* Workplace Team; treat *Thrive* and other Members information in an unethical manner; or otherwise show disruptive or harassing behavior. WA’s are automatically renewed at the conclusion of their term; however, *Thrive* may terminate any WA at the end of its term by providing immediate notice to the Member.
2. Members may terminate month-to-month WA’s following a written 30 day notice. Early termination of longer-term packages by Member may be accepted following a 30 day

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HOUSE RULES

written notice and payment of Early Termination Fee equal to one (1) month negotiated monthly rate.

CANCELLATION POLICY: WHEN 30 DAYS IS GIVEN, CLIENT WILL BE PRORATED INTO THE NEXT MONTH.

Member may terminate daily and hourly agreements following immediate notice and payment of an Early Termination Fee equal to one (1) day or hour negotiated rate.

Walk in daily and hourly rentals are non-refundable.

1. **Member Default.** If the Member does not pay their entire invoice by the **1st of the Month** following invoicing or defaults on any other provisions of the WA, the Member will be subject to termination and collection actions. *Thrive* will make every effort to resolve this issue with the Member to avoid declaring default and will not take any termination or collections actions until three (3) days following delivery of written notice via US Mail. If the Member has not contacted *Thrive* and made arrangement to cure the default, within 3 days of receiving the notice, *Thrive* may discontinue service and restrict Member's access to all workplace services and locations.

Thrive is entitled to collect reasonable fees related to the collection of money owed, including collection agency and attorney fees, to the maximum extent allowable by Colorado law.

Late payment policy: If payment is not received by the 5th a charge of 10% of the outstanding balance. For every 7 days following an additional \$100 will be incurred.

Member may be reactivated, at the discretion of *Thrive* following payment of all invoices and fees owed plus a reactivation fee of \$100.00.

1. **Workplace Abandonment.** Workplaces will be deemed abandoned if no payment or communication with the *Thrive* Workplace Team is made within 14 days of the invoice due date. Should a workplace be deemed abandoned, all contents will be disposed of as allowable by Colorado law and the space will be reallocated to a new member.
2. **Reassignment.** The WA may not be reassigned by the Member for any reason. Should a Member wish to terminate their WA early, termination is subject to the Early Termination rules detailed in *Workplace Provisions #5*.
3. **Workplace Control.** The agreement made between the Member and *Thrive* constitutes a serviced workplace agreement, not a lease. *Thrive* retains overall control of the workplace and may transfer the benefit of your agreement and our obligations under it at any time. You have no real-property interest of any kind in the workplace. Should your company merge or become affiliated with another company and you need to amend your agreement to include additional individuals or business names, consult with the *Thrive* Workplace Team to discuss your requested changes. The *Thrive* Workplace Team will work with you to negotiate any changes; however, we reserve the right to determine whether the new entity aligns with *Thrive's* business objectives and whether we will amend the agreement accordingly.
4. **Use of the Workplace.** The *Thrive* Workplace is subject to the rules and regulations of the building landlord and all business operations are subject to these requirements. All physical

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HOUSE RULES

property remains under the control of *Thrive* and as such, the *Thrive* Workplace Team may enter any workplaces at any time without express permission of the Member. We respect your privacy and that of your data, files and belongings, therefore the *Thrive* Workplace Team will only enter your workplace in the case of an emergency or for cleaning or maintenance.

The workplace is intended to be used solely for office use. You cannot store or operate in the workplace any large business machines, reproduction equipment, heating equipment, stove, radio, stereo equipment or other mechanical amplification equipment, vending or coin operated machine, refrigerator or coffee equipment. Additionally, you must not cook, or use or allow to be used in the workplace, oil burning fluids, gasoline, kerosene for heating, warming or lighting. No chemical deemed a fire or health hazard, or any explosives will be brought into the *Thrive* workplace. No offensive gases, odors or liquids are permitted on the property. Firearms are strictly prohibited. No burning of candles or incense is allowed.

Members should refrain from creating sounds that can transfer and be disruptive to neighboring people, offices, and other spaces; i.e. speaker phones, music, and other disruptive sounds.

Members are responsible for keeping a clean and tidy work area. “*Thrive*” members outside of semi-permanent spaces are required to clear work surfaces at the end of each day, as workplaces may be used for after-hours events.

1. **Use of Brand and Workplace.** You may not use the name “*Thrive*” or the specific brand name in connection with your business. You cannot use the workplace as your registered address for legal process service.
2. **Workplace Location.** *Thrive* may, at any time, add additional workplace locations. The WA applies to a specific selected location and does not extend to additional locations. Should you wish to move or extend your WA to a different location contact the *Thrive* Workplace Manager. A workplace relocation fee may apply.
3. **Confidentiality.** The terms of your WA are confidential and may not be disclosed by *Thrive* or you without express written consent of either party, unless required by a legal authority.
4. **Modifications to any Agreement.** The WA can only be modified via written agreement between *Thrive* and the Member. If any terms of the WA are deemed invalid or unenforceable, the remainder of the agreement will not be affected.
5. **Indemnity.** The Member hereby agrees to defend, indemnify, and hold harmless *Thrive*, from and against any claims, demands, fines, actions, orders, and judgments of any kind and from and against any and all costs and expenses, including reasonable attorney’s fees, resulting from loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or on account of any occurrence at the workplace or occasioned wholly or in part through the use of the workplace by the Member or by an act of omission or negligence of the Member or its employees, agents or contractors, unless and except any such loss or damage was caused by the willful misconduct or gross negligence of *Thrive*. In the event *Thrive* is made party to any legal action by reason of the Member’s interest in the workplace or in the event *Thrive* commences legal action relating to the workplace and/or Member’s use thereof, the Member will be liable for all costs and expenses incurred by *Thrive* as a result thereof, including reasonable attorneys’ fees.

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HOUSE RULES

6. **Applicable Law.** The Workplace Agreement shall be governed by the laws of the State of Colorado.

Fees

1. **Invoices.** Monthly invoices are distributed on the 15th business day of each month to the email account you provided. Monthly invoices will be itemized to include (1) the standard monthly fees based on your workplace agreement and (2) any additional services utilized during the previous month. Monthly fees are billed in advance and additional services are billed on the first invoice following the service. One-time administrative fees (such as set up fees, security deposits, and late fees or prorated monthly service) will be invoiced on the first invoice following the month they are incurred.
2. **Payment.** Payment is due on or before the 1st of each month and may be paid by credit card, ACH out of a bank account or cash. Checks (personal or business are not accepted unless specifically arranged). Late or delinquent payments will only be accepted via credit card.

All memberships, setup fees or prepaid services must be paid in full prior to the commencement of service.

3. **Setup Fee.** A non-refundable standard Setup Fee will be charged to all Members that desire access to the *Thrive* wireless network, upon the start date established in the WA.
4. **Housekeeping Fee.** A housekeeping fee will be charged to any Member to cover costs for any repairs or excessive cleaning that becomes necessary to bring the workplace back up to *Thrive* standards. The Member agrees to pay for any damages related to carelessness, neglect or misuse of the *Thrive* equipment, facilities, property or other Member's property damaged by the assessed Member.
5. **Insufficient Funds.** Accounts for which checks are returned by the bank, credit card company or credit union for insufficient funds will be charged a non-refundable insufficient funds fee of \$35.00 or the maximum amount permitted by Colorado law.

Fees: If payment is not received by the 5th a charge of 10% of the outstanding balance. For every 7 days following an additional \$100 will be incurred.

1. **Renewal.** Your initial WA term is highlighted in the WA. At the end of the stated term, you will be presented a renewal form listing renewal options. If the WA is not extended prior to the expiration date, your WA will convert to a month to month term subject to any market increases, termination, term or other aspects as determined by Thrive.
2. **Rate Changes.** Workplace rates are fixed for term of the WA. Optional Services, such as printing, conference rooms and voice/data rates may be changed at any time with or without notice.

SERVICES AND OFFICE AREAS

1. **Workplace Options.** Workplace options can be mobile, semi-private or private workplaces. Thrive package and locations are selected as part of your WA for a specific term. Workplace requests that are not specifically selected on your WA can be requested any time at an additional cost. Mobile workspaces are unassigned and open on a first-come,

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HOUSE RULES

- first-served basis.
2. **Reception and Workplace Services.** Basic Reception services included with your WA are; greeting clients; acceptance of mail and packages, including those requiring a signature; scheduling of conference facilities; and general housekeeping in the common areas. Additional requested services such as catering procurement, audio-visual equipment or after hours support will be subject to additional fees as determined on a case-by-case basis.
 3. **Conference Rooms.** The Conference rooms are available on an hourly basis – no minimum reservation is required. Rates vary depending on requested size and configuration. If member doesn't cancel booking within 24 hours they may be charged to their conference credit or the rental fee if they do not have conference credits available.
 4. **Phone Rooms.** Phone booths (when available) for Member's single call use. These will be available at no additional cost for members on a first come first serve basis.
 5. **Optional Services.** *Thrive* Members can select Optional Services on an as needed basis. Pricing of these Optional Services is subject to change without notice. The Optional Services list is available from the *Thrive* Workplace Team.
 6. **Telephone and Internet Services.** Wireless and wired Internet service is available for all memberships. Digital telephone service can be provided on an as needed basis at additional cost as listed in Optional Services. If such services fail for any reason, *Thrive* will make every effort to work with the provider of these services to restore operations quickly, however, these services are provided by external vendors and response time is out of *Thrive's* control. Member(s) will not hold *Thrive* financially liable for loss of data, files, presentations or business transactions as a result of any disruption in these services. Use of the *Thrive* internet or telephone service to access or download contaminated or offensive files, images, movies and/or websites is strictly prohibited. This will be cause for immediate WA termination.
 7. **Printing, Copying and Scanning Services.** *Thrive* has available shared printing, copying and scanning services that can be selected via the WA or on an as needed basis at an additional cost. You are responsible for ensuring the privacy of your data when using these common services. If such services fail for any reason, *Thrive* will make every effort to restore operations quickly, however, maintenance of these services is provided by external vendors and response time is out of *Thrive's* control. The customer will not hold *Thrive* financially liable for any loss of use or unsecured business information. Use of the *Thrive* printing/copying equipment to download or print offensive files, images and/or website content is strictly prohibited. This will be cause for immediate WA termination.
 8. **Mail and Package Services.** *Thrive* offers a street address for mail and package delivery and will provide signature acceptance of said items on your behalf. You release *Thrive* and the *Thrive* Workplace Team from any liability incurred in connection with the acceptance of mail or packages received on your behalf. We can also obtain a specific suite number for 150.00 one time set up fee.

Thrive provides United States Post Office® (USPS), FedEx® and UPS® mail at an additional fee. You release *Thrive* and the *Thrive* Workplace Team from any liability incurred in connection with this shipping service.

- will comply with the USPS and all shipping carrier regulations regarding your mail and you are also required to comply with these regulations. Failure to comply will result in immediate

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HOUSE RULES

termination of the WA.

COMMON AREAS

1. **Breakroom and Common Areas.** *Thrive* includes common areas to facilitate social networking and mental relaxation, including a “break area” with coffee and tea, and television sets that may be operational during work hours. Use of the common areas is available to all *Thrive* Members during normal business hours. Member will not hold *Thrive* liable for personal items left in common areas. Member also understands that noise levels may at times increase with the use of common areas and will not harass Members using this area. If noise becomes excessive, please contact the *Thrive* Workplace Team for assistance.

If alcoholic beverages are may be made available for tenants, all members, their employees, and guests attest that they are over 21 years of age. Any issues or conflicts must be brought to *Thrive* staff immediately and followed up in writing.

1. **Lockers** *Thrive* may provide individual, locking lockers as part of your WA or on an hourly or daily basis. These lockers provide secure storage for your personal items on a limited basis and must be emptied and the key returned at the end of each business day.
2. **Maintenance and Control of Common Areas.** *Thrive* agrees to keep all common areas clean and maintained for customer use. Member agrees to respect common areas and keep them clean and free of clutter.

ADDITIONAL TERMS

1. **Member Behavior.** Member and/or Member’s officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees may not harass or show abusive behavior to *Thrive* Workplace Team members, other Members or invitees, either verbally or physically, for any reason. This will be cause for immediate WA termination.
2. **Inventory.** *Thrive* may provide you with an inventory of negotiated services as part of your workplace agreement and will require your signature to accept the listed workplace, furniture and equipment you are contracted to use. This inventory may include verifying the item’s condition upon acceptance, information regarding the keys and security devices issued to you, and any negotiated additional services.
3. **Business Hours.** Normal business hours are Monday – Friday from 8:00 a.m. to 5:00 p.m. Arrangements to utilize the workplace after normal business hours must be confirmed by obtaining written consent of *the Thrive* Workplace Team. There may be an additional charge for such special arrangements that will be discussed as part of your WA. Do not post signs without written approval from the *Thrive* Workplace Team.
4. **Keys and Security.** Private offices are provided with 2 keys. Addition keys are \$10 dollars per key. Keys and other security devices are the property of *Thrive* and Members may not make copies or allow anyone else to use them without written consent. Any lost keys or other entry devices must be reported immediately to the *Thrive* Workplace Team. Members will be required to pay for replacement keys, cards or other devices and rekeying of the building locks. The cost for replacement keys, devices or rekeying will be determined on an individual basis. If you have requested and received written permission to use the *Thrive* Workplace outside normal business hours, it is your responsibility to turn off the lights and lock both exterior doors and the front gate when you leave. The *Thrive* Management

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HOUSE RULES

Team will provide instructions for turning off the lights and locking the doors.

1. **Member Liability.**

Members using the *Thrive* Workplace after normal business hours are financially liable for any damages caused by their staff, officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees related to carelessness, neglect, misuse or abuse of the *Thrive* Workplace furnishings and property, as well as, damage to any other Members personal items that occur as a result of their occupying the *Thrive* Workplace after normal business hours. This includes damage or theft that occurs if the Member fails to secure the *Thrive* Workplace exterior doors and gate upon leaving the premises.

6. **Property Insurance.** *Thrive* will maintain property and general liability insurance for the *Thrive* workplace and the *Thrive* furniture. Each Member is responsible for providing personal property and general liability insurance for their approved art, personal property, furnishings, furniture, equipment, employees, guests, vendors or business documents. *Thrive* is not liable for damage to a Members personal or business property that is damaged, misused or abused by other Members during or after business hours and special events. Each Member shall provide the *Thrive* Workplace Team with a Certificate of Insurance (COI) naming *Thrive* as an additional insured.

1. **Privacy Policy.** *Thrive* does not sell, trade, or otherwise transfer any Member's personal information, except when required by law.
2. **Alterations and Additions.** With the exception of standard, approved artwork, pictures, and whiteboards, you may not affix anything to the windows, walls or any other part of the office or the *Thrive* workplace or make alterations or additions to the *Thrive* workplace without the prior written consent of the *Thrive* Workplace Team.
3. **Additional Locks.** You may not install additional locks of any kind on any of the doors, windows, files, lockers or any other equipment within the *Thrive* workplace and the Member not make any changes to existing locks or systems.
4. **Solicitation.** Canvassing, soliciting and peddling are prohibited in the workplace. You may network with other Members for any business purpose with their consent.
5. **Member Property.** If you have signed an agreement for a *Thrive* workplace, it is your responsibility to ensure that your information or equipment is locked and its contents secured. All property belonging to you or any employee, agent or invitee and brought into the workplace is at the risk of such person only. *Thrive* will not be liable for damages or theft.
6. **Animals.** Animals, other than certified assistance animals, may not be brought into the workplace.
7. **Smoking.** Smoking is not permitted at any time in any area of the *Thrive* Workplace or within 30 feet of each door.

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HOUSE RULES

IT AND TECHNOLOGY POLICY

1. **Virus Protection.** *Thrive* servers and other technology equipment are shared by all *Thrive* Members. All Members are required to maintain current software anti-virus, malware and spyware protection on any computer equipment that is connected to any of the *Thrive* networks. Service interruption directly or indirectly caused by failure to maintain current software anti-virus, malware and spyware protection will result in Member being required to pay the reasonable costs of repairing such service interruption. Member will not hold *Thrive* liable for any anti-virus, malware or spyware on Member's computer equipment. Members will not hold *Thrive* liable, in accordance with paragraph 16, for any loss of use, data files or other business information as a result of connecting to the *Thrive* Wi-Fi or internet.

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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.