

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 Genius Suite – Part-Time Package

1. Use. The use of the premises shall be for general office.

2. Use. Sublessee shall use and occupy the Premises only for the Agreed Use, and for no other purpose. Sublessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs owners and/or occupants of, or causes damage to neighboring properties.

2.1 Inspection; Compliance. Sublessor and agents shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Sublessee with this Sublease.

3. Rent.

3.1 Rent Defined. All monetary obligations of Sublessee to Sublessor under the terms of this Sublease (except for the Security Deposit) are deemed to be rent ("Rent").

4. Insurance, Indemnity.

4.1 Indemnity. Except for Sublessor's gross negligence or willful misconduct, Sublessee shall indemnify, protect, defend and hold harmless the Premises, Sublessor and its agents, Sublessor's master or ground Sublessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Sublessee. If any action or proceeding is brought against Sublessor by reason of any of the foregoing matters, Sublessee shall upon notice defend the same at Sublessee's expense by counsel reasonably satisfactory to Sublessor and Sublessor shall cooperate with Sublessee in such defense. Sublessor need not have first paid any such claim in order to be defended or indemnified.

4.2 Exemption of Sublessor from Liability. Sublessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Sublessee, Sublessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting

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HOUSE RULES

fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building of which the Premises are a part, or from other sources or places. Sublessor shall not be liable for any damages arising from any act or neglect of any other tenant of Sublessor.

Notwithstanding Sublessor's negligence or breach of this Sublease, Sublessor shall under no circumstances be liable for injury to Sublessee's business or for any loss of income or profit therefrom. The foregoing exemptions shall not apply to the intentional tortious acts of Sublessor or Sublessor's gross negligence.

4.3 Sublessor Discretion to Terminate Lease. Notwithstanding any other contrary provision of this Sublease, if in the reasonable opinion of Sublessor the premises have been destroyed by fire, earthquake, natural disaster or other cause, not attributable to the gross negligence or intentional misconduct of either party, so that it is impractical or inadvisable to restore or repair the same, then this Sublease shall terminate, and each party shall be released from the obligations thereof, effective as of the date of such destruction. In the event of such destruction, and notice thereof to Sublessor, Sublessor will thereupon provide notice to Sublessee within 30 days of Sublessor's election to terminate the Sublease.

5. Personal Property Taxes. Sublessee shall pay, prior to delinquency, all taxes assessed against and levied upon Sublessee owned alterations, utility installations, trade fixtures, furnishings, equipment and all personal property of Sublessee. When possible, Sublessee shall cause such property to be assessed and billed separately from the real property of Sublessor. If any of Sublessee's said personal property shall be assessed with Sublessor's real property, Sublessee shall pay Sublessor the taxes attributable to Sublessee's property within ten (10) days after receipt of a written statement.

6. Utilities. Sublessor, to the best of Sublessor's ability, shall ensure the proper operation and availability of all existing mechanical, electrical, plumbing and HVAC systems as of the date of delivery to Tenant. Sublessor shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Sublessee, Sublessor shall pay a reasonable proportion, to be determined by Sublessor, of all charges jointly metered.

7. Severability. The invalidity of any provision of this Sublease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

8. Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

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9. Attorneys' Fees. If any Party brings an action or proceeding involving the Premises to enforce the terms hereof or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Sublessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach. A minimal reasonable fee is acknowledged to be \$500.00. Such amount may be demanded by Sublessor, whenever the same is incurred, as additional rental due and owing.

10. Notices and Default

10.1 Notice Requirements. All notices required or permitted by this Sublease shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified by law. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Sublessee's taking possession of the Premises, the Premises shall constitute Sublessee's address for notice. A copy of all notices to Sublessor shall be concurrently transmitted to such party or parties at such addresses as Sublessor may from time to time hereafter designate in writing.

11. Waivers. No waiver by Sublessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Sublessee of the same or of any other term, covenant or condition hereof. Sublessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Sublessor's consent to, or approval of, any subsequent or similar act by Sublessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Sublease requiring such consent. The acceptance of Rent by Sublessor shall not be a waiver of any Default or Breach by Sublessee. Any payment by Sublessee may be accepted by Lessor on account of moneys or damages due Sublessor,

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notwithstanding any qualifying statements or conditions made by Sublessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Sublessor at or before the time of deposit of such payment.

12. Binding Effect; Choice of Law. This Sublease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Sublease shall be initiated in the county in which the Premises are located.

13. Sublessor's Access; Showing Premises; Repairs. Sublessor and Sublessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times for the purpose of showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the Premises as Sublessor may deem necessary. All such activities shall be without abatement of rent or liability to Sublessee.

14. Signs Policy. The parties shall meet and confer to adopt appropriate signage prior to the lease commencement date.

15. Quiet Possession. Subject to payment by Sublessee of the Rent and performance of all of the covenants, conditions and provisions on Sublessee's part to be observed and performed under this Sublease, Sublessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

16. Security Measures. Sublessee hereby acknowledges that the rental payable to Sublessor hereunder does not include the cost of guard service or other security measures, and that Sublessor shall have no obligation whatsoever to provide same. Sublessee assumes all responsibility for the protection of the Premises, Sublessee, its agents and invitees and their property from the acts of third parties.

17. Reservations. Sublessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Sublessee, such easements, rights and dedications that Sublessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Sublessee. Sublessee agrees to sign any documents reasonably requested by Sublessor to effectuate any such easement rights, dedication, map or restrictions.

18. Exhibit "A" Security/Closing Protocol – Attached hereto and made a part hereof.

19. Exhibit "B" Rules & Regulations – Attached hereto and made a part hereof.

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20. Exhibit "C" Mailbox Terms and Conditions – Attached hereto and made a part hereof.

21. Other:

Exhibit "A"

SECURITY / CLOSING PROTOCOL

Welcome! The safety and security of our tenants and the premises is our top priority. It is important to make all tenants feel comfortable and safe while working in the building. This requires a collective effort. All tenants must cooperate with building procedures in order to maintain the highest level of security.

1. ACCESS AND ALARM. The first floor and second floor are on different alarm monitoring systems and require separate security systems to protect the building and art gallery. Sublessee only has access to the floor in which Sublessee is officed.

IMPORTANT! If alarm is triggered during entry, it is Sublessee's responsibility to contact Alarm Company immediately in order to report false alarm and stop police dispatch even if Sublessee has de-activated the alarm siren.

If Sublessee does not make contact with the Alarm Company and report the false alarm, Sublessee is held liable for all Police dispatch charges, City fines and Building Manager fees.

The alarm monitoring company telephone number is posted and highlighted yellow in each of the alarm panel drop down flaps. Building Manager emergency numbers are also labeled inside the alarm panel flaps in case of emergency.

Sublessee must keep all exterior and interior doors locked at all times.

After hours, all tenants must exit from the front lobby entrances only. All side entrance exits will trigger alarm after hours and holidays.

Elevator will be locked and non-operational after normal business hours, weekends and holidays.

Sublessee is responsible and liable for all of its staff and clientele. Sublessee is required to properly train on all security policies and procedures all staff and business partners.

2. KEYS. Sublessee will be issued one access card, one suite key and one common area key. Additional keys are available at additional fees. If keys are lost or stolen

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reissuing fees apply. Sublessee is responsible to report lost or stolen keys and access cards immediately.

3. CLOSING. Sublessee is required to check that all doors are locked and lights are turned off before departing the premises.

For security purposes Sublessor reserves the right to revise the Security/Closing Protocol. Sublessee will be notified prior to any changes.

Exhibit "B"

RULES AND REGULATIONS

1. HOURS OF OPERATION: SmartSpace administration hours are Monday through Friday, 9:00am – 5:00pm. The building is accessible 24 hours a day. * Hours of operation are subject to change.

Use of shared office suites is available on a time available basis by reservation only. Management reserves the right to limit total usage hours of time to meet the needs of other reservations. Shared office suites tenants are allotted a maximum of 15 hours per month during the normal business hours which are 9am to 5pm, Monday through Friday. Non-business hours useage will not accrue to the allotted 15 hours but shall be subject to space availability. Additional usage can be scheduled during the off hours and on the weekends. Reservations are scheduled online at www.smartspacesd.com. Please check the schedule before use.

Closed Holidays: The building may be closed additional holidays or special events.

1. New Year's Day 6. Labor Day 2. Martin Luther King Day 7. Thanksgiving 3. President's Day 8. The day after Thanksgiving 4. 4th of July 9. Christmas 5. Memorial Day 10. The day after (or before Christmas)

2. RECEPTIONIST: A receptionist will be on duty during normal hours of operation to receive Sublessee's visitors, mail, messages and deliveries.

3. TELEPHONE SERVICE: Telephone answering service is available during the hours of operation to answer and direct calls and messages. Individual voice mail and phone numbers provided. Outgoing telephone service includes all local and long-distance calls. 411 Calls are *\$1.25/call (*subject to change) and billed on monthly basis. Telephone usage charges will be billed monthly.

4. INTERNET AND COMPUTER SERVICE: WiFi wireless internet is available with pass code provided by Sublessor. Cat 5 Internet Connection to available jacks in suite. Use of "Shared" computer is available with internet and printing access. Shared

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computers are wiped nightly and do not store files. Use of Shared computer may require reservation. Schedule is located online www.smartspacesd.com.

Sublessee is the authorized user and is responsible for all of its internet users including clients, visitors and staff. Users of the Internet connection are responsible for adherence to any copyright, licensing, and all other applicable Federal and State laws and regulations. Sublessor assumes no responsibility for any damages, direct or indirect, arising from use of the Internet. Sublessor makes no warranties of any kind, whether expressed or implied, for the Internet service provided. Specific sites on the Internet may be unavailable due to technical reasons beyond local control. Sublessor's staff or IT technicians are not available to assist individuals with downloading or with configuring or operating their own equipment. While Sublessor's network administration desires to provide a reasonable level of privacy, users should be aware that the data they create on the systems remains the property of Sublessor. Because of the need to protect Sublessor's network, management cannot guarantee the confidentiality of information stored on any network device connecting to Sublessor's telephone and internet network.

5. UTILITIES: Normal utilities will be provided during business hours. Tenants are requested to conserve energy by turning off lights and other electrical devices when not in use. Failure to do so after notification will result in additional fees to tenant. To maintain a comfortable temperature in all offices the thermostat setting should not be changed except by building management.

6. JANITORIAL: Office janitorial services will be provided to each office and the building approximately twice each week. Such services include; emptying trash bins, dusting and vacuuming. Services are subject to change.

7. MAIL SERVICE: Incoming mail and packages will be received and distributed to designated mail boxes.

8. PHOTOCOPYING: The photocopy machine is available for use at any time on a first come first serve basis. Copies will be charged at the posted rates in copy room. Tenants whose package includes access to photocopier will receive a copy code. Copy charges will be billed monthly.

9. CONFERENCE ROOM/PART-TIME OFFICE USEAGE Tenants are allotted a maximum of 15 hours per month (combined office and conference room) during the following hours: (8am-5pm, M-F). Conference room use before or after these hours and on weekends does not apply to the 15 hours total. Additional hourly use can be purchased at \$30 per hour. Extra usage will be billed on the first of the month following the usage. Conference room use over 2 hours at one time needs to be

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requested and approved in advance through the front desk unless prior arrangements have been made. Use of conference room is provided on a time available basis by reservation only. Conference room schedule is located online www.smartspacesd.com. Please check the schedule before use or arranging meetings. It is the agreement of the parties that conference room usage is for the specific scheduled hours only. No early or late usage is allowed without agreement with the manager.

10. FACSIMILE (FAX): Sublessor can provide sublessee with a fax number either through efax or a dedicated line for a monthly charge to Sublessee.
11. OVERAGE HOURS: Sublessee is granted 15 hours of part-time office and conference room space every month from the hours of 8am to 5pm Monday through Friday. Sublessee is required to pay the Sublessor an additional \$30 per hour for overage use exceeding these allotted monthly hours.
12. PARKING: Parking is permitted for day use only. Unauthorized vehicles will be towed away at owner's expense.
13. RESTROOMS: Common area restrooms and showers are available for use.
14. PICTURES/FIXTURES Tenants are not permitted to hang or keep personal effects on the wall or stored in shared office suites. Tenants are not permitted to put up double stick tapes or other permanent adhesives, wallpaper or repaint.
15. SMOKING: Smoking is only permitted in designated area behind basketball court. Cigarette butts are to be fully distinguished and placed in receptacle not on the ground or flicked into landscape. No smoking is permitted inside of the building or on any other part of the premises at any time. Exhibit "C"

MAILBOX TERMS AND CONDITIONS

1. This Mailbox Service Agreement ("Agreement") is made and entered into by the Sublessee for the use of and services related to a mailbox ("Mailbox") under the terms set forth herein.
2. Sublessee agrees that Sublessee will not use the premises, or any other services provided by the Sublessor for any unlawful, illegitimate, or fraudulent purpose, or for any purpose prohibited by U.S. postal regulations. Sublessee further agrees that any use of the Mailbox shall be in conformity with all applicable federal, state, and local laws. Each individual or entity must complete a separate United States Postal Service Form 1583 ("Form 1583") to be authorized to receive mail or packages at the Mailbox.

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3. This Agreement and Form 1583 shall remain confidential, except that this Agreement and Form 1583, including Sublessee's name, address, and e-mail address, may be disclosed upon written request of any law enforcement or other governmental agency, or when legally mandated. Upon request, Sublessee agrees to complete all necessary documents, including Form 1583 and any required acknowledgment form relating to service of process. Sublessee further agrees to sign a revised version of this Agreement and Form 1583 whenever any information required on this Agreement or Form 1583 changes.

4. Possession of the Mailbox key shall be considered valid evidence that the possessor is duly authorized to remove any contents from the Mailbox. In the event of death or incapacity of Sublessee, the Sublessor will require the appropriate documents from the Probate Court, the executor of the estate, the trustee or other similar person or entity before releasing mail or packages to a requesting party.

5. Sublessee agrees to pay an initial set-up fee of _\$0.00__ (which includes a mailbox key fee and other fees associated with opening a mailbox) and/or a door key fee of (which includes an exterior door key fee and other fees associated with 24-hour access if 24 hours access is part of this agreement) as well as applicable monthly service fees and any applicable sales, use, or other taxes. Mailbox service fees are all due and payable in advance and Sublessee agrees that Sublessor may withhold mail and packages from Sublessee pending payment. There will be no pro-rations or refunds for cancellation of any service. Sublessee agrees to pay a late fee of __10%__ if any payment is not received within five (5) days of when due. Mailbox service fees and other related fees stated herein are subject to change. In the event that Sublessee receives an unreasonable volume of mail or packages at the Mailbox according to Sublessor's reasonable judgment, Sublessor may require Sublessee to upgrade to a larger size Mailbox and pay any additional charge. The Sublessor reserves the right to increase the Mailbox service fees in the event that Sublessee adds additional individuals or entities to the names of those individuals or entities authorized to receive mail and packages at the Mailbox pursuant to Form 1583.

6. Sublessee agrees that upon expiration, cancellation, or termination of this Agreement, Sublessee will not file a change of address order with the post office. All mail forwarding is sole responsibility of the Sublessee. Sublessee and Sublessor further agree that upon expiration, cancellation, or termination of this Agreement, Sublessee authorizes Sublessor to accept and destroy any "Unsolicited Mail" (e.g., mail addressed to "occupant," "current resident," or similar designation; or coupons, advertising, or other promotional material) and agree to not forward any mail addressed to Sublessee that is delivered to Sublessor by the United States Postal Service for six (6) months; and may refuse any package addressed to Sublessee delivered by any party other than the United States Postal Service, such as a

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commercial carrier service. All mail received following the expiration, cancellation, or termination of the agreement will be returned to sender. However, at Sublessee's election, the Sublessor will store the mail or United States Postal Service packages (except for Unsolicited Mail) for up to six (6) months upon Sublessee's payment in advance with a storage fee of \$5.00 per month for the time period in which Sublessor holds the mail or packages. The storage fee must be collected by Sublessor by or prior to the last day of the lease agreement. It is Sublessee's responsibility to make arrangements with Sublessor to identify any mail storage needs prior to the expiration, cancellation, or termination of this Agreement. *Mail storage does not apply to the virtual office tenants and mailbox tenants. All mail forwarding is sole responsibility of Sublessee. All mail received following the expiration, cancellation, or termination of the agreement will be returned to sender.

7. Six (6) months (unless the Sublessee is in Default) after the expiration, cancellation, or termination of this Agreement, Sublessor may: a. Refuse any mail or package addressed to Sublessee and delivered to Sublessor. b. Destroy any of Sublessee's mail or packages remaining with Sublessor at such time.

8. Sublessee authorizes Sublessor to complete and file a Shipper's Export Declaration as "agent" on behalf of Sublessee as "principal party in interest" when necessary and to act on behalf of Sublessee as Sublessee's true and lawful agent for purposes of any and all re-mailing, including any re-mailing that requires the filing of a Shipper's Export Declaration by Sublessor (i.e., any export transaction), in accordance with the laws and regulations of the United States. Sublessee further agrees to provide Sublessor with true, accurate, and complete information regarding the contents of any mail or packages to be re-mailed by Sublessor, whether during the term of the Agreement or after termination or cancellation.

9. The term of this Agreement shall be the initial period paid for by Sublessee and any renewal period paid for by Sublessee from time to time. Renewal of this Agreement for additional terms shall be at Sublessor's sole discretion.

10. Sublessee agrees that the Sublessor may terminate or cancel this Agreement for good cause at any time by providing Sublessee with written notice. Good cause shall include but is not limited to: 1) Sublessee abandons the Mailbox; 2) Sublessee uses the Mailbox for unlawful, illegitimate, or fraudulent purposes; 3) Sublessee fails to pay monies owed Sublessor when due; 4) Sublessee receives an unreasonable volume of mail or packages; 5) Sublessee engages in offensive, abusive, or disruptive behavior toward other Sublessee or the Sublessor's employees; and 6) Sublessee violates any provision of this Agreement. Sublessee acknowledges that, for the purpose of determining good cause for termination of this Agreement as provided herein, the actions of any person authorized by Sublessee to use the Mailbox will be attributed

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to Sublessee.

11. Any written notice to Sublessee required or permitted under this Agreement shall be deemed delivered twenty-four (24) hours after placement of such notice in Sublessee's Mailbox or at the time personally delivered to Sublessee. In the event of a termination notice based upon abandonment of the Mailbox, notice shall be deemed delivered (a) on the next day after placing in the hands of a commercial carrier service or the United States Postal Service for next day delivery, or (b) five (5) days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage pre-paid, and addressed to Sublessee at Sublessee's address as set forth in Form 1583, or on the date of actual receipt, whichever is earlier.

12. As Sublessee's authorized agent for receipt of mail, the Sublessor will accept all mail, including registered, insured, and certified items, and, if authorized on Form 1583, restricted mail (i.e., mail where the sender has paid a fee to direct delivery only to an individual addressee or addressee's authorized agent). Unless prior arrangements have been made, the Sublessor shall only be obligated to accept mail or packages delivered by commercial carrier services, which require a signature from Sublessor as a condition of delivery. Sublessor must accept and sign for all mail and packages upon the request of Sublessor. Packages not picked up within __three (3)__ days of notification will be subject to a storage fee of __\$5.00__ per day per package, which must be paid before Sublessee receives the package. In the event Sublessee refuses to accept any mail or package, Sublessor may return the mail or package to the sender and Sublessee will be responsible for any postage or other fees associated with such return. C.O.D. items will be accepted ONLY if prior arrangements have been made and payment in advance is provided to Sublessor. In those states where the Sublessor is required by law to act as Sublessee's agent for service of process, Sublessee hereby authorizes the Sublessor to act as Sublessee's agent for service of process, and this authorization shall remain in effect for as long as this Agreement is in effect, or as long as required by state law, whichever is later. The Sublessor agrees to follow its standard procedures for the timely placement of mail received and addressed to Sublessee into Sublessee's Mailbox, and Sublessee hereby releases and agrees to protect, indemnify, defend, and hold harmless the Sublessor from any and all liability that may arise at any time in connection with the Sublessor's actions or status as Sublessee's agent for service of process.

13. Sublessee agrees to protect, indemnify, defend, and hold harmless Sublessor and their respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents, and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs, and causes of action of every type and character arising out of or in connection with the use or possession of the Mailbox, including without limitation, any demands, claims,

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and causes of action for personal injury or property damage arising from such use or possession, from failure of the United States Postal Service or any commercial carrier service to deliver on time or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the Mailbox contents by any cause whatsoever, from the Sublessor's collection or remission of sales, use, or any other taxes, including, but not limited to, the Sublessor's failure to refund any amounts that have been collected or remitted, from any penalties, fines, or other liabilities that arise out of, or in connection with, the Sublessor's actions or status as Sublessee's agent with respect to export transactions, or the Sublessor's completion and filing of any Shipper's Export Declaration on behalf of Sublessee, and from any violation by Sublessee of applicable federal, state, or local laws, or the laws of any foreign jurisdiction. In the event that Sublessor submits or processes any sales, use, or other tax refund claim on behalf of Sublessee, Sublessee agrees to cooperate fully with Sublessor, including, but not limited to, providing any and all information and documentation necessary to process or submit such a claim.

14. Sublessee acknowledges and agrees that Sublessor is independently owned and operated.

15. SUBLESSEE HEREIN AGREES THAT THE TOTAL AMOUNT OF LIABILITY OF SUBLESSOR, IF ANY, FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE HEREUNDER SHALL NOT EXCEED \$100.00 REGARDLESS OF THE NATURE OF THE CLAIM.

16. Sublessee must use the exact mailing address for the Mailbox without modification as set forth in Section three (3) of Form 1583. The United States Postal Service will return mail without a proper address to the sender endorsed "Undeliverable as Addressed."

17. Delivery by commercial carrier services must be made to Sublessor's street address only (and not to a P.O. Box).

18. Upon signing this Agreement, Sublessee shall provide two (2) forms of valid identification, one of which shall include a photograph.

This Agreement may not be amended or modified, except in a writing signed by both parties.

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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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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.