

DASH License[®] Monthly Use

1

DEFINITIONS

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

2

AGREEMENT

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

3

HOUSE RULES

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

4

LICENSE TERMS

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

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

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DEFINITIONS

AGREEMENT DATE

GUEST:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

SPACE DETAIL:

NAME

SPACE TYPE:

MAX OCCUPANCY:

SIZE (SQ FT):

TERM:

START DATE:

END DATE:
(Optional)

CANCELLATION TERMS

MINIMUM TERM

HOST & BUILDING:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

FEES, DEPOSIT AND TAXES:

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

MONTHLY CHARGE

SETUP CHARGE

DEPOSIT

TAXES

MARKETPLACE SERVICE:

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

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DEFINITIONS

AGREEMENT DATE

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

CANCELLATION TERMS

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

HOST

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

"GUEST" OR "YOU"

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

SPACE

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

MAXIMUM OCCUPANCY

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

BUILDING

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

TERM

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

FEES

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

DEPOSIT

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

TAXES

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

MARKETPLACE SERVICE

shall mean the LiquidSpace service.

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DIRECT AGREEMENT FOR SPACE HOSTING (DASH) LICENSE

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

The Host and Guest agree as follows:

LICENSE

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

TERM

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

HOUSE RULES

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

PAYMENT

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

DEFINITIONS

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

ENTIRE AGREEMENT

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

House Rules for Liberty Bank Building Coworking

General Terms and Conditions

01. TERMS

- a. **“Agreement”** means (collectively) the Terms & Conditions, Payment Authorization and any applicable Addendums attached to your Membership Agreement.
- b. **“Authorized Signatory”** means a person legally authorized to sign your Agreement.
- c. **“Effective Date”** means the date when a membership agreement is fully executed by all parties.
- d. **“LBB,” “we” or “us”** means Liberty Bank Building, LP, the ownership entity of the building, and who you are contracting with.
- e. **“Member”** means you, or each person on your team who is authorized by you to use your Office Space and take advantage of amenities as permitted by your Membership.
- f. **“Member Company”** means a company, entity or individual that enters into a Membership Agreement with us.
- g. **“Office Space”** means the office number and/or workspace location(s) assigned to you per the Agreement.
- h. **“Platform”** means the website on which members complete their profiles and take actions such as updating their payment information or canceling their membership.
- i. **“Premises”** means a building or a portion of the building in which we offer offices, workstations, dedicated desks or other workspaces and amenities to Members and Member Companies.
- j. **“Primary Member”** means the primary in-Premises Member for contact purposes and who acts as Authorized Signatory.
- k. **“Regular Business Day”** means a weekday, between 8:30 am and 5:30 pm (**“Regular Business Hours”**), with the exception of bank or public holidays.
- l. **“Start Date”** means the start date set forth in the Agreement.
- m. **“You”** means the individual or company listed in the Agreement.

02. MEMBERSHIP BENEFITS

- a. **Services.** We will use commercially reasonable efforts to provide you (and your Members, as applicable) the services described below. (the “Services.”) i. Furnishings of the quality and in the quantity typically provided to other Members. ii. Maintenance of the Premises, provided that we will not be responsible for damage exceeding normal wear and tear. iii. Access to and use of the LBB Member Network site. iv. Access to and use of the shared Internet connection. v. Use of the

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HOUSE RULES

printers, copiers and/or scanners made publicly available in the Premises. vi. Use of the conference rooms subject to availability and your prior reservation of such conference rooms. vii. Heat and air-conditioning in the Premises. viii. Acceptance of mail on behalf of your business during Regular Business Hours; provided that we are not liable for any mail or packages received without a LBB employee's signature indicating acceptance or should you use our mail and deliveries services for fraudulent or unlawful purposes. ix. Opportunity to participate in Members-only events, benefits and promotions. x. Services may be modified or reduced at any time and may be provided by us or a third party.

b. Our Reserved Rights. We have the right to enter your Office Space, with or without notice, to provide Services, for safety or emergency purposes or for any other purpose. We may temporarily move furniture and we have the right to alter your Office Space, as long as we don't substantially decrease the square footage of your Office Space or related amenities.

c. Office Space Not Timely Available. If we are unable to make the Office Space available by the Start Date for any reason, we are not liable nor is the validity of your Agreement affected. You will not be required to pay a Membership Fee until an Office Space is made available to you.

03. YOUR MEMBERS

a. Updating Your Member List. If you are a Company, only those individuals Included on your Member List will be considered "Members" and entitled to the benefits described in your Agreement. Access to Services will begin on either the start date of your Agreement or the date we confirm that they have been added to your Member List. A Primary Member will be responsible for ensuring the Member List is up to date, and that each new Member completes their online registration and profile.

Any Member removed from the list will no longer have access to Services upon the earlier of (1) the termination or expiration of your Agreement; (2) your removal of such Member from the Member List or (3) our notification to you that such Member will be removed from the Member List. This may occur if a Member violates your Agreement.

The number of Members on your Member List is limited to the number of Members agreed to in your Agreement. We reserve the right to further limit the number of Members allowed at any point to comply with local regulations or for other reasons.

b. Primary Member and Authorized Signatory. A Primary Member will serve as our primary contact regarding matters that involve your Members, your Office space or the Premises. The Primary Member must be the Authorized Signatory with sole authority to make changes to or terminate your Agreement. An Executive Officer of the company, may designate an alternate Primary Member, although we have the right to require proof of authority.

Unless we receive instructions from the Authorized Signatory or an Executive Officer of the company, if the individual designated as the Primary Member ceases to provide services to the Member Company or ceases to use the Office Space regularly, we will use our reasonable judgment in designating a replacement Primary Member.

04. MEMBERSHIP FEES

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- a. **Payments Due Upon Signing.** You will be obligated to pay the fees per your Agreement upon signing the Agreement.
- b. **Membership Fee.** We will process payment for your Membership Fee and other then-outstanding fees at the beginning of each month. Your membership fee may increase from time to time;
- c. **Invoices; Financial Information.** We will provide invoices and other billing-related documents, information and notices to the Primary Member.
- d. **Overage Fees.** Each month, you may receive a certain number of credits for conference room use, copies, printouts and other products and services we may offer from time to time. If these allocated amounts are exceeded, you will be responsible for paying fees for such overages. The current overage fee schedule is listed on LBB.com/faq. Overage fees are subject to increase from time to time.
- e. **Late Fees.** If payment for the Membership Fee or any other accrued and outstanding fee is not made by the fifteenth (15th) of the month in which such payment is due, you will be responsible for paying the then-current late charge. You may be charged overage fees or late fees. Late fees are set at 5% of the amount due, and will recur monthly.
- f. **Form of Payment.** We accept payment of all amounts solely by direct withdrawal from your bank account, credit card and Apple Pay. You are required to maintain sufficient money in your bank account or to inform us promptly of any changes to your bank account or credit card information. If payment via credit card fails on two occasions, we may require you to make payments via direct withdrawal.
- g. **Outstanding Fees.** When we receive funds from you, we will first apply funds to any balances which are in arrears and to the earliest month due first. Once past balances are satisfied, any remaining portion of the funds will be applied to current fees due. If any payments remain outstanding after we provide notice to you, we may, in our sole discretion, withhold Services or terminate your Agreement.

05. TERM & TERMINATION

- a. **Term.** Your Agreement will be effective when signed and your first month's membership has cleared our account. You will be entitled to move into the Office Space after 11:00 a.m. EST on the Start Date on a Regular Business Day. Unless otherwise set forth in your Agreement, the Term shall continue on a month-to-month basis.
- b. **Cancellation Prior to Start Date by You.** You may cancel your Agreement prior to the Start Date upon delivery of written notice to us. If you terminate more than one (1) full calendar month prior to your Start Date, you may be entitled to a refund. A refund upon termination within one (1) full calendar month prior to your Start Date is at our sole discretion.

For example, if your Agreement starts on August 1 and you request cancellation of your Agreement by June 30 you may be entitled to a refund, but if you cancel on July 1 no refund will be given.

- c. **Termination After the Start Date by You.** You may cancel your Agreement by notifying us in writing at least one full calendar month prior to the month on which you want to end your

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HOUSE RULES

Agreement.

For example, if you want to terminate your Membership on August 31, we must receive notice by July 31. If we receive notice on August 5, then your Membership will terminate on September 30.

No pro-rata Membership fees will be refunded. You must vacate the Office Space no later than 5:30 pm on your final Membership day. After that, Services will be discontinued.

d. Termination or Suspension After the Start Date by Us. We may withhold Services or immediately terminate your Agreement if you or any Member of your team breaches your Agreement in any way. You will remain liable for past due amounts, and we may exercise our rights to collect due payment, despite termination of your Agreement.

e. Service Retainer. After termination or expiration of your Agreement, we will return the balance of your Service Retainer (if any) to you.

f. Removal of Property Upon Termination. Prior to the termination or expiration of your Agreement, you will remove all property owned by you or your Members from the Premises. If not, after providing you with reasonable notice, we will not have an obligation to store said property and will instead have the right to dispose of it at our discretion. By signing the Agreement, you waive any claims or demands regarding such property or our handling of such property. You will also be responsible for paying any fees reasonably incurred by us regarding such removal.

g. Redirect Mail. Following the termination or expiration of your Agreement, it is your responsibility to redirect mail. We will not forward or hold mail or other packages for you.

06. HOUSE RULES

You are responsible for ensuring your Members comply with all of our House Rules. These are the rules you must follow: a. Keys, key cards and other such items used to gain physical access to the Premises or the Office Space remain our property and you will be liable for replacement fees if such items are lost, stolen or destroyed; b. You shall promptly notify us of any change to your contact and payment information; c. We will provide notice to you of any changes to services and fees. It is your responsibility to read such notices and to ensure your Members are aware of any changes; d. For security reasons, we may, but have no obligation to, regularly record certain areas in the Premises via video; e. We may disclose information about you or your Members as necessary to satisfy any applicable law, rule, regulation, legal process or government request or as we otherwise deem reasonably necessary for the protection of us, other Member Companies or other Members; f. You and your Members will abide by other rules and regulations as determined by us and communicated to you. We may add, delete or amend the rules and regulations at our reasonable discretion and with notice to you, provided that neither the enforcement of such rules nor the additions, deletions or amendments of such rules shall be discriminatory; g. All of your Members are at least 18 years of age; h. Any alcoholic beverages brought onto the Premises must be stored inside a locked Office Space. No alcohol may be stored or consumed in common areas unless with prior written permission from us; i. You shall be solely and fully responsible for ensuring that no alcohol is consumed by any of your Members who is younger than the legal age for consuming alcohol in the applicable jurisdiction; j. Your Office Space has a limited capacity. If the number of Members or other individuals regularly using your Office Space exceeds the number allocated in your Agreement, you will be required to pay an additional fee. If there is no additional

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capacity for additional Members in your Office Space, you will need to add additional desk or flex space to your Agreement; k. Common spaces are to be enjoyed by all our Member Companies, Members and guests unless otherwise instructed by us, and are for temporary use and not as a place for continuous, everyday work; l. You and your Members may not conduct meetings, whether in person or online, or phone conversations in Common spaces; m. You and your Members must have written authorization from us to host an event on the Premises. Additional fees may apply; n. You may not make any physical alterations to the Office Space without prior consultation and approval by us. In the event that any alterations are made, you shall be responsible for the full cost and expense of the removal of any such items and any restoration necessitated. Any additional costs incurred by us due to such alterations or their removal shall also be your responsibility. You must coordinate with us to plan the appropriate time, manner and means for our facilities team to perform the work. At no time shall you or any of your Members perform any alterations without our written authorization; o. You have no expectation of privacy or security with respect to our Internet connection, networks and our management software. Your activity and any files or messages on or using any of those systems may be monitored at any time without notice, including for security reasons and to ensure compliance with our policies; p. You and your Members' computers, tablets, mobile devices and other electronic equipment must be kept up-to-date with the latest software updates provided by the software vendor and kept clean of any malware, viruses, spyware, worms, Trojans, or anything that is designed to perform malicious, hostile and/or intrusive operations. We reserve the right to remove any device from our networks that poses a threat to our networks or users until the threat is remediated; and q. You grant us permission to use your name, trademark and/or logo to identify you as a Member of LBB, alongside those of other Members, on a public-facing "Membership" display on our website. You acknowledge that we may, from time to time, use your name, trademark and/or logo incidentally and/or in passing in connection with promotion of our and our partners' businesses, products and services during and after the Term. To the extent (i) any such use is objectionable to you, (ii) you notify us of your objections in writing and (iii) provided that we work promptly and in good faith to remove or minimize to the extent reasonably possible under the circumstances the effect of the objected-to conduct, you hereby waive any claims or damages against us relating to such use.

These are the things that you cannot do: a. Perform any activity that is reasonably likely to be disruptive or dangerous to us, any Member Companies, Members, guests or property and our employees, including without limitation the Office Space or the Premises; b. Use the Services to conduct or pursue any illegal activities; c. Use the Services to conduct any activity that is generally regarded as offensive; d. Attach or affix any items to the walls or make any other alterations to the Office Space, or install antennas or telecommunication lines or devices in the Office Space or the Premises or bring any additional furniture into the Office Space or the Premises, in each case without our prior written consent; e. Misrepresent yourself to the LBB community, either in person or on our community network; f. Take, copy or use any information or intellectual property belonging to other Member Companies or their Members or guests, including without limitation personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same, and this provision will survive termination of your Agreement; g. Take, copy or use for any purpose the name "LBB" or any of our other business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property or modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of the Premises, without our prior consent, and this provision will survive termination of your Agreement; h. Use the Office Space in a "retail," "medical," or other nature involving frequent visits by members of the public; i.

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HOUSE RULES

Make any copies of any keys, keycards or other means of entry to the Office Space or the Premises or lend, share or transfer any keys, keycards or codes to any third party, unless authorized by us in advance; j. Install any locks to access the Office Space or anywhere within the Premises, unless authorized by us in advance; or k. Allow any guest(s) to enter the building without registering such guest(s) and performing any additional required steps according to our policies.

07. ADDITIONAL AGREEMENTS

a. **Technology Release.** In order to utilize all the functionalities offered by us, it may be necessary to install software onto a Member's computer, tablet, mobile device or other electronic equipment. In addition, from time to time, at a Member's request, we or an affiliate, or our or their agent or service provider, may help troubleshoot problems a Member may have in trying to access certain functionalities, such as printing or accessing the Internet. Regarding the foregoing, you agree that we and our affiliates: i. are not responsible for any damage to any Member's computer, tablet, mobile device or other electronic equipment, or otherwise to Member's system, related to such technical support or downloading and installation of any software; ii. do not assume any liability or warranty in the event that any manufacturer warranties are voided; and iii. do not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support.

b. **Waiver of Claims.** To the extent permitted by law, you, on your own behalf and on behalf of your Members, employees, agents, guests and invitees, waive any and all claims and rights against us at the Premises and our affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, the "LBB Parties") resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet.

c. **Limitation of Liability.** The aggregate monetary liability of any of the LBB Parties to you or your Members, employees, agents, guests or invitees for any reason and for all causes of action, will not exceed the total Membership Fees paid by you to us under your Agreement in the twelve (12) months prior to the claim arising. None of the LBB Parties will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption. You acknowledge and agree that you may not commence any action or proceeding against any of the LBB Parties, whether, in contract, tort, or otherwise, unless the action, suit, or proceeding is commenced within one (1) year of the cause of action's accrual.

d. **Indemnification.** You will indemnify the LBB Parties from and against any and all claims, liabilities, and expenses including reasonable attorneys' fees, resulting from any breach of your Agreement by you or your Members or your or their guests, invitees, or pets or any of your or their actions or omissions. You are responsible for the actions of and all damages caused by all persons and pets that you, your Members or your or their guests invite to enter any of the Premises. You shall not make any settlement that requires a materially adverse act or admission by us or imposes any obligation upon any of the LBB Parties without our written consent. None of the LBB Parties shall be liable for any settlement made without its prior written consent.

e. **Insurance.** You are responsible for maintaining, at your own expense and at all times during the Term and for a period of two (2) years after, personal property insurance and commercial general liability insurance covering you and your Members for property loss and damage, injury to your Members and your Members' guests or pets and prevention of or denial of use of or access to, all

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HOUSE RULES

or part of the Premises, in form and amount appropriate to your business. You will ensure that LBB and the landlord of the applicable Premises shall each be named as additional insureds on any such policies of insurance and that you waive any rights of subrogation you may have against LBB and the landlord of the applicable premises. You shall provide proof of insurance upon our request.

f. **Pets.** If you have permission for a pet in your Office Space, and if any Member plans on regularly bringing a pet into the Office Space or otherwise into the Premises, we may require this Member to produce proof of vaccination for such pet in a form satisfactory to us. All pets should remain inside the Office Space unless accompanied by a Member. If any of your Members brings a pet into the Premises, you will be responsible for any injury or damage caused by this pet to other members or guests or to the property of LBB or any employees, members or guests. None of the LBB Parties will be responsible for any injury to such pets. We reserve the right to restrict any Member's right to bring a pet into the Premises in our sole discretion.

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

08. ARBITRATION AND CLASS ACTION WAIVER

a. **Governing Law.** Your relationship with us shall be governed by the internal laws of the Commonwealth of Pennsylvania, without considering principles of conflicts of law.

b. **Arbitration.** If any kind of legal claim arises between us as a result of your Membership, either of us will have the right to arbitrate the claim, rather than use the courts. There are only three exceptions to this rule. First, we will not invoke our right to arbitrate a claim you bring in Small Claims Court or an equivalent court, if any, so long as the claim is pending only in that court. Second, we have the right to seek an injunction in court if you violate or threaten to violate your obligations. Third, disputes arising under the Agreement will be handled in the manner described in these Terms and Conditions. All arbitration will be conducted in Pittsburgh, Pennsylvania, unless we agree otherwise in writing in a specific case. All arbitration will be conducted before a single arbitrator in accordance with the rules of the American Arbitration Association.

c. **Proceedings; Judgment.** The proceedings shall be confidential. The award rendered shall be final and binding on both parties. Judgment on the award may be entered in any court of competent jurisdiction. In any action, suit or proceeding to enforce rights under your Agreement, the prevailing party shall be entitled to recover, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs and expenses of every kind in connection with the action, suit or proceeding, any appeal or petition for review, the collection of any award or the enforcement of any order, as determined by the arbitrator(s) or court, as applicable. Your Agreement shall be interpreted and construed in the English language.

d. **Class Action Waiver.** Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. You and we also agree not to participate in claims brought in a private attorney general or representative capacity, or any consolidated claims involving another

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person's account, if we are a party to the proceeding. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

09. MISCELLANEOUS

a. **Nature of the Agreement; Relationship of the Parties.** Your Agreement with us is the commercial equivalent of an agreement for accommodation in a hotel. The Premises and Office Space remain in our possession and control. We are simply giving you the right to share the use of this space. Notwithstanding anything in your Agreement to the contrary, you and we agree that our relationship is not that of landlord-tenant or lessor-lessee. We are not granting you or any Member any title, easement, lien, possession or related rights in our business, the Premises, the Office Space or anything contained in them. Your Agreement creates no tenancy interest, leasehold estate, or other real property interest, nor does it create a fiduciary or agency relationship, or partnership or joint venture, for any purpose. Neither party will in any way misrepresent our relationship.

b. **Waiver.** Neither party shall be deemed by any act or omission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party.

c. **Subordination.** Your Agreement is subject and subordinate to any loans or agreements that we hold for the Premises.

d. **Extraordinary Events.** We are not liable for or in any way in breach of our Agreement in the event of delays or failures to perform as a result of conditions beyond our control.

e. **Severable Provisions.** Each provision of your Agreement shall be considered separable. To the extent that any provision of the Agreement is prohibited, your Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under applicable law.

f. **Notices.** Notices under your Agreement will be sent by email and be effective on the first business day after they are sent.

g. **Headings; Interpretation.** The headings in your Agreement are for convenience only and are not to be used to interpret or construe any provision of the Agreement. Any use of "including," "for example" or "such as" in the Agreement shall be read as being followed by "without limitation" where appropriate.

h. **No Assignment.** Except in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the shares or assets of you or your parent corporation, you may not transfer or otherwise assign any of your rights or obligations under your Agreement (including by operation of law) without our prior consent. We may assign this Agreement without your consent.

i. **OFAC.** You hereby represent and warrant that (i) neither you nor any of your Members are or will be, at any time during the Term, an entity or individual listed on the Specially Designated Nationals and Blocked Persons List published by the U.S. Department of Treasury, as updated from time to time and neither you nor any of your Members will, at any time during the Term,

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HOUSE RULES

engage in any activity under this Agreement, including the use of Services provided by LBB in connection with this Agreement, that violates applicable U.S. economic sanctions laws or causes LBB to be in violation of such U.S. economic sanctions laws.

j. **Entire Agreement.** This Agreement, including the Membership Details form, constitutes the entire agreement between the parties relating to the subject matter hereof and shall not be changed in any manner except by a writing executed by both parties or as otherwise permitted herein. All prior agreements and understandings between the parties regarding the matters described herein have merged into this Agreement.

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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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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.