

# DASH License<sup>®</sup> 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<sup>®</sup> is a trademark, registered in numerous countries, and DASH<sup>®</sup> and DASH License<sup>®</sup> are trademarks of LiquidSpace, Inc.

# 1

## 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.

# 1

## 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.

# 2

## 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 Industrious - Country Club Plaza

Industrious House Rules - LiquidSpace DASH License Transactions

Industrious

OPTIONAL SERVICES

(additional fees required)

- â— Additional conference room hours: \$25/half hour
- â— Dedicated internet (100% fiber dedicated bandwidth): \$20.00 per Mbs/company/month
- â— Public IP Address: \$30.00 / month
- â— Phone service (without phone): \$40.00 / month
- â— Phone service (with phone): \$60.00 / month
- â— Phone tree (basic): \$40/month
- â— Phone tree (enhanced): \$120/month
- â— Call recording: \$50/month
- â— Port in a number (transfer existing number to your new Industrious phone): \$30/month
- â— Port out a number (transfer an Industrious number to a new line/phone): \$30
- â— Conference bridge: \$20.00 / month
- â— Fax to email: \$30.00 / month
- â— Logo: \$300 / logo

Guest Obligations

(a) Background Checks. Industrious reserves the right to conduct a basic criminal and OFAC background check on any or all of Guest's owners, officers, employees and agents who will be granted access to the Premises (particularly if Guest desires after-hours access for such persons), and Guest agrees to use good faith efforts to assist Industrious with the same, at no cost of Guest. After-hours access may only be granted to those persons who pass such background check to Industrious's sole and absolute satisfaction. Guest represents and warrants that neither Guest, nor any of its owners, officers, employees or agents has been or will be: (a) designated as a "blocked person" as such term is described in Executive Order 13224, issued September 23, 2001 by George W. Bush, President of the United States; or (b) a person or entity described either as a Specially Designated Global Terrorist or a Specially Designated Nationals and Blocked Persons by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. The continued accuracy throughout the Term of this Agreement of the foregoing representation and warranty is an ongoing material condition to this Agreement and, accordingly, Guest has the obligation during the Term to immediately notify Industrious by written notice if the foregoing representation and warranty should ever become false. Any breach of the

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## HOUSE RULES

representation

and warranty or failure on the part of Guest to so update Industrious constitutes a breach of this Agreement.

(b) Security. Industrious makes no warranty or representation to Guest with respect to any security services

or systems and Industrious expressly disclaims any liability related to the wrongful access, use or disclosure of any data or information that is processed, stored or transmitted through or by the Services,

which includes without limitation, the Software. Guest shall be fully responsible for the safety and security

of its personal property brought into the Office Space, Premises and/or building. As between Industrious

and Guest, Guest shall also be fully responsible for any liability related to the wrongful access, use or

disclosure of any data or information that is processed, stored or transmitted through or by the Services,

which includes without limitation, the Software. Industrious shall not be liable to Guest on account of any

loss, injury, liability, damage or theft to any business or personal property of Guest, its Invitees, other than

as a result of Industrious's gross negligence or willful misconduct. Guest acknowledges that all keys, key

cards, key fobs, and other such items used to gain physical access to the building, Premises and/or the

Office Space remain the property of Industrious, or its landlord or the owner of the Premises or each of

their respective affiliates (as applicable, "Landlord"). Guest will not attempt to (or allow others to) gain

unauthorized access to any computer systems located at or serving the Premises or any content or data

of Industrious, other members, or any other person. Neither Guest nor any of its Invitees are permitted to

enter any other office space in the Premises. Guest will use its best efforts to safeguard the Premises and Industrious's property and will be liable for all costs and expenses should any such property be lost

or damaged as a result of Guest's and/or its Invitees acts or omissions. Guest is solely responsible for

maintaining all necessary security and control of any and all user names, passwords, or any other credentials issued to or used by Guest or its Invitees, for use with Industrious's computer systems, networks, or other Services provided under this Agreement. Guest will not allow (and will instruct its

Invitees to not allow) a party unknown to them to enter the Office Space or the Premises and acknowledges that such action may result in the termination of this Agreement. Guest is and will remain

responsible for the actions or omissions of all persons that Guest or its Invitees allow or invite to enter the

Office Space or the Premises.

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(c) Complaints. Guest agrees that all issues and complaints relating to the Office Space or other members will be directed solely to Industrious. Guest will have no direct access to or communication with the Landlord (if other than Industrious), and Guest agrees not to send any complaints or demands to the Landlord directly.

(d) Privacy Policy. Guest agrees that the use of Industrious's online portal and website are subject to Industrious's Portal Terms of Use and Privacy Policy, which are available at [www.Industriousoffice.com/portalterms/](http://www.Industriousoffice.com/portalterms/) and [www.Industriousoffice.com/privacypolicy/](http://www.Industriousoffice.com/privacypolicy/), respectively, and which are subject to change from time to time in Industrious's sole discretion.

(e) Rules and Policies. Additional rules may be set forth in the Member handbook or other policy documents applicable to each Industrious location, which are subject to change from time to time in Industrious's sole discretion. Guest agrees to abide by all rules and policies as determined by Industrious from time to time, whether communicated to Guest verbally, by email, other written notice or public posting. Without limiting the foregoing, Industrious may require Guest and each of its Invitees who will be granted access to the Premises to agree to and sign Industrious's Anti-Harassment Policy prior to using the Office Space or Services.

(f) Prohibited Conduct. In addition to any other applicable rules and policies issued by Industrious, Guest agrees to the following terms and conditions:

(i) No Assignment or Sublicense. Guest may not sell, lease, license, distribute or grant any interest in the Office Space or any of the Services to any third party. Further, Guest may not assign this Agreement in whole or in part, or otherwise transfer, sublicense or otherwise delegate any of Guest's rights or obligations under this Agreement, to any third party.

(ii) No Alterations. Guest may not alter the Office Space or Premises in any manner or attach or affix any items to the walls, floors or windows, without the prior written consent of Industrious.

(iii) No Unapproved Items. Guest may not store any of its property or materials in any area of the Premises, except the Office Space. Guest may not bring any additional furniture, furnishings or decorations into the Premises or Office Space or install any satellite or microwave antennas, dishes, cabling or telecommunications lines in the Premises or Office Space without the prior written consent of

Industrious in its sole discretion. Guest acknowledges that carts, dollies and other freight items may not be used in the passenger elevator except by appointment made with Industrious, at Industrious's sole discretion.

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## HOUSE RULES

(iv) No Retail Use. Guest will use the Office Space solely as general office space in the conduct of Guest's business and for no other use whatsoever. Use of the Office Space for retail, medical or other

type of business involving frequent visits by members of the public, manufacturing, or for any other use

prohibited by the Member handbook is not permitted. Regular use of the Office Space is limited to those

persons subject to background checks as set forth in this Agreement.

(v) No Illegal Activities. Guest may not use the Premises, any Services, or any Industrious computer

systems or networks to conduct or pursue any illegal activities, including but not limited to, downloading,

distributing or viewing any illegal content, engaging in any activity in violation of OFAC regulations, and/or

illegally downloading any copyrighted content, or any other activity that violates any intellectual property

rights, and any such conduct using the Premises or Industrious's systems or networks may result in immediate termination of this Agreement.

(vi) No Offensive Behavior. Guest may not conduct any activity in the Office Space, Premises and/or the

building that is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous,

invasive of another's privacy, hateful, or racially, ethnically or otherwise generally regarded as offensive to

other people, including but not limited to, involvement in hate groups or activities involving pornographic

or sexually explicit materials or obscenities, whether written, oral, or in any form or medium. Guest will

refrain from any activities that may be disruptive, a nuisance or an annoyance, including but not limited to,

acts of disorderly nature or excessive noise. Guest may not conduct any activity which may be hazardous

to other persons in the building. Industrious may determine at its sole discretion what activities may be

deemed offensive, disruptive or hazardous.

(vii) No Malware, Spamming. Guest may not upload any files that Guest knows or suspects to contain or

may contain viruses, Trojan Horses, worms, time bombs, corrupted files, or any other malicious code,

whether known or unknown that may damage or disrupt Industrious's or any other person's computer

systems or networks. Guest will take precautions to prevent the spread of viruses, including but not limited to, using up-to-date anti-virus software, enacting policies to avoid opening suspicious emails, and

avoiding suspicious websites. Spamming other members or any other persons is strictly prohibited, and



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## HOUSE RULES

any such conduct using the Premises or Industrious's systems or networks may result in immediate termination of this Agreement.

(g) Personal Information. Licensee represents and warrants that it has obtained the necessary authorizations and consents for any personal information it processes through the Services, which includes without limitation, the Software.

### Section 5. Intellectual Property and Confidentiality

(a) Trademarks. Guest may not use Industrious's name, logo, trademarks, service marks or domain names

(collectively, "Industrious Marks") in any way in connection with Guest's business, without the express

written consent of Industrious, in its sole discretion. Guest will comply with all standards established by

Industrious from time to time with respect to the Industrious Marks. Guest hereby acknowledges and

agrees that all right, title, and interest in and to the Industrious Marks belong to Industrious, and that all

usage and goodwill of the Industrious Marks will inure only to the benefit of Industrious. Guest will not

use, register, or attempt to register any trademarks or domain names that are confusingly similar to the

Industrious Marks, nor use the Industrious Marks in any manner that would indicate that Guest has any

rights thereto. If consent to use the Industrious Marks is granted as set forth above, Industrious reserves

the right to revoke Guest's rights to use the Industrious Marks at any time in Industrious's sole discretion.

(b) Publicity. Guest may use the address of the Office Space as its business address, but only during the

Term of this Agreement. Guest may not use photos or illustrations of the Premises, or any Industrious

Marks, in any of Guest's marketing materials or in any other manner without the express written consent

of Industrious. Further, no press release, advertising, sales literature or other publicity statements relating

to the existence or substance of this Agreement or the relationship of the parties may be made by Guest

without the prior written approval of Industrious. Guest grants Industrious and its affiliates the right to use

Guest's trade name(s), logos and/or trademarks in Industrious's materials prepared for its shareholders or

members, or prospective shareholders or members.

(c) Member Directory. Industrious may place Guest's name and contact information in a directory of

Industrious members; provided that Guest will be given the opportunity to "opt-out" of such listing which it

may do at any time.

(d) Photo and Video Shoots. Guest acknowledges that promotional photography and/or video

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recording (a “Shoot”) may occur in the Premises (but not within the Office Space) from time to time. Industrious will provide Guest with reasonable advance notice of any such Shoot, and at such time Guest may request that Industrious endeavor to avoid capturing Guest’s name, likeness, image, voice and/or appearance in the background any such recordings. Industrious will use commercially reasonable efforts to comply with Guest’s request. Subject to the foregoing, by entering that portion of the Premises in which a Shoot is taking place, Guest and Guest’s Invitees consent to such photography and/or video recording and the release, publication, exhibition or reproduction of such recordings in which they may appear for promotional purposes by Industrious and its affiliates and representatives. Subject to the foregoing, Guest and its Invitees each hereby releases and discharges Industrious and its agents, representatives, and assignees from any and all claims and demands arising out of or in connection with the use of the name, likeness, image, voice, or appearance of Guest or any of its Invitees, including any and all claims for invasion of privacy, right of publicity, misappropriation, misuse, and defamation. Guest represents and warrants to Industrious that its Invitees will have been informed of and agreed to this consent, waiver of liability, and release before they enter that portion of the Premises in which a Shoot is taking place. (e) Sensors. Guest acknowledges that Industrious does or may utilize sensors that record usage of the Premises, excluding the Office Space, and amenities (the “Sensors”), and consents to the use of the Sensors. The Sensors monitor, among other things, the number of people utilizing a particular space or amenity, the times that a particular space or amenity is used, etc. Low resolution images may be captured, which will be processed by automated software, for the purpose of counting people and upon the completion of said task, the image will be deleted. No sound recordings will be made or captured and no high resolution photographs or videos will be taken. The data collected is anonymous aggregated data. Prior to the implementation of any sensors, Industrious will contractually prohibit vendors of any sensors used from combining any anonymous aggregated data with other data in any manner that could make it personally identifiable data. Industrious will use the data collected for improving or developing its service or products, or for any other lawful business purpose. Subject to the foregoing, Guest and its Invitees each hereby release and discharge Industrious and its agents, representatives, and

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assignees

from any and all claims and demands arising out of or in connection with the use of the Sensors, including

any and all claims for invasion of privacy, right of publicity, misappropriation, misuse, and defamation.

Guest represents and warrants to Industrious that its Invitees will have been informed of and agreed to

this consent, waiver of liability, and release before they enter that portion of the Premises in which the

Sensors are being used.

(f) Confidential Information. Guest may receive or learn certain confidential information about Industrious

or Industrious's other members, including without limitation, information regarding its or their business

operations, business and marketing plans, pricing, technology, finances and methods (collectively, "Confidential Information"). Guest agrees to hold all Confidential Information, whether belonging to Industrious or its other members, in strict confidence and to take all reasonable precautions to protect

such Confidential Information. All terms and conditions of this Agreement (including, without limitation,

pricing-related information) shall be deemed Confidential Information. Guest acknowledges that any disclosure or unauthorized use of Industrious's Confidential Information will constitute a material breach

of this Agreement and cause substantial harm to Industrious for which damages would not be a fully adequate remedy. In the event of any such breach, Industrious will have, in addition to any other available

rights and remedies, the right to injunctive relief (without being required to post any bond or security). If

an employee or agent of Industrious becomes aware of any Confidential Information of Guest, Industrious

agrees to cause such employee or agent to hold such Confidential Information in strict confidence and to

take all reasonable precautions to protect such Confidential Information, except any disclosure required

by law, court order or in connection with a breach of this Agreement by Guest.

### Section 6. Liability

(a) Waiver of Claims. Guest will be solely responsible for maintaining the insurance coverage required

hereunder and Guest will look solely to such insurance for any and all claims, damages, costs, expenses,

liabilities and rights it may have, except to the extent arising or resulting from the gross negligence or willful misconduct of an Industrious Party (defined hereunder). To the maximum extent permitted by law,

Guest, on its own behalf and on behalf of its Invitees, hereby Waives (as defined hereunder) any and all

claims, actions, damages, costs, expenses, liabilities and rights against Industrious, Landlord, their respective affiliates, and each of their respective past, present and future principals, members,

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assignees,  
managers, directors, officers, employees, agents, successors and assigns (each an “Industrious Party”  
and collectively, “Industrious Parties”) arising or resulting from (i) any injury or damage to, or destruction, theft, or loss of, any tangible or intangible property located in or about the Office Space, the  
Premises or the building in which the Premises is located, (ii) any personal injury, bodily injury or property  
damage (as such terms are defined by insurance regulations) occurring in or at the Office Space, the Premises or the building in which the Premises is located, (iii) the wrongful access or use of any data or  
information, or (iv) any loss of use or interruption of Licensee’s business or any interruption or stoppage  
of any Service, except to the extent arising or resulting from the gross negligence or willful misconduct of  
an Industrious Party. For purposes of this Agreement, “affiliates” of Industrious or of Landlord include  
any person or entity that controls, is controlled by, or is under common control with Industrious or Landlord, respectively, including without limitation, any subsidiaries or parent companies; and the term  
“Waives” means that Guest, and its Invitees waive and knowingly and voluntarily assume the risk of.  
(b) Disclaimer of Warranties. Industrious expressly disclaims and excludes all warranties, whether express,  
implied or statutory, with respect to the Office Space, the Premises and the Services provided by or on  
behalf of Industrious, including but not limited to, any warranty of merchantability, fitness for a particular  
purpose, non-infringement, habitability, or quiet enjoyment, or any warranties that may have arisen or  
may arise from course of performance, course of dealing or usage of trade. Industrious makes no representations or warranties regarding the quality, reliability, timeliness or security of the Office Space or  
any Services provided by or on behalf of Industrious, or that any Services will be uninterrupted or operate  
error free. The Office Space, Premises and Services provided by Industrious are provided “as is” and  
“with all faults”.  
(c) Limitation of Liability. The aggregate monetary liability of the Industrious Parties to Guest, its Invitees  
for any reason and for all causes of action, whether in contract, in tort, or otherwise, not otherwise waived  
as set forth above, will not exceed the total fees paid by Guest to Industrious under this Agreement during  
the twelve (12)-month period prior to the date on which the cause of action accrued.  
Notwithstanding  
anything herein to the contrary, in no event will any Industrious Party be liable for any claim or

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cause of action, whether in contract, in tort, or otherwise for any indirect, special, consequential, exemplary, or punitive damages, including but not limited to, loss of profits or business interruption, even if Industrious has been advised of such damages. Guest acknowledges that Industrious's obligations under this Agreement are consideration for the foregoing limitations of liability. The limitations, waivers, disclaimers and exclusions in this Agreement apply to the maximum extent allowed by law, even if a remedy fails its essential purpose.

(d) Limitation of Actions. To the extent not otherwise waived as set forth above, unless otherwise prohibited by applicable state or federal law, Guest must commence any action, suit or proceeding against any Industrious Parties, whether in contract, tort, or otherwise, within one (1) year of the cause of action's accrual and Guest, on its own behalf and on behalf of its Invitees, hereby Waives any claims not brought within such time period.

(e) Indemnification. Guest will indemnify, defend and hold harmless each of the Industrious Parties from, and against any and all actual claims, actions, proceedings, damages, liabilities, costs and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney fees (collectively, "Claim(s)"), to the extent resulting from or arising out of (i) any breach of this Agreement by Guest or Guest's Invitees; or (ii) any actions, errors, omissions, negligence, willful misconduct or fraud of Guest or Guest's Invitees. If any such Claim is brought against any of the Industrious Parties, Guest will defend the Claim at Guest's expense, upon written notice from Industrious, using counsel approved by Industrious in writing, such approval not to be unreasonably withheld.. The Industrious Parties' refusal to consent to a settlement shall not be deemed unreasonable when the proposed settlement requires or results in the Industrious Parties, or any one of them, admitting to any wrongdoing or liability.

(f) Insurance Requirements. Guest, at its expense, will maintain at all times during the Term of this Agreement the following insurance policies: (i) personal property insurance covering any and all personal property of Guest and its Invitees from time to time, within the Office Space, the Premises and/or the building in which the Premises is located, (ii) workers' compensation insurance in the minimum amounts required under applicable state law, (iii) commercial general liability insurance covering personal injury, bodily injury and property damage of no less than \$1,000,000 and (iv) business interruption

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insurance .

All insurance policy(ies) required to be carried by Guest must (1) name, as additional insureds, Industrious and its Landlord(s) (including any master landlord and their respective lender(s)), or other persons with responsibility for the Premises whom Industrious may designate in writing to Guest, and (2) be endorsed to waive all rights of subrogation against Industrious and its Landlord(s). Upon request from Industrious, Guest will promptly provide proof of insurance required to be carried above, and in the form required above, including without limitation, the inclusion of the required additional insureds and waivers of subrogation. Further, Guest, on its own behalf and on behalf of its Invitees, hereby releases Industrious from any liability resulting from, and agrees to waive all rights of recovery against the Industrious Parties, on account of any and all claims it may have against the Industrious Parties, and shall cause its insurance company to waive all such claims by way of subrogation or otherwise. If Guest fails to maintain any insurance required hereunder, Industrious's failure to take any action regarding such breach, including but not limited to, requesting or requiring proof of the existence of any such insurance at any time, and/or providing notice to Guest of any such non-compliance, will not be considered or construed in any manner as a waiver of any rights of Industrious for such breach, nor will such failure of Guest to carry any such insurance or such failure of Industrious to take any action with regard to such breach impose any obligation or liability on Industrious in any manner. Industrious reserves the right, but will not be obligated, to purchase any required insurance on behalf of Guest, at Guest's expense. If Guest fails to carry any required insurance and a Claim occurs that would otherwise be covered by Guest's insurance, Industrious, without imposing any liability on Industrious or waiving any rights Industrious has with regard to Guest's breach, may, but will not be obligated to, make a claim under any insurance policy carried by Industrious to cover such Claim, in which event Guest will be liable to Industrious for all costs and expenses of Industrious to cover such Claim, including, but not limited to, the applicable deductible and a reasonable portion of the premium as determined by Industrious. Industrious, at its expense, will maintain during the Term insurance in such amounts as required under Industrious's lease, management agreement or other agreement to operate and manage the Premises as co-working space with its Landlord for the Premises (as applicable, the "Lease").

(g) Non-Solicitation. Guest will not, during the Term of this Agreement and for a period of one (1) year

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thereafter, solicit the employment of any officer, employee, contractor, subcontractor or service provider of Industrious, which causes such person, directly or indirectly, to decrease or terminate its employment or business with Industrious. If Guest hires any employee, contractor or subcontractor of Industrious during the period described, Guest will pay to Industrious an amount equal to such person's annual salary with or fees from Industrious. Notwithstanding the foregoing, nothing in this paragraph shall restrict or preclude Guest from hiring any person who responds to a general solicitation of employment through an advertisement not targeted specifically at Industrious or its employees.

### Section 7. General

(a) Breach of Agreement. In the event of a breach of this Agreement by Guest, Industrious will have any and all rights and remedies available to Industrious as set forth in the Agreement, at law and/or in equity, including without limitation, recovery of all court costs and reasonable attorneys' fees incurred by Industrious in pursuing such remedies, whether suit is filed or not, all of which rights and remedies are cumulative and not exclusive of each other.

(b) Entire Agreement. This Agreement, including all schedules and attachments incorporated by reference, sets forth the entire understanding of the parties relating to its subject matter, and all other understandings, written or oral, are superseded. This Agreement will also be deemed to include all policies, procedures, and requirements published by Industrious from time to time, with which Guest hereby agrees to comply. Except as otherwise provided in this Agreement, this Agreement may not be amended except in a writing executed by both parties.

(c) Subordination. Notwithstanding anything herein to the contrary, this Agreement is at all times subject and subordinate to the Lease with Landlord and to any other agreements to which the Lease is subject or subordinate. Guest acknowledges that Guest has no rights under the Lease.

(d) Governing Law; Venue; Waiver of Jury Trial. This Agreement is governed by the laws of New York, without giving effect to any conflict of law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in New York County, New York. Guest consents and submits

to the jurisdiction of any local, state, or federal court in New York County, New York. EACH PARTY, BY ENTERING INTO THIS AGREEMENT, HEREBY IRREVOCABLY AGREES TO WAIVE

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ANY RIGHT TO

A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE

SUBJECT MATTER OF THIS AGREEMENT.

(e) Waivers. Neither party will 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, and then only to the extent

specifically set forth in writing. No delay or omission by any party in exercising any of said rights or remedies shall operate as a waiver thereof. Further, one or more waivers of any covenant or condition by

either party will not be construed as a waiver of a subsequent breach of the same covenant or condition,

and the consent or approval by either party to or of any act requiring such consent or approval will not be

deemed to render unnecessary future consent or approval to or of any subsequent similar act.

(f) Relationship of the Parties. The parties to this Agreement are independent contractors and will not be

considered agents, employees, servants, joint venturers, or partners of one another. Neither party has the

authority to bind the other party except as explicitly set forth in this Agreement, and neither party will

make any representation or warranty otherwise. Industrious will have no responsibility for any fee or

expense incurred by Guest in connection with either party's performance this Agreement, or provision or

use of the Services.

(g) Successors and Assigns. In the event of any transfer or transfers of Industrious's interest in the

Premises, Industrious will automatically be relieved of any and all respective obligations accruing from

and after the date of such transfer. Following any such transfer(s), all rights, obligations and interests of

Industrious under this Agreement will apply to, inure to the benefit of, and be binding on any such successors and assigns of Industrious.

(h) No Third-Party Beneficiaries. Except for third parties entitled to indemnity under this Agreement or third

parties whose liability is specifically limited pursuant to the terms of this Agreement, the parties to this

Agreement do not intend to confer any right or remedy on any third party.

(i) Force Majeure. Neither party is liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform as required by this Agreement (with the exception Guest's obligation to pay any sum due to Industrious hereunder, including without limitation, the

License Fees, which obligation will remain unaffected by the provisions of this paragraph) as a result of

any causes or conditions that are beyond such party's reasonable control and which such party is



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## HOUSE RULES

unable

to overcome by the exercise of reasonable diligence, provided that the affected party will use commercially reasonable efforts to promptly resume normal performance.

(j) Severability. If a provision of this Agreement is determined to be unenforceable in any respect, the

enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

(k) Notices. Unless expressly specified otherwise herein, all notices, requests, demands and other communications to be delivered hereunder will be in writing and delivered in person, by nationally recognized overnight carrier, or by registered or certified mail, return-receipt requested and postage prepaid, to the following addresses: if to Industrious, to: Industrious, Attn: Counsel, 215 Park Avenue

South, Suite 1300, New York, NY 10003; and if to Guest: to the address provided by Guest upon execution of this Agreement, and if none, then to the Office Space. All notices will be deemed effective as

of the date of confirmed delivery or refusal of receipt. In addition to the foregoing methods, notices from

Industrious to Guest may also be delivered by email to the email address provided by Guest upon execution of this Agreement. Notices of non-renewal by Guest may, at the Guest's option, be delivered

by email to the Industrious email address provided to Guest upon execution of this Agreement.

Delivery

of notices by email hereunder will be deemed effective upon transmission. Each party may update its

respective address and/or e-mail address from time to time upon written notice to the other. Guest must

promptly provide Industrious with any change of address, e-mail address and other contact information

(including phone number). Guest agrees to accept community-wide emails sent out to all members by

Industrious from time to time, which will be the responsibility of Guest to review.

(l) Updates to Agreement; License Fee Changes. Notwithstanding any other provision in this Agreement,

Industrious may from time to time update the terms of this Agreement by providing at least thirty (30)

days' notice to Guest; provided that such updates shall not materially interfere with Guest's rights under

this Agreement or impose any additional material obligations on Guest. Guest acknowledges that Guest's

continued use of the Office Space and/or Services beyond such thirty (30)-day period will constitute

acceptance of such updated terms. In addition, License Fees are subject to change from time to time

during the Extension Term, if any, in Industrious's sole discretion upon sixty (60) days' written notice,

provided that price adjustments will not exceed ten percent (10%) at a time. Guest acknowledges

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## HOUSE RULES

that

Industrious may serve notice of any changes to Services, fees (other than License Fees hereunder)

or

other updates through community-wide emails sent out to all members or through notices posted at the

Premises, and Guest agrees to accept and review such community-wide notices.

(m) Accord and Satisfaction. No payment by Guest or receipt by Industrious of a lesser amount than

required hereunder will be deemed to be other than on account of the earliest amounts due hereunder,

nor will any endorsement or statement on any check or any letter accompanying any check or payment

be deemed an accord and satisfaction and Industrious may accept such check or payment without prejudice to its rights to recover the balance of such amounts or pursue any other rights and remedies it

has under this Agreement.

(n) Time of Essence. Time is of the essence with respect to the performance of each of Guest's obligations

under 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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## License Terms

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

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



### NAME AND ADDRESS

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



### MAIL AND PACKAGES

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



### CONDUCT

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

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



### CONFIDENTIALITY

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

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## License Terms

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



### NON-SOLICITATION

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

Either party may solicit or recruit generally in the media.

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



### DAMAGES AND INSURANCE

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

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



### PAYMENT

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

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

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

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

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## License Terms

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

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



### CANCELLATION

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

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

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

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

#### Flexible Cancellation Terms

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

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

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



### DEPOSIT

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

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## License Terms

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



### RENEWAL

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

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

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

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



### DEFAULT

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

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



### INDEMNITY

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



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## License Terms



### DISCLAIMER

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



### LIABILITY

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

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

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



### SUSPENSION OF SERVICES

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

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

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## License Terms

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



### SUBLICENSING

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



### NO LEASE

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

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



### NO BROKER

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



### SUBORDINATION

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

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## License Terms

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



### HOLDING OVER

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



### MISCELLANEOUS

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