

DASH License® Monthly Use

1

DEFINITIONS

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

2

AGREEMENT

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

3

HOUSE RULES

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

4

LICENSE TERMS

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

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DEFINITIONS

AGREEMENT DATE

GUEST:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

SPACE DETAIL:

NAME

SPACE TYPE:

MAX OCCUPANCY:

SIZE (SQ FT):

TERM:

START DATE:

END DATE:
(Optional)

CANCELLATION TERMS

MINIMUM TERM

HOST & BUILDING:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

FEES, DEPOSIT AND TAXES:

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

MONTHLY CHARGE

SETUP CHARGE

DEPOSIT

TAXES

MARKETPLACE SERVICE:

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

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DEFINITIONS

AGREEMENT DATE

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

CANCELLATION TERMS

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

HOST

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

"GUEST" OR "YOU"

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

SPACE

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

MAXIMUM OCCUPANCY

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

BUILDING

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

TERM

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

FEES

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

DEPOSIT

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

TAXES

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

MARKETPLACE SERVICE

shall mean the LiquidSpace service.

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DIRECT AGREEMENT FOR SPACE HOSTING (DASH) LICENSE

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

The Host and Guest agree as follows:

LICENSE

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

TERM

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

HOUSE RULES

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

PAYMENT

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

DEFINITIONS

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

ENTIRE AGREEMENT

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

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HOUSE RULES

House Rules for Casual Desk

Flex extends a warm welcome to you and/or your team and thank you for choosing FLEX at Market Lane. Please take this opportunity to remind yourself that FLEX is a professional environment where people come to work, collaborate and create. You will be among like-minded individuals, so please extend your respect to them by following these guidelines.

BEHAVIOUR

RESPECT

FLEX is a creative, professional and productive space where people come to interact, connect and make a living. Respect is one of our core values and we ask you to respect others who, like you, have chosen FLEX as their second home. Similarly, we ask that you respect the space that is curated for you.

POSITIVE NEIGHBOURHOOD

FLEX is a supportive and encouraging environment, so feel free to say hello and strike up a conversation with your neighbours when in the common areas but respect their privacy and productivity when in their office or focusing at their desk. A smile and a wave can go a long way to creating new connections.

KEEP AN OPEN MIND

We are lucky to work in an innovative and creative workspace. There will be a diverse range of people ranging from ambitious and extroverted, to reserved and introverted and it takes all kinds to make a successful business. Take working at FLEX as an opportunity to learn and collaborate with great talent in whatever form. Because this diversity is important to us, we made sure that all needs are catered for through a variety of spaces to boost your productivity. So be sure to always keep an open mind and use our fantastic collaborative spaces, phone booths, quiet rooms, and communal areas to enhance your daily routine.

ZERO TOLERANCE

We have zero-tolerance for unacceptable behaviors such as bullying, sexual harassment and deliberately foul language (such as swearing, yelling or using a derogative tone of voice towards another person). We respect your right to communicate and express who you are but, ensure that you behave and speak appropriately to other members and within the common areas. Failure to adhere to

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HOUSE RULES

these guidelines may result in the suspension of your membership.

MEMBERS SPACE

All office and fixed-desk members will be assigned a permanent desk location for their time at FLEX. Please ensure that if you are a part-time or hotdesking member that you only occupy common areas and not permanent assigned desks. As a fixed-desk member, if you have an issue with your allocated location please consult directly with your Community Manager, but please do not simply move to another location. If you have any other issues with your space within FLEX, your Community Manager will be able to help ensure you are comfortable.

IT'S OK TO ASK FOR HELP

Don't be afraid to ask your Community Manager for help if you require assistance or need a recommendation. We are here to make sure you are well looked after and as a platform to help you grow. To report inappropriate behavior, you can contact your Community Manager directly in person, or through FLEX online portal. We will send a customer survey twice a year to help us improve your member experience and we encourage you to participate. Especially if you would like to report/discuss something anonymously.

KITCHEN & COMMON AREAS

CLEAN AND TIDY

Please make sure that any crockery and cutlery items you have used are returned and placed in the dishwasher. Please wipe down any surfaces or equipment used once you have finished using them.

Our cleaning team will look after the dishwashers throughout the day, but we ask you to please rinse your dirty dishes and place them in the dishwasher. If the dishwashers are in use, please leave your dirty items in the black tubs provided next to the sinks and our cleaning team will look after them as dishwashers become available.

COFFEE MACHINE

Kalea Automatic Coffee Machine is high tech and user-friendly but not unbreakable. When using the coffee machine, please follow the instructions as per the screen display and take your time to use it appropriately. Please understand that there are people in the space who may have, lactose nut or soy allergies, as such please do not change the milk containers with a different type of milk.

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HOUSE RULES

FRIDGES

FLEX and your Community Manager will not be responsible for any food that is left in the fridges, so please make sure you label your food items and containers to avoid confusion. Every Friday there will be a deep clean of the fridges and any remaining food will be thrown out – please take any food items out of the fridge at the end of the week.

Food left in reusable containers will have their contents disposed off and the containers placed in the dishwashers. FLEX takes no responsibility for reusable containers being damaged or misplaced during dishwasher cleaning. To ensure this does not happen to you, please remember to remove your containers and contents every Friday.

CLEANING STAFF

We have a superstar cleaning team that will ensure the kitchen and common areas are spotless, please be respectful to them and help them keep all areas neat and tidy. They are very helpful and can tend to your cleaning request so feel free to reach out to them or your Community Manager should you need their assistance.

CONSUMABLES

To help you get through the day, our kitchen will be fully stocked with tea, coffee, hot chocolate, milk, condiments and staples items complementary to you and for your guest.

Be our eyes on the floor and report to your Community Manager if any of these items are low in stock and we will attend to top it up as soon as possible.

BINS

Sustainability is very important to us at FLEX so please make correct use of the bins located in the kitchen and the common areas (organic, recycling and general waste). We have provided centralized waste stations in different areas of the space to help dispose of your waste in a more sustainable way. Individual bins in offices won't be disposed by our cleaning team, all individual bin waste will need to be transferred into the appropriate bins in the provided centralised waste station by yourself.

BATHROOMS & COMMON AMENITIES

BATHROOMS

We care for sustainability which is why we have decided to provide you with hand towels. Please make sure you throw the used towels in the baskets provided and not

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HOUSE RULES

into the waste bins. As saving water is also very important to us, we please ask you to close the tap off after you are done washing your hands.

For our male users, we kindly ask you to aim well and keep tidy.

Please report any issue or mess to our cleaning team or your Community Manager.

END OF TRIP FACILITIES

As part of your benefits, we offer a premium “End of Trips” (EOT) facilities located on basement 1. This facility is fully equipped with hairdryers, ironing stations, dry cleaning station, showers, complimentary towel service and lockers.

You can use this facility after riding to work, attending any of our fitness classes available in the yoga studio or after a workout in our in-house gym.

Please take into consideration the below guidelines:

- Where possible, use only one towel when using the shower facilities.
 - Ensure you are dry before leaving your shower cubicle to avoid creating a slipping hazard for others in the change room.
 - Lockers will be cleared out once a month. Be sure to take your items on the last Friday of the month.
 - Return your used towel to the towel drop station within the facilities for laundering.
 - Dry cleaning is provided in the EOT facilities managed by a 3rd party (contact your Community Manager if you would like to activate this service). Use at your own discretion.
 - Bike racks are available for short term storage when riding to work. Please be sure to tag your bike with your contact details. Bikes stored for longer than a month will be tagged with a notice, removed, if the owner fails to collect it, they will be donated.
- Please bring your own lock as we are not responsible of the safety of any bike.

GYM

We have equipped this area with top of the range cardio and weight training equipment. We ask you to please bring your own towel with you every time you visit and wipe down any used equipment after your work out.

- Remember to stay hydrated throughout your workout. If you bring your own water bottle and need to refill it, please be sure to use the hydration station located in basement 1.
- FLEX is not responsible for any injury caused by the miss usage of the equipment provided. If you wish to undertake high-intensity training, please seek the help of a professional trainer.
- As This is a communal space, should you wish to listen to some music or take a private phone call, please use your headphones and respect the personal space of other users.

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HOUSE RULES

- The gym is open 24/7 but access is granted by your access credential. For your own safety and security, you must not to grant access to anyone who is not a member of FLEX or a tenant in the building.
- No equipment is allowed to be taken out or removed of this area. We have CCTV cameras making sure that all activities are recorded for your own safety.
- A sanitizer dispenser is available on the premises. Please make use of it once you have finished using any of the equipment provided.
- If you encounter any issues whilst using the Gym, please report them to the Building Manager as soon as possible.

WELLNESS STUDIO

This area has been designed for you as a Zen space where you can come to stretch, meditate or do Yoga and Pilates.

It is available to all users at any time but, bear in mind that there might be classes throughout the day. Please see your Community Manager if you would like to enquire about any of the fitness class packages.

On Wellness Wednesday there will be some complimentary classes that you can attend. Please see our weekly event poster to RSVP.

- Ensure you remove your shoes when entering the space, do not step on the mats. No phone calls are allowed to be taken in the space.
- This is a communal space, if you wish to listen to some music please use your headphones and respect the personal space of other users.
- As with the gym, the yoga space is open 24/7 but access is granted by your access credential. • For your own safety and security, you must not grant access to anyone who is not a member of FLEX or a tenant in the building.
- No equipment is allowed to be taken out or removed from this area. We have CCTV cameras making sure that all activities are recorded for your own safety.
- Please return all equipment to the right location before leaving the space.
- A sanitizer dispenser is available on the premises. Please make use of it once you have finished using any of the equipment provided.

GROUND FLOOR LANEWAY

The ground floor laneway is an extension of your office and it is a great space to break away from the routine and have impromptu meetings.

Grab a coffee and a bite to eat from our in-house retailers and use this area to take in some of the natural light that comes through our stunning atrium.

As one of the many other break-out areas available to you, we kindly ask you to please keep it tidy and keep an open mind as this is the center of our building, where all the community will congregate and most of our activation events will take place.

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HOUSE RULES

MEETING ROOMS

FAIR USE

Please use your members app or portal to book a meeting room before using them. Please also respect the time of others and their upcoming room bookings. If you need further time, please book another available room or speak to your Community Manager about extending a booking.

If another member asks you to vacate a room that they have booked, please do so quickly and politely. If you are unsure how long you will require a room, it is always best to overbook it to avoid disruption to your own meetings and other members'.

CLEAN AND TIDY

Make sure you leave the room as you found it (assuming it was clean when you found it). Take all glassware and crockery back to the dishwasher, wipe down all whiteboards, replace all electronics and put away any used stationery items. If you find a room in an untidy state, please report this to the Community Manager so they can take action with responsible parties.

FOOD POLICY

Food and refreshments are allowed in this area. Please clean up all left-over food and dispose of it if you don't wish to keep it. Be mindful of any spillage that might occur on the meeting room tables, technology and carpet. You might be liable for any permanent damage to the property.

IN-ROOM TECHNOLOGY

We have equipped our meeting rooms with user-friendly, high-quality technology. We ask you to look after it and should you require IT assistance and training to use it, please feel free to contact a member of our team and we will assist you in a timely manner.

OPEN SPACE & COMMON AREAS

We all share this great space so when working, please take into consideration the following:

- All phone calls, video calls or similar are to be taken in the commons phone booths, meeting rooms or within your private office. Please do not take phone calls in the common or fixed desk areas as they can present an unfair distraction to other members.
- If you wish to play your own music, please use your headphones or see your

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HOUSE RULES

Community Manager to borrow a pair from them. Please do not play music through the speaker of your mobile phone or laptop and be conscious that very loud music through headphones can still be disruptive to others.

- Be respectful of other members and guests' personal space while they conduct their business.
- Keep it clean and tidy. While our cleaners will aim to have the space spotless, they will only vacuum and wipe desks down every night. At all other times, it's up to you to maintain the cleanliness of our environment.

PHONE BOOTHS

A "First in First serve" policy applies to phone booths. These are great spaces for you to take your personal or business calls as well as video calls but, please limit the use of them to 30 minutes maximum ensuring others have access to this amenity as well. The phone booths are not a substitute for fixed desks or offices. No food is allowed in these spaces and please no alcoholic drinks are allowed. Once you are finished with a phone booth make sure to leave them clean and tidy for the next user.

PRIVACY & FILMING

If you wish to take photos or videos of the space for business purposes, please discuss it first with your Community Manager. Whilst we support your promotion of the space, we request you be mindful of other members who may not want to be present in your images or video. If you would like to use the space for professional photography shoots, this can be arranged with your Community Manager first.

EVENTS

Events are an important part of the FLEX culture. We support members hosting and participating in their own events, so if you wish to host your own event please see your Community Manager for availability and our events policy.

We are also happy to help you market your workshops, conferences and networking events within the space and building-wide.

Common areas are available for after-hours events from 5:00 pm upon application. For events during business hours (9:00 am until 5:00 pm) please book one of our meeting rooms and private spaces.

MAIL AND DELIVERIES

All full-time members have the mail reception service included in their membership. We will attempt to distribute all mail and packages to your office or desks twice a day.

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HOUSE RULES

[Business Name]

FLEX @ Market Lane

[Your Name]

Ground Floor, 68 Clarke Street,
Southbank VIC 3006

When placing orders, please inform or leave a note for the sender/delivery staff to sign in upon arrival at the registration iPad if reception is unattended. Please note that some packages might require your signature and ID, if you are not on-site or available it will be sent back. FLEX staff will not sign for your packages. Any items that are not correctly addressed will be returned to the sender.

We will be able to receive packages on your behalf during our trading hours only from 9:00 am until 5:30 pm. For large and oversize packages and numerous parcels please communicate it to your Community Manager as you will need to use the goods lift of the building.

SECURITY

GUESTS AND NON-MEMBERS

Do not let any unknown person into the space. Help us make sure that your security is protected.

Guests to FLEX must register as they enter the space as well as check out before they leave the premises. Guests are allowed in your private office space, booked meeting rooms and if you have a meeting in the open areas but, for no more than 2 hours at any time. Whilst entertaining guests their actions will be your responsibility. Please pre-register your guests so we can recognize and welcome them as they arrive and direct them to you accordingly.

LOST PROPERTY

Should you find any lost or uncollected items within the space please bring or report them to the Community Manager. If you find items after hours, please place them in the "lost property box" at the reception entry. Any lost property will be stored for 30 days and if unclaimed it will be donated.

CCTV & SECURITY

FLEX has CCTV coverage in all common areas. In the unlikely event an incident occurs requiring this footage, please immediately report it to the Community Manager. This footage will only be backed up for a duration of 30 days. If you see any suspicious activity of an unfamiliar person within the space or in places they should not be, please report this to your Community Manager immediately.

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HOUSE RULES

ACCESS CONTROL

Access into Market Lane and FLEX will be via mobile device and proximity card reader. What this means is that you will use your mobile phone (or Bluetooth enabled device) to access the building. At your induction, this process will be explained to you and an access credential will be granted to you that is tied to your individual device. If you lose this mobile device, you will need to alert the Community Manager immediately and you may be responsible for the cost of a new credential.

If for some reason you are unable to use a mobile device, please discuss alternatives with your Community Manager.

For afterhours access please enter via Chessell St.

SECURE LINE

We have added an additional layer of security for all of our members to provide an area of exclusivity for members only. FLEX along with the yoga studio, gym and end of trips facilities is another of the incredible amenities that make Market Lane a great place to work from. You will have the chance to interact with most of our building tenants at community-building events outside of this secure line. We ask you to help us protect your space and not to let in anyone pass this secure line unless they have their own access pass, or they are a guest of yours.

OUTSIDE OF BUSINESS HOURS

FLEX is open 24/7 to our full-time members, but our team is only available during the trading hours from 9:00 am until 5:30 pm, Monday to Friday. Should you need any security support or assistance outside of our trading hours please contact us on 1300 353 928.

EMERGENCY

If you believe that your life or the life of another is in danger, please directly call 000. Once you have reported this to the authorities please report it to your Community Manager who can provide you with short-term assistance while authorities are on their way.

For any minor incidents please report it to your Community Manager immediately. All of our staff are fire warden and first aid trained and will be able to assist you.

For any non-life threatening first aid matters please reach out to our team members who will be able assist you.

DRESS CODE

Whilst we are inclusive and diverse, we want all members to appreciate that FLEX is

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HOUSE RULES

still a place of business and professionalism. As such we do not have a formal dress code requirement, but rather request that you refrain from wearing thongs, bare feet, singlets or pyjamas during business hours (8:00am – 6:00pm Monday to Friday). If you're burning the midnight oil or working weekends, be comfortable, but be respectful and considerate of others doing the same.

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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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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.