

DASH License® Monthly Use

1

DEFINITIONS

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

2

AGREEMENT

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

3

HOUSE RULES

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

4

LICENSE TERMS

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

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

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.

3

HOUSE RULES

House Rules for Co-Working Monthly Agreement

In addition to the monthly rate, tenants may utilize the photo studio, the recording studio or any of the conference rooms; usage does not include dispensable materials, ie., in photo room photo backdrop paper is perishable and will be billed for damaged or dirtied background paper. In sound recording studio, or any conference rooms, tenants will be billed for any tenant caused damage.

House Rules for Main Street Suites

CO WORKING SPACE RENTAL AGREEMENT

Main Street Suites, Bell Properties Inc.

PARTIES: This Individual Private Office Unit Agreement ("Agreement") made this [System.Date()] is by and between:

Landlord: BELL Properties, Inc. and Lessee, in the City of Los Angeles, State of California.

Tenant: Primary Lease holder:

on behalf of

LANDLORD: Bell Properties, Inc. Address: 440 E Huntington Drive, Suite 300, Arcadia CA 91006

The landlord ('the center') and tenant (client) shall be referred to as 'the parties' and agree as follows:

What's Included,

Cable/Internet: On-Site Wi-Fi :as available from provider

Garbage: Normal office trash service included (one trash bin) additional garbage will be billed to tenant at a rate of \$50 per sq foot of trash, compacted.

3

HOUSE RULES

Electricity: Normal draw Electricity is included. No excessive use of electricity (i.e., data/crypto mining or other heavy electrical equipment) permitted.

Last tenant out in the evening requested to turn off all lights.

Parking: no parking on Main Street Side of Building

Printing & Copy Service: Printing/Copying Services may be available, but not guaranteed at the rate of 25 cents per page for B&W pages & .99 cents per page for color pages, single sided; double sided copies are .50 cents per page black and white and 1.99 per page for color double sided.

Mail Service: Mail service will be provided during your active tenancy.

Conference room usage: Tenant will receive 2 hours of conference room usage, in any of the available rooms, on first come first serve basis, each month;

Additional conference room time may be purchased at a rate of \$29/hr. for a small conference room, and \$49 per hour for the main/large conference room. No refunds will be provided for unused time, unused time does not carry over from month to month.

Acknowledged:

IV. Services: The Tenant (client) shall be provide with the following as part of this Agreement:

Tenant may reserve an additional room, or conference space, on a first come first served basis, at the hourly (additional rate) published at the time. All Conference rooms must be reserved in advance, and paid in advance, for the blocked time, no partial use/partial payments, ie: If 4 hours are reserved and only 2 hours are utilized, there will be no refunds on unused time. No prorations will be made. Additional rooms are only available in one hour blocks, with one hour minimum.

Wi-Fi: Tenants will have access to utilize the building wi-fi and pay Bell Properties an additional \$[System.Ask("monthly technology access fee?")] per month for technology fee. There may be circumstances beyond our control, that the wi-fi may not be available. There is no guarantee of wi-fi speed or access. Tenants unable to

3

HOUSE RULES

access the internet should alert reception, or call the 800# for service issues to be resolved as soon as possible.

Center Access Hours & Conduct: Facility is available to be accessed between the hours of 8am – 8pm, Sunday through Saturday. Tenants understand they are not to be operating as retail sales or routinely having customers into the center for sales activity, to provide counseling services, to sell products directly from the suites, and that the space is to be used primarily as an office space for employees with occasional meetings. For any reason, should the tenants use of the space be determined to be disruptive or abusive to other tenants (in the companies sole discretion/opinion) the tenant will be warned and issued a lease violation. Should Tenant be found to be in violation of any of the published rules, tenants will be asked to resolve the violation and if after 3 days, remains unresolved the tenant will be in breach of this contract, this agreement will be canceled: Suite locks will be changed and the personal belongings will be returned to tenant, Landlord will discontinue Tenant access. Disruptive, threatening or abusive language/behavior/email/calls, will be grounds to cancel. Tenant(s) using the property for other than allowed uses, will be in violation of their agreement and the agreement canceled. Tenants understand the property may be under video surveillance but landlord can not guarantee tenant safety inside or outside the building. Tenants understand they must carry renters insurance for their suite and landlord/owner will not be liable for any loss.

Tenants understand and agree, calls, emails and texts – made to Bell Properties are recorded and stored in their account.

Allowed Use: Office Suite, Call Center, Business Center, Creative Studio, Others as approved/permitted

Prohibited Use: On-Site Sales Office direct to consumers or building visitors, Subrogating, or Subleasing, Retail Sales, Any & All Illegal Activities, Unsafe or Threatening behavior from Tenant or their guests. Tenants using the facility for non permitted uses or outside center hours, will be subject to eviction. Tenants engaged in prohibited activity will be in violation of their lease.

Being a Tenant of the Premises grants the privilege and use in common with other tenants on the Premises. The Tenant understands the use of the Premises is determined by each tenant's agreement with the Landlord. In no way does the term 'co-working' or any other term in this Agreement suggest that the rights of any tenant is equal to another.

HOURS:

3

HOUSE RULES

Tenants will have access to their leased space, between the building access hours, 8am - 8pm, Monday - Sunday. Reception staff may be available between the hours of 9am and 5pm Monday through Friday, at Landlord's option.

During such hours, the Tenant agrees to keep their noise level so as not to interfere with or annoy the other tenants on the Premises. It is required that the common areas be maintained as noise free as possible. Conversations (by phone or in person) exceeding 30 seconds should be moved to a private area, such as your private suite, away from other tenants.

VI. Security Deposit: The Tenant, as part of this Agreement and separate from the first payment to the Landlord, shall be required to make a security deposit, as defined.

VII. RATE: The landlord agrees to all the Tenant to use the center for approved uses, in exchange for:

Rent Due Date: 1st of each month, with a grace period of 3 days. All rents are late after 12noon Pacific time, on the 4th of the month. Postmarks are not acceptable.

VIII. Late / NSF / Payment Fees:

NSF FEE: \$75.

Late Fee: \$75. after 12 noon on the 4th of each month.

Check/Money Order: \$7.95

CashPay Locations: \$4.00

ACH through Portal: \$ Free

CC through Portal: 3% of payment

If any payment is made with a physical check or money order, an additional processing fee of \$7.95 must be included in payment to cover processing and handling. Payments initiated through your Tenant Portal, via ACH are free, please set up auto pay on your account. Returned payments will be assessed a returned payment fee of \$75. Monthly rent is due on the first with a three day grace period.

Rents not received by the 4th of each month, at 12noon, will be assessed a late fee of \$75. These fees will be added to your account and if unpaid within 10 days, will be sent to collections and your access to the property may be discontinued, until such time that your account is brought current.

IX. Pets: The Premises has the following Pet Policy: This is a no-pets building. Service Animals are not considered pets, but must be screened and independently vetted through our screening partner, petscreening.com. To begin your pet screening, please visit bell.petscreening.com

3

HOUSE RULES

X. Operating Standards. In accordance with this Agreement, and all other co-working space agreements on the Premises, the Tenant and the tenants of the premises agree to the following:

No individual or business may conduct any activity within the Premises that, in the sole judgment of the Landlord, create excessive traffic or be inappropriate to the other tenants co-working experience.

No individual or business may advertise or have identifying signs or notices that are inscribed, painted or affixed on any part of the Premises without the express written consent of the Landlord.

All tenants of the Premises shall keep clean any common areas after use. This includes, but is not limited to, conference rooms, call areas, common areas, snack areas, restrooms, visual equipment and any other space that may be used by another tenant or in public view. Tenants private office space shall be maintained in a orderly and clean condition at all times.

Some services (including internet access, printing, and on-site receptionist) may not be available from time to time, for reasons beyond management's control. No credits or reduction in fees will be provided for services unavailable.

All tenants are prohibited from smoking in any area of the Premises; and

All tenants are to operate in a way that is courteous with all other individuals.

The landlord reserves the right to make other reasonable rules and regulations from time to time, in order to promote a good co-working environment amongst the tenants.

XI. WAIVER: The Landlord shall not be liable for any interruption or error in the performance of the services offered under this Agreement. The Tenant waives all liability against the Landlord for any claims arising from such disruptions of services, specifically any telecommunication utilities on the Premises. Furthermore, any loss, damage, expense or injuries to persons or the Tenant's property arising out of mistakes, omissions, interruptions, delays, errors or defects in any transmission occurring in the course of furnishing telecommunications services provided are not caused by the willful acts of the Landlord, as well as any claim for business interruption and for consequential damage.

Both Parties hereby agree to defend, indemnify and hold harmless from any against any and all claims, damages, injury, loss, and expenses to or of any portion or property resulting from the acts or negligence of their agents, employees, invitees, and/or licensees while on the Premises.

XII. DEFAULT: The Tenant shall be considered in default if they should violate any portion of this Agreement. If the Tenant is found to be in violation of this Agreement, the Landlord shall give notice that the violation must be correct withing fourty-eight (48) hours or else this Agreement shall be terminated immediately.

3

HOUSE RULES

XIII. NOTICES: All notices shall be sent to the mailing address located in Section 1 of this Agreement.

XIV: TIME IS OF THE ESSENCE: Time is of the essence as to the performance by the Tenant and all covenants, terms, and provisions of this agreement.

XV: SEVERABILITY. If any provision of this agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

XVI: INDEMNIFICATION: The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, and the Tenant agrees to indemnify and hold harmless from any claims or damages, unless caused by the intentional acts of the landlord. It is also required that every Tenant carry renters insurance, for all equipment stored, or used on Premises. Landlords insurance does not cover losses to Tenants Property.

AGREEMENT TO ARBITRATE: Any dispute or claim relating in any way to this agreement shall be resolved by binding arbitration administered by the American Arbitration Association in accord with it's Commercial Arbitration Rules (available at www.adr.org) except that you or the Provider may assert claims in small claims court and the Client and the Provider may pursue court actions to remove you, or prevent your removal, from the Center if you do not leave when this agreement terminates. The arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability, or formation of this agreement. The arbitrator shall not conduct arbitration as a class or representation action. The client and provider agree to waive any right to pursue any dispute relating to this agreement in any class, private attorney general, or other representative action.

XVII: GOVERNING LAW This Agreement is to be governed under the laws of Los Angeles City & County and California, where the Premises are located.

XVIII: Entire Agreement This Agreement contains all the terms agreed to by the parties relating to it's subject matter including any attachments or addendum's. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

Monthly Rent payments are due on the 1st day of the month. If not paid by the fourth (4th) day of every month, by 12noon Pacific Time. Tenant agrees to pay a late charge

3

HOUSE RULES

of \$75.00 for each payment that is more than three (3) days late. PLEASE NOTE THAT RENTAL PAYMENTS MUST BE RECEIVED BY THE 4th at 12noon Pacific Time, NOT POSTMARKED BY THE 4th. Actual damages to Landlord resulting from Tenant's failure to pay Rent and other amounts when due would be difficult to determine with any certainty, and the Late Charge is a reasonable estimate of Landlord's costs and expenses necessarily incurred as a result of Tenant's failure to pay, including the lost time value of monies owed and employee time and other costs associated with tracking late amounts, giving notice of late amounts and other administrative activities. The Late Charge is not a penalty and is intended to be enforceable as a liquidated damages amount. The Late Charge does not constitute a waiver by Landlord or Landlord's remedies or of the due date of the payment of rent and other amounts.

Should tenant have a payment returned for NSF, access to the online payments will be deactivated and all further payments must be in the form of Cashiers Check mailed to the office or using your Cash Pay Account. NSF fees is \$75.00, which is added to any rent and late payments due.

Security Deposit: I have either paid or will pay \$[Prospect.UserDefinedField("Security Deposit")]. dollars to the Landlord as Security for my compliance with all of the terms of this Agreement. If I do not break any of the terms of this Agreement the Landlord will return this deposit within twenty one (21) days after the tenant has returned all of the keys to the Landlord, including any duplicate copies. We may apply as much of the deposit as necessary to reimburse us for any damages resulting from your occupancy. Landlord shall deposit the Security Deposit in a non interest bearing escrow account at a financial institution. The Deposit is not advance rent and cannot be applied to Rent by Tenant.

Payments:

Payments are to be MAILED/PAID to: Bell Properties, Inc. 440 E Huntington Drive, Suite 300 Arcadia, CA 91006

You can and should pay your rent online at <https://bellprop.twa.rentmanager.com> and use your email and account number.

You can also use our cash pay system, please go to

<https://paylease.com/cashpay/locations> for payment locations near you.

If you must mail us a payment, you can mail it to: Bell Properties, 440 E Huntington Drive, Ste 300, Arcadia, CA 91006 .

The Landlord has the right to terminate your access to the payment portal and require you to make payments to the office.

Terminating the Rental. Landlord may end this rental if I do not live up to the terms of this Agreement. This includes payment of rent and all other provisions of this Agreement. Tenant(s) may contact the property manager for all or any lease break terms and negotiations; If you terminate this agreement, Landlord may then take

3

HOUSE RULES

possession as provided by law.

Transfers: Requests for unit transfers must be submitted in writing, with supporting documentation related to the reason for the request. All transfers, if approved, will be subject to the appropriate transfer fee.

Damages on Default. Upon default I must pay all of the rent for the rest of the term. I must also pay all other outstanding charges in accordance with this Agreement. I must pay your actual damages, including reasonable legal fees, the costs of re-entering, re-letting, cleaning and repairing the Property and recovering all money which I owe you. If Landlord elects to enforce this Agreement by bringing eviction proceedings, I agree to pay all reasonable attorney's fees, marshal fees and court costs.

Maintaining the Property. I have examined this Property and I am satisfied with its physical condition. I acknowledge that Landlord has made no promises to repair or improve the Property. I agree to keep the Property in as good condition as it was at the beginning of this Agreement, except for wear from reasonable use.

Cleaning and Upkeep of Private Working Space

Tenant shall keep the rental space, including all common area's and other areas reserved for Tenant's communal use in a clean and sanitary condition and in compliance with all applicable provisions materially affecting health and safety. If tenant notices broken items, or dirty areas, they agree to notify management to assist the expeditious cleaning or repair. Trash collection will occur for tenants several times per week, trash must be placed outside unit by 5pm.

Tenant shall keep all fixtures and appliances in the working space as clean as the condition of such fixture or appliance permits. Tenant shall use the co-working space, and systems, including, but not limited to, mechanical, electrical and plumbing, and all appliances, fixtures and equipment in the Community in a safe and reasonable manner and only for the purposes for which they are intended.

Tenant is responsible for maintaining all carpeting, vinyl floors, hardwood floors or any other type of floor coverings inside my private unit, according to the manufacturer's recommendations.

Tenant shall replace light bulbs in all light fixtures at Tenant's expense. Tenant is responsible for furnishing and changing of all light bulbs in their unit with energy efficient bulbs.

Tenant shall not willfully or negligently destroy, deface, damage, impair or remove any part of the unit, building or communal space, or allow another person to do so.

Tenant shall behave, and require other invited guests in the space to conduct themselves in a manner that will not disturb Tenant's neighbors' peaceful enjoyment of their co-working space, and private offices, or the Community or that will constitute a nuisance. No music allowed to be played on speakers, which may interfere with other quiet enjoyment of the work space.

3

HOUSE RULES

No Alterations. Tenant shall not make any alterations, improvements, or installations to the interior or exterior of the Individual Private Office Unit, including wallpapering, contact paper, cork boards, mirrored squares, painting, awnings, window guards, shelves, screen doors, carpeting, alarm systems, electrical systems, telephone, computer, cable television outlets, shower head devices, washers, dryers (portable or otherwise), fans, heaters, or air conditioners without the prior written consent of Landlord. If consent is given, any alterations must be restored to their original condition at move in, and/or installations shall become the property of the Landlord when completed. They shall remain with and as part of the Premises at the end of the term. I must get Landlord's written consent to alter or improve the Property.

Damage. Tenant shall be liable for all damage caused by any personal property or appliances permitted by Landlord. Tenant shall not remove Landlord's fixtures, equipment, monitoring devices, or electronic alarm systems for any reason. If Tenant makes any improvements to the property (with or without Landlord's consent), such improvements shall, at the option of the Landlord, become the property of the Landlord.

Mold:

Tenant shall use best efforts to prevent any conditions in the Individual Private Office Unit, such as excessive moisture, that could create an environment conducive to mold growth. If such conditions develop, Tenant shall notify Landlord immediately and Landlord shall remedy any such conditions caused by any Tenant or occupant.

Landlord's Related Parties are not responsible for the consequences of any conduct of any Tenant Party that leads to or exacerbates mold growth, and Tenant shall indemnify and hold harmless Landlord's Related Parties from any Losses related to such conduct unless such losses arise from a breach of a duty owed by Landlord under applicable law. Tenant shall promptly report to Landlord, in writing, any actual or potential mold problem, regardless of what may have caused such problem.

Failure to make a prompt written report of any such potential mold problem constitutes a default.

If Landlord notifies Tenant of Landlord's intention to remediate mold in the Individual Private Office Unit, Tenant shall provide access to the Individual Private Office Unit to permit Landlord to remediate any problem; however, Landlord shall obtain Tenant's prior consent to such entry. If Landlord determines that Tenant should vacate the Individual Private Office Unit during remediation, Tenant will relocate (at Landlord's expense) to another Individual Private Office Unit within the Community or at any other location similar to the premises being rented by the Tenant, for the period of time necessary to complete such remediation. If another Individual Private Office Unit within the community or any other property owned by the Landlord is not available for the relocation, as determined by Landlord, Landlord shall provide Tenant either (a) relocation at Landlord's expense to another nearby community owned or operated by Landlord or its affiliate, or (b) termination of the Lease without

3

HOUSE RULES

any financial obligation beyond the date of such termination. Tenant's refusal to relocate in accordance with these provisions, or any other interference with Landlord's remediation efforts, shall constitute a breach of this Lease by Tenant.

Upon Tenant's breach of any provision of this section, Landlord may terminate this Lease, evict Tenant and exercise all remedies for breach of this Lease. If the Tenant is relocated to another property owned by the Landlord, Tenant shall be required to pay rent pursuant to the terms of this agreement as well as comply with all of the terms of this Agreement.

If (a) Tenant has made a good faith written report to the Landlord or its property manager of an actual mold problem in Tenant's Individual Private Office Unit, and (b) within 5 days after such report Landlord has not (II) taken any action to inspect or remediate mold in Tenant's Individual Private Office Unit, then and only then, Tenant may terminate this Lease without any financial obligation beyond the date of such termination. Tenant shall not be released from any Claims related to Rent or other amounts due and owing under this Lease. If Tenant is found to be partially or wholly liable for the mold infestation and cost of remediation, Tenant shall only be responsible for Losses resulting from its partial or greater liability and any concessions made by Landlord.

Keys & Locks. Tenant shall not install additional or different locks or gates on any door or window of the Home without the prior written permission of the Landlord. If Landlord approves Tenant's request to install such locks, Tenant shall provide Landlord with a key for each lock and shall reimburse Landlord all reasonable costs incurred to remove such locks. Tenant shall not duplicate keys for the Individual Private Office Unit without written permission. Tenant must give to landlord keys to all locks. Landlord may copy all keys for the Individual Private Office Unit, whether provided by Landlord or Tenant. If the Tenant fails to provide a copy for any keys and locks that have been changed within 5 days of the Landlord's request either verbally or in writing, Tenant shall be in default under the terms of this Lease Agreement. Tenant will replace any lost keys. If tenants lose their keys, or a spare key is needed, tenants will be billed \$75 for spare key, if Property Management has one on hand to provide, if not tenants may be required to obtain a replacement at their own expense through locksmith. At the end of the rental period I will give property manager all of the keys, including all duplicate keys. The Landlord reserves the right to change the locks to any doors on the Premises, including the doors to the Tenant's apartment unit. In the event that the Landlord does change the locks, the Landlord shall make arrangements with the Tenant to provide the new keys.

Doors and windows. Doors must be locked at all times. Windows must be locked when Tenant is out. Tenant shall not throw anything out of the windows.

Pets. I will not keep or allow anyone else to keep any pet on this Property without

3

HOUSE RULES

your written consent. In the event that the Landlord provides written consent to the Tenant to allow a pet, the Tenant shall execute an addendum allowing Tenant to keep a pet on the Premises. Until such time as the Tenant signs the addendum, Tenant shall, under no circumstances, be allowed to keep a pet on the Premises.

Signs. I may not put up any sign, signal, advertisement, posters, flyers, notices, illumination or projection in or out of the windows, hallway, on resident(s') doors, common areas, the exteriors of the Property or any other part of the building(s) without your written consent.

No Assignment or Sublease. I may not sublease or assign this Property without your written consent. In the event that the Landlord provides its written consent to sublease the unit, the Tenant shall be responsible to the Landlord to provide all of the information of the Tenant's Lessee so as to allow the Landlord to determine whether that person is qualified to use and occupy the premises. The Tenant shall be responsible for a processing fee in the amount of \$250.00 to the Landlord as an administrative fee.

Tenant shall be responsible to the Landlord for all rent payments up until the date the Sublessee assumes responsibility for the Premises.

Entry by Landlord. You may enter the Property at reasonable times to provide services or to inspect, repair, improve or show it.

You may enter the Property without my consent in case of emergency. If the Landlord enters the Apartment, Landlord will try not to disturb Tenant. Landlord may enter the property to get to any part of the Building. Landlord has the right at any time to permit the following people into the Property: (i) receiver, trustee, assignee for benefit of creditors; or (ii) sheriff, marshal or court officer; and (iii) any person from fire, police, building, or sanitation departments or other state, city or Federal Government. Landlord has no responsibility for damage or loss as a result of those persons being in the property.

Compliance with Laws. I must comply with all laws, orders, rules and requests of all governmental authorities. I will also comply with any insurance companies which have issued or are about to issue insurance policies covering this Property or its contents. I will pay you for any fines or penalties which you are required to pay because of me or others who stay with or visit me.

No Waiver by Landlord. You do not waive any rights by accepting rent or by failing to enforce any of the terms of this Agreement.

Fire or Other Casualty. My duty to pay rent may be reduced by fire or other

3

HOUSE RULES

casualties not caused by my negligence or willful act.

I will not be required to pay rent while my enjoyment of the Property is substantially impaired.

I may also vacate any unusable part of the Property. My rent would be reduced to the extent that the fair rental value is reduced. Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the rental suite cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the unit is unusable, if part of the unit cannot be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the unit is usable. Landlord need only repair the damaged structural parts of the Property. Landlord is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control. If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be made at Tenant's expense and Tenant must pay the full rent with no adjustment. Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Even if the apartment is not damaged, Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Apartment to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is canceled, Landlord is not required to repair the Apartment or Building. The cancellation does not release Tenant of Liability in connection with the fire or casualty. Tenant has no right to cancel this Lease due to fire or casualty.

Smoking: Absolutely no smoking in or around the common areas of the building.

Quiet Enjoyment. Subject to the terms of this Agreement, as long as I am not in default, I may peaceably and quietly have, hold and enjoy the property. The comfort or rights of other Tenants must not be interfered with. "Annoying" sounds, smells and lights are not allowed. It will be up to the Landlord to determine what is considered "annoying" or "interfering".

Subordination. This agreement and my rights are subject and subordinate to present and future mortgages on the Property. You may execute any papers on my behalf as my attorney in fact to accomplish this. This Lease and Tenant's rights, are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals,

3

HOUSE RULES

changes of any kind and extensions of the mortgages, leases or lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant. Landlord may borrow money from a lender. The lender may request an agreement for changes in this Lease. Tenant must sign the agreement if it does not change the Rent, the Term, or alter the Apartment. Upon request by Landlord, Tenant shall sign a certificate stating the following: (1) This Lease is in full force and unchanged (or if changed, how it was changed); and (2) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; and (3) Tenant is fully performing all the terms of the Lease and will continue to do so; and (4) rent and added rent have been paid to date. The certificate will be addressed to the party Landlord chooses.

Condemnation. If all of the Building is taken or condemned by a legal authority, the Term and Tenant's rights shall end as of the date the authority takes title to the Apartment or Building. If any part of the Apartment or Building is taken, Landlord may cancel this Lease on notice to Tenant. The notice shall set a cancellation date not less than 30 days from the date of the notice. If the Lease is canceled, Tenant must deliver the Apartment to the Landlord on the cancellation date together with all rent due to that date, the entire award for any taken belongs to the Landlord. Tenant gives Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

Landlord's Employees. Landlord's employees are not permitted to care for Tenant's personal property. Tenant must not leave property with any of Landlord's employees. Tenant must not send Landlord's employees on personal errands. If Tenant violates this Paragraph, Landlord is not responsible for loss, theft or damage to the property, and injury caused by the property or its use.

Conference Rooms, Common Areas, Patio Space: If there is a conference room, general common area and patio space, Landlord may give Tenant permission to use it. Tenant will use all areas at Tenant's own risk and must pay all fees Landlord charges. Usage may be denied for any reason and no discounts for loss of use, at Landlord's option. Use of any property amenities are at Tenant's own risk.

Patio, and Balconies. The rental property may have a terrace, patio or balcony (back patio to parking). The terms of this Lease apply to the terrace or balcony as if part of the rented office suite. The Landlord may make special rules for the terrace, patio and balcony. Landlord will notify Tenant of such rules. Tenant must keep the terrace, patio or balcony clean and free from personal belongings, leaves and garbage. No cooking is allowed on the terrace, patio or balcony. Tenant may not install a fence or any addition on the terrace, patio or balcony. If Tenant does, Landlord has the right to remove them at Tenant's expense.

Notices. Any notice to Landlord shall be in writing and delivered by Tenant, either in person or by certified or registered mail, prepaid to the Landlord's address. Any

3

HOUSE RULES

notice by Landlord to Tenant may be verbal or in writing and delivered by any means whatsoever at any place where Tenant may be found.

Oral Changes. The provisions of this Lease are not subject to verbal modifications. All modifications will be made in writing.

Paragraph Headings. The paragraph headings are for convenience only.

Sale of Property. If Landlord sells the Property, Landlord may assign my security deposit to the new owner. Landlord must notify Tenant of this. Landlord will then be released of all further liability to me under this Agreement.

Injury or Damage. Landlord will not liable for any injury or damage which is not caused by its negligence or improper conduct. I will pay you for any injury or damage which is caused by me or others who stay with or visit me. Landlord is not responsible for stolen property or damaged goods.

Rubbish. Tenant will deposit all trash in sturdy plastic bags which will be securely tied and shall dispose of all garbage and recyclable materials in designated containers and areas in accordance with Landlord's regulations and applicable law. Trash containers are provided next to the building. Trash bins must be placed outside your suite to be picked up/disposed of.

No loose trash is to be thrown in the garbage containers.

Tenant shall not dispose of large items, except as permitted by Landlord.

Landlord may charge Tenant a fee for improper disposal of garbage.

Landlord may charge a fee for damage to any additional space used by tenant, including conference room, audio room, photo room and the general areas.

Trash containers and garbage bags are not to be kept inside the hallway at any time, except for trash night.

It is your responsibility to let us know when others are not following these rules.

Vacating Property. I must restore any damage done by hanging pictures or any other form of wall coverings. I will leave the Property in as good condition as when I received it, reasonable wear and tear excepted. If I do not leave the Property in good condition when I move out, I will pay, on demand, as damages, all costs of cleaning, repairing, and redecorating the Property. The apartment will not be considered vacant until all keys are returned to the office and all belongings are removed from the apartment. If you occupy the apartment after the 1st of the month you will be responsible for that month's rent in full.

Fixtures. All fixtures permanently affixed to the Property shall remain part of the

3

HOUSE RULES

Property. Wash lines, vents and plumbing fixtures must be used for their intended purpose. All appliances and personal property of the Landlord shall remain in the Property unless owned by the Tenant:

Drains, Toilet Fixtures. No extraneous materials may be placed in any drains or toilet fixtures. Sweepings, rubbish, rags, diapers, sanitary napkins, or other improper articles must not be disposed of in any toilet, sink, or other plumbing fixtures. Violation of this rule will result in the Tenant being charged for any corrective repair. Charges will become added rent. If any drain or toilet fixture becomes clogged by reason of misuse, I will pay for the cost.

Returned Checks or Rejected Credit Card Payment. If a check from Tenant is returned to Landlord by a bank or other entity for any reason, or if any credit card or debit card payment from Tenant to Landlord is rejected then, Tenant shall pay to Landlord the NSF Charge in the amount of \$75.00; Tenant shall pay to Landlord the Late Charge;

Landlord retains all other rights and remedies under this Lease for default; and Landlord reserves the right to refer the matter for criminal prosecution.

Renters Insurance. I agree that during the term of this lease and any hold over period, I shall keep in effect and maintain, at my own cost and expense, the following insurance for the property and said insurance policy will name the Landlord as an additional insured, and I will deliver to us a certificate from the insurance company, before this lease starts, showing the Landlord that you have this insurance: General liability policy with bodily injury limits of not less than \$100,000.00 per occurrence and for property damage limits of not less than \$100,000.00 per occurrence. I understand that owners insurance does not cover my personal property under any circumstances and that I must insure my household goods and personal effects with a renters insurance policy at my own expense. Landlord shall not be responsible for loss or damage to Tenant's personal property caused directly or indirectly by acts of God, fire, theft, burglary or malicious acts of others. Evidence of renters insurance, naming Bell Properties, Inc is required at move in, or move in will be delayed. Renters insurance is required to be in-effect throughout my tenancy. If renters insurance lapses, tenants will be in violation of this lease and all remedies to cure will be available for landlord. Landlord is authorized to initiate new policy and charge tenants for new insurance policy.

Storage. The basement and any other common areas of the property may not be used by anyone for storage or any other purpose without written permission of the landlord. If the Landlord furnishes a storage area, Tenant agrees that use of this area is at the Tenant's risk. Tenant agrees to maintain such space in a clean orderly manner. Additional storage may be available for additional fee, please inquire with management.

Sleeping in Office: Offices may not be used as bedrooms or sleeping quarters. Units

3

HOUSE RULES

are accessible only during specific hours, not overnight, not to be used for sleeping or living quarters. If tenants are inside building after hours they will be warned once, future violations will result in cancellation of this contract.

Joint & Several Liability. All parties signing this document as Tenants are jointly and severally obligated to perform all of the duties and obligations contained in this agreement including the duty to any rent.

Validity of Agreement. If any part of this Agreement is against the law, the rest of this Agreement will remain in full force. You have the right to correct any illegal clause to make it comply with the law.

Parties. Both the Landlord, and I, the Tenant, are bound by this Agreement. All parties who lawfully succeed to our rights and responsibilities are also bound.

Washers. You shall not install a washing machine, clothes dryer, dishwasher or any large appliance without our written permission. Coin operated laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed. Use may be stopped at landlords discretion at any time.

Guests. Tenants agree they may have guests into the suites, however large gatherings (over 5 participants) must be requested in advance to ensure center readiness and availability.

Illegal Activities. Any and all illegal activities are considered a breach of this rental agreement and grounds for immediate rental termination and, if necessary, eviction.

"Hanging Out". Tenant(s) understand and agree that Landlord does not allow people to congregate or "hang out" outside in front of the office suites, or unit or on the property or grounds. Tenants agree not to "hang out" nor allow other Tenants or visitors to do so. Tenant(s) will do everything in their power to prohibit and discourage such behavior and to notify Landlord immediately if people begin using the property or grounds as a place to gather or "hang out". This shall also include a prohibition on having "parties" on the premises. Tenant(s) shall be respectful of their neighbors and having a "party" or "parties", disturbs the rights of others. No Loitering. Please take responsibility for your children.

Yard Sales: Tag Sales, yard sales or garage sales are not allowed.

Graffiti: Chalk and graffiti will not be tolerated. Any markings on sidewalks and buildings will be considered a lease violation for defacing of property.

Common Doors. Tenants and Tenants guests agree to keep all common doors closed and locked. Open doors allow unwanted visitors and animals to enter the building and gives an overall poor appearance for the property. The entrances, halls and stairways may only be used to enter or to leave the Apartment.

Fireworks. The use of any kind of fireworks anywhere on the property or grounds is strictly prohibited even on the holidays.

Vehicles.

Any vehicles on the private property of the Landlord must be registered with DMV and the Landlord at all times.

3

HOUSE RULES

All vehicles parked on the premises must have a current, valid registration and insurance card on file at the owner/manager's office at all times.

Unregistered, junk or inoperable vehicles will be towed at the owner's expense without prior notice.

Landlord may stop the use of any off street parking by tenants at any time.

Improperly parked, unlicensed, unregistered, uninsured, or inoperable vehicles may be removed by Landlord without prior notice at Tenant's expense.

Any vehicle parked in a non-visitor space must have a site issued parking permit.

NO washing of vehicles on the Landlord property. Repairs or maintenance to motor vehicles and/or motorcycles are not permitted on the Landlords property.

Recreational and/or commercial vehicles are not permitted.

No motor vehicles are allowed on the grass, including motorcycles. The responsible Tenant will be charged a fine or \$100.00 plus the cost of any repairs for driving or parking on the grass.

If tenant is not in good standing with the landlord, the landlord may stop the use of off street parking.

Renters Insurance. Tenant agrees to enroll in and carry for the duration of the lease, renters insurance and add the landlord as additional insured. If at any time tenant is found to have discontinued renters insurance, property management may enroll tenant in renters insurance and add the fee to the monthly rent.

Unauthorized Items.

No pools of any kind are allowed in or on the demised premises. The pool is a nuisance and safety risk. No permission of any kind, written or oral will be granted.

No Fish tanks in office suites, unless written permission is provided from owner/management.

No large energy drawing equipment, vehicle charging, refrigerators in suites, crypto mining equipment allowed.

Trampolines of any size, shape or kind are strictly prohibited by the Landlord and may not be kept or used on the property.

Nothing (including but not limited to – antennas, satellite dishes, grills or bikes) may be placed on or attached to fire escapes, sills, windows or exterior walls of

Apartment or in the hallways or public areas.

Nothing (including but not limited to – Clothes, linens or rugs) may be aired or dried from the Apartment or on terraces.

Dangerous, flammable, explosive or items which might increase the danger of fire or other hazard may not be kept or used in the apartment or any storage area.

No music or other audio to be played over speakers, without landlords written permission and authorization.

No objects which will obstruct hallways, entrance ways, sidewalks, or any other portion of the buildings shall be placed by Tenant. If Tenant stores personal belongings in any common area, Landlord has the right to remove and store the items

3

HOUSE RULES

at Tenant's expense. Charges for labor and storage will be charged to the Tenant. Draperies: Sheets, blankets, nags, towels, newspapers, etc. may not be used as draperies. Draperies of neutral color or with white linings are preferred. Suitable curtains must be hung within 72 hours of move-in or Landlord has the right to purchase and install blinds at the Tenant's expense. Charge for blinds and installation will become added rent.

Roof. No one is allowed on the roof for any reason.

Rules and Regulations. Both Landlord and Tenant agree that at lease expiration all terms and conditions, rules and regulations remain the same and in effect while the tenant occupies the rental unit and on a month to month basis unless terminated or changed by the Landlord. Landlord is not liable to Tenant if another tenant violates these Lease. The Landlord shall interpret and administer the accompanying lease provisions in compliance with all applicable state and federal laws, and as may be necessary to afford handicapped tenants and prospective tenants equal opportunity to use and enjoy a dwelling unit. Notice of new or changed Rules will be given to Tenant. Landlord need not enforce Rules against other Tenants. Tenant receives no rights under these Rules.

Hold Over Rent. If we have not received a written notice from you 30 days prior to the expiration of this agreement, and you remain in the Individual Private Office Unit beyond the lease term as described in Paragraph 1 and you have not signed a new lease agreement with the Landlord prior to the expiration of this Lease Term, you are responsible to pay a new month to month rate, as published in writing, in advance of your expiration of current lease.

Services. From time to time, the Landlord may need to stop services provided to the Tenant. Such services include, but are not limited to, plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes, until the work is complete. If the Landlord is unable to supply any service due to labor problems, government order, lack of fuel supply or other cause not controlled by Landlord, Landlord shall be excused from supplying that service. Service shall resume when the Landlord is able to supply it.

Animals: Service animals are not considered pets, but must be screened and approved as part of the application process, or later if brought into the property after lease inception. Should a unapproved pet be discovered, during any routine inspections, resident hereby agrees that they will be held responsible for the pet rent which will be billed retroactively to the inception of the lease. All pets must be approved prior to coming into the property. Not all properties allow pets. Should resident be found to have a pet, in a no pets property, resident will be in violation of their lease. All Pets must be screened and approved prior to coming into your rental property, or you will be in violation of your lease.

Maintenance: All maintenance issues will be reported in writing through tenants portal. Emergency issues, tenants should dial 911, then Bell's Emergency Service

3

HOUSE RULES

number. All maintenance requests shall be reported by the service number provided to residents. All residents will confirm service appointments prior to vendors schedule. Should resident not be home at the appointed confirmed time, tenant will pay a \$75 missed appointment fee for the 1st missed appointment and \$100 for each subsequent missed appointment. Fees will be added to tenants account and must be paid within 10 calendar days of posting. Unpaid missed appointment fees will be reported to credit bureau's along with any back due rent. Tenants agree that all tenant caused damages will be paid by tenant.

Entire Agreement. All promises you have made are contained in this written Agreement. This Agreement can only be changed by an Agreement in writing and signed by both you and me.

4

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.

4

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

4

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

4

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.

4

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

4

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.

4

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

4

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

4

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.