

DASH License[®] Monthly Use

1

DEFINITIONS

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

2

AGREEMENT

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

3

HOUSE RULES

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

4

LICENSE TERMS

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

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

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DEFINITIONS

AGREEMENT DATE

GUEST:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

SPACE DETAIL:

NAME

SPACE TYPE:

MAX OCCUPANCY:

SIZE (SQ FT):

TERM:

START DATE:

END DATE:
(Optional)

CANCELLATION TERMS

MINIMUM TERM

HOST & BUILDING:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

FEES, DEPOSIT AND TAXES:

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

MONTHLY CHARGE

SETUP CHARGE

DEPOSIT

TAXES

MARKETPLACE SERVICE:

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

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DEFINITIONS

AGREEMENT DATE

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

CANCELLATION TERMS

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

HOST

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

"GUEST" OR "YOU"

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

SPACE

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

MAXIMUM OCCUPANCY

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

BUILDING

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

TERM

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

FEES

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

DEPOSIT

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

TAXES

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

MARKETPLACE SERVICE

shall mean the LiquidSpace service.

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DIRECT AGREEMENT FOR SPACE HOSTING (DASH) LICENSE

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

The Host and Guest agree as follows:

LICENSE

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

TERM

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

HOUSE RULES

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

PAYMENT

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

DEFINITIONS

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

ENTIRE AGREEMENT

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

House Rules for Semi-Private Micro Office

Member agrees to pay, in arrears, the variable monthly charges for Additional Facilities and Services or any services covered in the Monthly Fee beyond any allowances, and all other non-fixed charges and other expenses posted to Member's account as set out in Member's monthly statement at the then current rate published by 3LS Work|Spaces, monthly by the first (1st) day of the month following the date such charges were incurred.

Member acknowledges that no security personnel will be provided on site and that 3LS Work|Spaces has no control over any security measures provided by the building owner. Member agrees to take appropriate precautions to protect against the potential loss of Member's property such as locking doors, desks and filing cabinets. 3LS Work|Spaces shall have no responsibility to prevent, nor have any liability to Member for losses due to theft, burglary, personal injury or damages done by persons gaining access to the office space or the building, and Member hereby releases 3LS Work|Spaces from all such liability. Member **understands that if they or an employee is caught propping office doors open after hours there will be a \$250 fine added to the next month's invoice.**

Upon expiration of the Term, 3LS Work|Spaces will have no obligation to notify any person or entity of Member's new telephone number and address unless Member chooses to purchase a Virtual Office or Move-Out Announcement plan.

Member agrees to abide by all other policies and procedures instituted by 3LS Work|Spaces and also agrees to abide by all rules and regulations of our Master Lease (copy available upon request).

House Rules for 3LS Work|Spaces @ Conference Drive

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HOUSE RULES

LICENSOR: Licensor, 3LS Properties, Inc. d/b/a 3LS Work|Spaces operates locations at 301 S. Perimeter Park Drive, Suite 100, Nashville, Tennessee, 37211, and at 740 Conference Drive, Goodlettsville, TN 37072. Member desires to obtain a license to use the Office and desires to use the Additional Facilities and Services provided by Licensor. Licensor is willing to grant such license and provide such other services on the following terms and conditions:

GENERAL PROVISIONS

1. **No Warranties.** All licenses, services, and facilities, including occupancy of the Office provided pursuant to the Agreement are furnished without warranty. Member's sole remedy, and Licensor's sole obligation, for any failure to render any service or provide any Office or facility, for any error or omission, or any delay or interruption with respect hereto is limited to an adjustment to Member's billing in an amount equal to the charge for such service or facility or pro rata charge or any licensed use for the period during which the failure, delay or interruption continues. With the sole exception of the remedy set out in the first two sentences of this Subparagraph, Member expressly agrees to waive and agrees not to make any claim for damages, direct or consequential, arising out of any failure to furnish any service or facility or breach or any license granted herein, or any error or omission with respect thereto, or any delay or interruption of the same. In any event, there will be no billing adjustment if Member is in default under this Agreement at the time. Licensor shall not be responsible for the interruption of any services due to reasons beyond Licensor's control.
1. **Term and Renewal.** The Term is as set forth in the Agreement. Upon expiration of the Initial Term and on any subsequent renewal term (each, a "renewal Term" and together with the Initial Term, the "Term") of this Agreement, the Agreement automatically will be extended for the same period of time as the Initial Term and upon the same terms and conditions as herein contained except for the amount of Private Office Package Fee then in effect, which will each be increased to the current market rate (not to exceed 10%), unless either party notifies the other in writing within the period hereinafter specified that the Agreement will not be extended. Such notice will be given at least sixty (60) days prior to the expiration of the Initial Term or the Renewal

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HOUSE RULES

Terms, as the case may be, unless Member has three or more offices, in which case such notice will be given at least ninety (90) days prior to the expiration of the Initial Term or the Renewal Term, as the case may be.

1. **Services.** The Private Office Package Fee includes use of the office indicated, along with the services listed in the Agreement. Provided Member is not in default of this Agreement, Licensor will make available certain additional recurring monthly services to Member as more particularly described in the Agreement under Office Fee Details. Charges for such additional recurring monthly services will be subject to the term of the Agreement. In addition, upon request, Licensor will make available to Member additional non-recurring services as Licensor may make generally available, the charges for which will be established as per Licensor's then scheduled rates as determined by Licensor, a current copy of which is attached as Exhibit B. Payment for these services will be subject to the same terms and conditions as those governing the payment of any recurring monthly fees. Licensor will have no obligation to provide such services if Member is in default of this Agreement or if the anticipated charges exceed the amount of refundable retainer. When providing services to Member that involve third parties, Licensor will have the right to require Member to pay, or to reimburse Licensor for, the fees and expenses of such third party in advance.

1. **License.** This Agreement does not create or constitute a lease. Member is granted a license, revocable for cause by Licensor, to use the Office and the Other Facilities summarized above. Member shall have no real property interest in or rights to assign or sublet the Office or Other Facilities. During the Term, Member is entitled to the services and use of facilities, subject to the terms of this Agreement, including allowance limitations, deposit requirements and prompt payment of charges. Allowances not used in any month may not be carried forward to use in succeeding months. Member's license to occupy the Office and Member's right to the services and use of other facilities are subject to: (i) the provisions of the lease or agreements pursuant to which Licensor occupies the shared workspace, (ii) all rules and requirements of the building in which the shared workspace are located, and (iii) other reasonable rules and requirements established by Licensor for the use of the shared workspace. Licensor will have no responsibility to Member for violation of any provisions of the lease or rules and regulations by any other Member of Licensor. Member waives any right to a jury trial.

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HOUSE RULES

1. **Employees and Guests:** The Member's employees and guests shall conduct themselves in a business-like manner. Appropriate attire shall be worn at all times. The noise level will be kept to a level so as not to interfere with or annoy other Members. Member and Member's employees will abide by Licensor's directives regarding security, keys, access cards, parking and other such matters common to all Members. No part of the office or suite may be used for overnight accommodation.
1. **Security.** Member acknowledges that no security personnel will be provided at the shared workspace and that the Licensor has no control over any security measures provided by the building owner. Member agrees that any keys or access cards provided by Licensor for Member's use remain the Licensor's property at all times. **Member may not make any copies of the keys and/or entry cards, or allow anyone else to use them without Licensor's written consent. Any loss must be reported to Licensor immediately and Member must pay a reasonable fee for replacement keys or cards and changing of locks, if necessary.** Member agrees to take appropriate precautions to protect against the potential loss of Member's property such as locking doors, desks and filing cabinets. Licensor shall have no responsibility to prevent, nor have any liability to Member for losses due to theft, burglary, personal injury or damages done by persons gaining access to the shared workspace or the building, and Member hereby releases Licensor from all such liability. **Member understands that if an employee props suite doors open after hours there will be a \$250 fine added to the next month's invoice.**
1. **Abandonment.** If Member vacates or abandons the Office provided herein, or if he is dispossessed by process of law or otherwise, personal property belonging to Member and left at the shared workspace will be considered abandoned and Licensor may dispose of the same or, at Licensor's option, Licensor may store it in Member's name, at Member cost and without notice to Member. Licensor shall have no liability for removal, storage, loss, damage or

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HOUSE RULES

conversion of such property or for sale of any such property by a third party to pay storage and moving fees.

1. **Entry By Licensor.** Licensor has the right at any time to enter the Office to inspect, make repairs and alternations, show the same to prospective Members, and for any other reasonable purpose.
1. **Subordination.** Member acknowledges and agrees that Member's rights under this Agreement are derivative through Licensor's rights under its lease or agreement for the shared workspace. Member further acknowledges and agrees that if and when Licensor's control of the shared workspace expires or is terminated, this Agreement may be terminated with sixty (60) days written notice. There is no agreement on the part of Licensor's building owner or any other person or entity to recognize Member's rights under this Agreement in the event of such a termination or to assume any of Licensor's obligations with respect thereto; provided, however, that Member will attorn to Licensor's building owner in the event of such a termination if requested in writing to do so.
1. **Mail and Telephone Forwarding.** Upon move-out, Member may choose to add an Office Move-Out Service Package, which can include continued mail receipt, mail forwarding, and a voicemail announcement containing Member's new contact information, if applicable. Fees for such services may be deducted from any amounts deposited with the Licensor from the refundable retainer deposited hereunder or will otherwise be paid to the Licensor in advance. Unless the Member chooses to add a Virtual Office Move-Out Package, Licensor will have no obligation to provide the services set forth herein. Except as expressly provided herein, Licensor will have no obligation to notify any person or entity of Member's new telephone number and address.
1. **Termination.** If the Member: (i) does not fully pay any sum payable by Member to Licensor when it becomes due and payable, or (ii) if Member fails to perform any of Member's other promises and does not cure such other failure to perform within five (5) calendar days after delivery of written notice from Licensor, Licensor will have the right in addition to all other remedies available,

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HOUSE RULES

to terminate all of Member's rights and licenses under this Agreement or such of those rights and licenses as Licensor designates in written notice. If his rights or licenses under this Agreement are terminated, Licensor may, after complying with any applicable requirements of law, take possession of the Office and dispose of any property left behind. Licensor shall have the right to change locks at any time while a default has occurred and is continuing in addition to all other remedies hereunder. Upon any such action by Licensor, Member will remain liable for all obligations to pay for all accrued charges, and to the maximum extent permitted by law, for all obligations which may subsequently accrue under this Agreement. In addition to the foregoing, Licensor may elect to accelerate all of Member's obligations hereunder, including without limitation, Monthly License Fee and other monthly recurring charges, for all or part of the term. Licensor is under no obligation, implied or otherwise, to mitigate its damage(s) under a default by Member.

1. **Employment of Licensor's Employees.** Member agrees that it will not, during the Term of this Agreement and for a period of one year thereafter, directly or indirectly, employ or offer to employ any person who is or has been an employee of Licensor without prior consent from Licensor. If Member hires either an employee of Licensor or any person who has been an employee of Licensor within six months prior to the time such person is hired by Member, Member will be liable to Licensor for liquidated damages equal to six months wages of the employee, at the rate last paid that employee by Licensor. The provisions of this paragraph will survive the Term of this Agreement.
1. **Notices.** All notices by Member or Licensor to the other must be in writing. Notices to Member will be considered given if delivered personally to Member, or one of Member's officers, partners or trustees, as the case may require, or mailed by first-class mail, postage prepaid, or by overnight delivery service with recipient's signature required, addressed to Member at the Office, or such other address as Member shall designate to Licensor in writing. Notices to Licensor will be considered given if personally delivered, emailed, or mailed by first-class mail, postage prepaid or by overnight delivery service with recipient's signature required to Licensor at Licensor's address at the Office or such other addresses Licensor shall designate to Member in writing.

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HOUSE RULES

1. **Integration.** This Agreement supersedes any prior agreement and embodies the entire Agreement between Member and Licensor relative to its subject matter. It may not be changed or modified except in writing signed by both Member and Licensor.
1. **Applicable Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Tennessee. Controlling venue and jurisdiction is the State of Tennessee, and any litigation will be in Davidson County Tennessee.
1. **Parties/Gender.** Whenever used in the Agreement, the word “person” or “Member” shall mean any natural person, partnership, corporation, association or other legal entity, including without limitation, qualified pension and profit-sharing trusts, as applicable. The use of the masculine, feminine or neuter gender also singular or plural tenses shall be interchangeable to the extent that a reasonable and proper interpretation of this Agreement may be affected.
1. **Waiver.** The waiver by Licensor of performance of any term, covenant or condition contained in this license agreement by Member, or the subsequent acceptance of any payment by Licensor shall not be deemed to be a waiver of such term, covenant or condition of this Agreement. Licensor reserves the right to strictly enforce this Agreement irrespective of previous defaults or variance previously allowed by Licensor to Member or others.
1. **Damage or Destruction Of Premises.** If the shared workspace is so damaged by fire or any other cause as to render it untenable for more than thirty (30) days, as determined by the Licensor, then either Licensor or Member shall have the right to terminate this Agreement, as of the date on which such damage occurs, through written notice to the other party, without liability to the other. Except that should damage or destruction occur as the result of the abuse or negligence of the Member, or its licensees or invitees, then Licensor only shall

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HOUSE RULES

have the right to termination.

1. **Construction of Agreement.** This agreement shall not be construed for or against either party because such party was the drafter or for other reasons and shall in all cases be given a neutral interpretation. The invalidity of any one or more of the sections, subsections, sentences, clauses

or words contained in this Agreement or the application thereof to any particular set of circumstances, will not affect the validity of the remaining portions of this Agreement or of their valid application to any other set of circumstances.

1. **Guarantor.** If a Guarantor is required, the Guarantor is liable for all sums due or to accrue under this Agreement, or under any extensions or modification hereof, regardless of whether Guarantor joins in or consents thereto. This is a guaranty of payment not of collection and Licensor shall be entitled to collect any sums due hereunder or demand that Guarantor perform hereunder without first attempting to collect the same from Member or cause Member to perform the same. Release or discharge of Member from any payment or performance obligations hereunder shall not release or excuse Guarantor from fulfilling those payment and performance obligations unless Licensor shall so specifically agree in writing.
1. **Authority.** If an agent or representative of Member executes this Agreement on behalf of the Member, the agent or representative represents that he has the full authority to enter this Agreement on behalf of the Member.

MEMBER AND LICENSOR COVENANTS

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HOUSE RULES

1. The Member agrees to:

1. pay, in advance, the Private Office Package Fee, and any other recurring monthly fixed charges under this Agreement, to Licensor monthly on the **first day of each month** without deduction or offset, but pro-rated for any partial month. The fee shall include, and Licensor shall provide, certain services, receptionist, incoming mail handling, and kitchen facilities during business hours Monday through Friday (except standard holidays).
1. pay, in arrears, the **variable monthly charges** for Additional Facilities and Services or any services covered in the Basic Monthly Fee beyond any allowances, and all other service charges as set out in Member's monthly statement at the then current rate published by Licensor (a current copy of which is attached as Exhibit B), monthly by the first (1st) day of the month following the date such charges were incurred. Variable charges may include, but are not limited to: administrative support services, copies and faxes, extra conference room usage, mail forwarding, delivery services, long distance and additional phone/message services. If Member disputes any service charge, the issue must be raised within three months from billing date of disputed item. Licensor has no obligation to keep records beyond three-month period.
1. pay the **Retainer** to Licensor upon the execution of this Agreement and maintain the Retainer in the amount set forth in the Private Office License and Service Agreement at all times.
1. pay the **Late Fee**, in addition to any other remedy Licensor may pursue for payment delinquency, if full payment of each monthly statement is not received by 3:00 p.m. on the fifth (5th) of the month when due. If the fifth (5th) of the month falls on a weekend or holiday, payment will be considered late if not received by 3:00 p.m. on the next business day. Late payment charge is equal to ten percent (10%) of any amount owed to Licensor or fifty dollars (\$50.00), whichever is greater.

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HOUSE RULES

1. pay the Returned Check Charge for any checks which are returned unpaid for any reason and to replace any returned check with certified funds within 24 hours of notification. **RETURNED CHECK CHARGE:** \$100 per check
1. pay all costs of collection, including attorney's fees and costs of court, in addition to and not in lieu of Licensor's other damages, if Licensor is forced to pursue collection against Member or through probate, bankruptcy or other proceedings. Note Section III, General Provisions, Item N.
1. comply with any Rules or Regulations attached hereto or which are hereafter adopted by the Licensor for uniform application by all of the shared workspace occupants.
1. provide and use a plastic chair mat in the Office under the desk chair at all times and use professional movers for any move if so requested.
1. cooperate with Licensor by completing and signing additional documents and do such other things as may be required by Licensor, the postal service, the internet provider, or any other person in order to permit Licensor to provide services and facilities to Member under this Agreement.
1. use the Office for general office purposes only and conserve utilities consumption at all times.
1. indemnify, defend and hold harmless Licensor and its employees and agents, lessors and owners of the real property in which the shared workspace are located, and their respective agents and employees, from any loss, expenses, claims or attorney's fees attributable to Member or Member's agents, employees, licensees or invitees and arising out of: (i) the use of the Office or the shared workspace, (ii) any injury or death, (iii) any damage to or destruction of property, or (iv) the furnishing to, or use of any services or facilities under this Agreement.

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HOUSE RULES

1. maintain adequate insurance for the potential losses set forth in the immediate preceding paragraph, as well as insurance covering all of Member's personal property located in the Office against loss or damage by fire, explosion, or other hazards or contingencies for the full insurable value thereof.
1. accept the Office, Other Facilities and shared workspace as being in good, sanitary order, condition and repair.
1. maintain the Office, including any provided furniture, fixtures or equipment, in good condition and reimburse Licensor for all necessary repairs, normal wear and tear excepted, and return the Office and Other facilities at the end of the Term, or, when appropriate, after each use by Member, in as good condition as when received, normal wear and tear excepted.
1. comply with all laws, permit and licensing rules, and other requirements regulating the conduct of Member's business.
1. return all keys and access cards upon the termination of this Agreement or upon vacating premises, whichever happens first, and give Licensor written notice of Member's forwarding address and phone number.
1. agree that the phone number(s) assigned, if applicable, to Member are for Member's use only during the term of this Agreement. All phone numbers remain the property of Licensor and Member has no contractual or vested interests in the present telephone service or telephone numbers provided by Licensor. If Member chooses to have phone number listed in local 411 or directory assistance, Member authorizes Licensor to procure and arrange the listing for Member and Member agrees to pay any fees for such listing. The Member agrees to not list the phone number in any "white or yellow" pages.

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HOUSE RULES

1. pay an Office Restoration Fee to cover normal cleaning and painting to return the office(s) to original state upon Member's departure or relocation to another office or offices within the suite. The fee is currently \$2.50 per square foot for each occupied office and will be charged upon Member's departure or relocation, at Member's option, within the suite. Licensor reserves the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.

1. become familiar with, and follow as needed, the fire, safety and security provisions of the building.

B. Member agrees not to:

1. make any alterations or additions to the Office or the Other Facilities without permission of management.
1. make any holes in the walls for any reason without permission from Licensor.
1. post any signage or affix any material to glass surfaces or doors unless approved in writing by Licensor.
1. smoke or create noxious odors in the Office or in the shared workspace.
1. bring animals, other than disabled assistance animals, into the building.
1. assign or attempt to assign the license to use the Office or Member's other rights hereunder.

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HOUSE RULES

1. permit daily or recurring occupancy of any one Office by more than the number outlined in the Agreement, unless approved in writing by management.
1. advertise by newspaper, radio, direct mail or otherwise using Licensor's name, telephone or facsimile number without Licensor's prior written consent.
1. bring a photocopier, postage meter, telephone equipment, or any communications wiring into the Office or the shared workspace without written approval of management.
1. make or permit any use of the Office or shared workspace which is forbidden by law or regulation, hazardous or unsafe, invalidates or increases the premium of any policy of insurance carried on the shared workspace, or impairs the character, reputation, appearance or operation of the shared workspace.
1. sell any goods or perform any services in competition with Licensor from within the shared workspace.
1. act or permit any act which is a nuisance to other Members or lessens the professional appearance of the shared workspace.
1. use reception areas, common hallways, or kitchen areas as waiting rooms for Member's invitees. Due to limited seating, guests requiring a waiting period longer than 10 minutes may be asked to come back or will be seated in a conference room, if available, at no charge for up to 30 minutes. Guests waiting longer than 30 minutes will incur a conference room time charge.

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HOUSE RULES

C. Licensor agrees to:

1. license the use of the Office to Member during the initial Term and any subsequent Terms.
1. furnish, during normal business hours, the Services identified in the Agreement and Summary of Basic Provisions, subject to Licensor's reservation, use limitation, deposit and prepayment requirements.
1. provide air conditioning and heating at such temperatures and at such amounts as are considered by the building owner to be standard office conditions for the building from 8:00 a.m. to 6:00 p.m. Monday through Friday, 8:00 a.m. to 12:00 noon Saturday, but not on Saturday afternoons, Sundays and holidays.
1. return the Retainer or any remaining balance thereof, without interest, after Member has complied with all terms of this Agreement, discharged all accounts and surrendered all keys, access cards and building passes. In order to ensure the Licensor returns the retainer/deposit in a timely manner, Licensor requires Member to complete, sign, and return the Retainer Refund Form. If, after 120 days from date office is vacated, Licensor has not received the Retainer Refund Form, a \$25 monthly account maintenance fee will be deducted from the balance each month.

D. Licensor reserves the right, but shall have no obligation to:

1. make repairs or replacements to the Office or to provided furniture, fixtures or equipment therein for Member's account, and Member will pay to Licensor all costs and expenses to do so upon demand.

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HOUSE RULES

1. collect in advance additional retainers or deposits, at Licensor's sole discretion, for additional services and to disconnect or discontinue any of Member's services in the event of late payment or failure to make a requested deposit.
1. deduct any unpaid fees or costs from Member's Retainer.
1. disconnect, discontinue or terminate all licenses and services provided hereunder if any payment due under this Agreement is not paid in full when due or the Retainer is not replenished within five (5) days of written demand on Member to do so.
1. refuse collect calls made to or by Member.
1. add a Monthly Service Package Fee of \$99 per person for each additional Member employee over the number of occupants designated in the Agreement.

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License Terms



COMPLIANCE

You agree to abide by and cause your employees, agents, guests, invitees, contractors and subcontractors ("**Invitees**") to abide by this Agreement and any applicable House Rules.



POSSESSION AND DELIVERY

The Space is accepted by the Guest in its "as-is" "where-is" condition and configuration. If, for any reason, the Host is unable to provide use of the Space at the anticipated Start Date, you agree that the Term shall be automatically postponed until possession becomes available. Host's failure to deliver possession of the Space shall not subject the Host to any liability for loss or damage, nor shall it affect the validity of the License. If the Host does not deliver possession of the Space within one week after the anticipated Start Date, the Guest shall have the right to cancel the License with no penalty and be entitled to a full refund of amounts paid.



WORKSPACE USE AND ACCESS

You agree to use the Space provided to you for general office purposes only and you may not use the Space to carry out any illegal activities or use the Space (A) in violation of law or the House Rules, or (B) for any immoral, unlawful, or objectionable purposes. Further, you shall not use or permit the usage of any illegal drug or substance in the Space or in the Building and shall not make or permit any unreasonable or unnecessary noises or odors in or

upon the Space or the Building. You shall not commit, or suffer to be committed, any waste upon the Space or any nuisance (public or private) or other act or thing of any kind or nature whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance of any other occupants in the Building.

You agree not to exceed the Maximum Occupancy of the Space.

You shall not make alterations, additions or improvements to the Space, including the installation of lighting or any phone or data lines.

You shall not generate, store, install, dispose of or otherwise handle any hazardous materials in the Space, or in or around the Building, in any manner contrary to any applicable law. You shall be liable for the costs of any removal, clean-up and/or remediation of any hazardous materials released by you or your Invitees.

You agree that the Host has the right upon 30 days' written notice, to require that you relocate to another Space in the same Building of equal or larger size and similar configuration for the remainder of the Term, provided that the Fees for such new workspace are no greater than the Fees for your current Space.

The Host or its authorized representatives may enter the Space at any time and such access rights shall not give rise to any decrease or abatement of Fees or Taxes. Unless there is an emergency, the Host will, as a matter of courtesy, try to inform you in advance when the Host needs access to the Space to carry out testing, repair or work other than routine inspection, cleaning and maintenance. Repair work shall be done solely at the discretion of Host and the failure of Host, for any reason, to furnish any maintenance or repairs shall not render Host liable to you, constitute a constructive eviction, or give rise to a refund or abatement of Fees.

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License Terms

You shall not cause or permit any lien to be placed on the Space, the Building or the land underlying the Building. Any such lien shall be discharged by you within 10 days of you becoming aware of such lien.



GOOD CARE

You must take good care of and not damage, waste or make any changes to the Space or space leased or owned by the Host of which the Space is a part (the “**Host Area**”), or the Building. You shall not alter, add, replace, remove or damage any furnishings, equipment or other personal property located in, on or around the Space, the Shared Facilities, the Host Area or the Common Areas which is not owned by you or your Invitees (“**Host Personal Property**”). At the expiration or earlier termination of this Agreement, you must deliver the space and all Host Personal Property to the Host in good condition, normal wear and tear excepted. If any damage (beyond normal wear and tear) to the Space or the Host Personal Property should occur while in your care, custody or control, you agree to pay reasonable repair/replacement costs and to notify the Host immediately upon discovery of such damage occurring, but no later than 8 hours later. You are liable for any damage caused by you or your Invitees to the Space, the Shared Facilities, the Common Areas, the Host Personal Property or the Building. **YOU DISCLAIM AND WAIVE ALL WARRANTIES WITH RESPECT TO THE HOST PERSONAL PROPERTY, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**



COMMON AREAS

If available at the Building, you may also have access to and non-exclusive use of any portions of the Building designated for common use of tenants and others (“**Common Areas**”), as, and to the extent, described in the House Rules. The Common Areas may be changed, relocated, altered, eliminated or otherwise modified at any time during the Term without the consent of, or notice to, Guest. Unless otherwise set forth in the House Rules, the right to parking is not provided under this Agreement.



SHARED FACILITIES

If available at the Building, you may also have access to and non-exclusive use of any shared conference rooms, office equipment, and kitchenettes (the “**Shared Facilities**”) located near the Space on a first-come, first-served basis as, and to the extent, described in the House Rules. The Host may make changes to the Shared Facilities from time to time during the Term including, without limitation, removal of all or portions of the Shared Facilities without your consent or notice to you.



KEYS AND SECURITY

Any keys or entry cards for the Space or the Building, which the Host lets you use, remain the Host’s property at all times. You shall not make any copies of them or allow anyone else to use them without the Host’s consent. Any loss of keys or

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

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



NAME AND ADDRESS

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



MAIL AND PACKAGES

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



CONDUCT

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

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



CONFIDENTIALITY

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

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



NON-SOLICITATION

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

Either party may solicit or recruit generally in the media.

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



DAMAGES AND INSURANCE

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

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



PAYMENT

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

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

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

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

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

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



CANCELLATION

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

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

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

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

Flexible Cancellation Terms

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

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

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



DEPOSIT

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

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



RENEWAL

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

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

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

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



DEFAULT

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

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



INDEMNITY

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

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DISCLAIMER

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



LIABILITY

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

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

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



SUSPENSION OF SERVICES

The Host may by notice suspend the provision of services (including access to the Space) for reasons of political unrest, strikes, terrorism, Acts of God or other events beyond the Host's or the Host's landlord's reasonable control. This Agreement shall automatically terminate if the Space is rendered unusable as a result of a fire, other casualty or a condemnation. As between Host

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



SUBLICENSING

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



NO LEASE

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

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



NO BROKER

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



SUBORDINATION

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

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



HOLDING OVER

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



MISCELLANEOUS

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