

DASH License® Monthly Use

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DEFINITIONS

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

2

AGREEMENT

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

3

HOUSE RULES

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

4

LICENSE TERMS

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

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DEFINITIONS

AGREEMENT DATE

GUEST:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

SPACE DETAIL:

NAME

SPACE TYPE:

MAX OCCUPANCY:

SIZE (SQ FT):

TERM:

START DATE:

END DATE:
(Optional)

CANCELLATION TERMS

MINIMUM TERM

HOST & BUILDING:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

FEES, DEPOSIT AND TAXES:

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

MONTHLY CHARGE

SETUP CHARGE

DEPOSIT

TAXES

MARKETPLACE SERVICE:

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

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DEFINITIONS

AGREEMENT DATE

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

CANCELLATION TERMS

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

HOST

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

"GUEST" OR "YOU"

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

SPACE

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

MAXIMUM OCCUPANCY

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

BUILDING

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

TERM

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

FEES

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

DEPOSIT

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

TAXES

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

MARKETPLACE SERVICE

shall mean the LiquidSpace service.

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DIRECT AGREEMENT FOR SPACE HOSTING (DASH) LICENSE

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

The Host and Guest agree as follows:

LICENSE

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

TERM

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

HOUSE RULES

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

PAYMENT

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

DEFINITIONS

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

ENTIRE AGREEMENT

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

House Rules for Suites 204

Suites 204 Terms & Conditions:

Agreement

The executed Member Service Agreement (“MSA”) constitutes a license agreement between the licensee (“Member”) that executed the MSA and the licensor doing business as Suites 204 (the “Business Office Operator”).

Your level of membership is defined per the product presented and purchased on this agreement. As a Suites 204 Member, you are agreeing to subscribe to the membership access level, workspace accommodations and any additional Service Packages listed on the front page of this agreement. This contract is exclusive to private office and dedicated desk rental and non-exclusive to shared workspace desk.

We offer access to our facility (“Suites 204”) pursuant to the following terms:

1. Access to Dedicated Accommodation, Conference Room and Common Areas

We will provide the workspace accommodation identified in this agreement. You will be granted access to the accommodation during normal business hours from 8am-5pm est., as designated on our floor plan. You will be granted access to the common areas; Work Area, Work Desks, conference room upon reservation, private office (if applicable) and kitchen during regular business hours. Your use of Suites 204 and parking area is at all times subject to this agreement and our Etiquette and House Rules (attached).

2. Additional Services

We will provide the services associated with Service Packages you have subscribed to beginning on the Agreement Start Date. You will be responsible for payment for use of any other ala carte services, guest passes, meeting and conference room charges, and other services you consume in Suites 204 at our then current prices.

3. Comply with Suites 204 Rules

You must comply with the Suites 204 Rules and Etiquette for use of the office by members, guests, and invitees. We may set these rules at our sole discretion to promote health and safety, security, wellbeing, hospitality, membership harmony, or to otherwise improve the experience we are delivering. The House Etiquette and Rules, which we set from time to time, are available and will be distributed at execution of this contract or prior upon request.

4. Upon Becoming a Member

Upon becoming a Suites 204 member you must attend a new member orientation and instruction review to receive instruction on use of your Suites 204 accommodations. This will be prior to issue of credentials and entry/access key distribution and entry code. You must sign a form acknowledging an inventory of all furniture and equipment designated for your use, together with a note of its condition, and details of the entry code and keys issued to you.

5. Your Business Activity

You must only use the accommodation for business purposes. Retail, medical or therapeutic uses, involving frequent visits by members of the public, are not permitted. You must not use our name or the name Suites 204 in any way in connection with your business. If choosing the mail service product service, Suites 204 address only, may be permitted to be used on letterhead.

6. Your Name and Address

You must not put up any signs anywhere in the office. You may not use the office address as your business address or mailing address unless you have purchased a Mail Office Package, in which case we will assign a mail box for your use.

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HOUSE RULES

7. Taking Care of Our Property

You must take good care of all parts of the Suites 204 office, its equipment, fittings and furnishings, which you use. You must not alter any part of it. You are liable for any damage caused by you or those in Suites 204 with your permission or at your invitation including attorney fees and any litigation and termination of MSA if repeated damages occur.

8. No Third Party Furniture and Equipment

You must not install any furniture or workspace equipment, signage or logos, refrigerator, space heater, cabling, IT or telecom connections, except a personal computer without our consent, which we may refuse at our absolute discretion for any reason or no reason. There is no storage permitted of any marketing material, boxes, office equipment, electronic equipment or any such items in the general co-working, dedicated desk, conference room, kitchen or common areas.

Telephone Wiring and Internet Services. Suites 204 agrees to supply commercially reasonable business level Internet access (intended for email, web browsing and occasional upload/download of data) and telephone wiring if applicable. If such services are suspended for maintenance or fail for any reason, Member shall not be entitled to any financial damages from Suites 204 in regard to loss of service, including consequential damages, and Suites 204 responsibility shall be to restore the service as soon as commercially reasonable. Suites 204 may allocate available bandwidth and restrict specific uses among the Members so that Members are provided with reasonable levels of service. Internet access may be used only for lawful purposes and any Member violating this policy and etiquette guidelines may be terminated immediately.

You must not change, alter, adjust, remove or damage any fixtures or office equipment including electronics, desks, security system, AV equipment, carpeting, furniture, blinds, walls, doors, kitchen equipment or any other temporary or permanent fixtures in the office without permission or consent from Suites 204. Any violation of such is subject to immediate termination of this agreement and further action may be pursued by Suites 204.

9. Entry Code, Keys and Security

Any entry cards, keys or passwords which we issue to you or let you use, remain our property at all times. You must not make any copies of them or allow anyone else to use them without our consent. Any loss must be reported to us immediately and you must pay the cost of replacement cards or keys. If you are permitted to use Suites 204 outside regular business hours, it is your responsibility to lock the doors to your accommodation and to Suites 204 when you leave. For your personal security, and for quality assurance purposes, we maintain 24 hour video surveillance in common areas of Suites 204 and entryways and maintain a record of all entry and exits.

In the event of a lost or unreturned dedicated space key, mailbox key or security card, Suites 204 must be informed immediately and Member must pay the costs of replacement and rekeying of locks if necessary. All keys and security cards must be returned upon termination of the MSA. Members may be subject to a fee for all key and security card replacements as determined by Suites 204.

10. Comply With the Law

You must comply with all relevant laws and regulations in the conduct of your business. You must not do anything that may interfere with the use of Suites 204 by us or by others, cause any nuisance or annoyance, harass or solicit members or employees, cause an increase in the insurance premiums we have to pay or cause loss or damage to us or to the owner of any interest in the building which contains Suites 204. You acknowledge that (a) the terms of the foregoing sentence are a material inducement to us for the execution of your agreement and (b) any violation by you of the foregoing

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HOUSE RULES

sentence shall constitute a material default by you hereunder, entitling us to terminate your agreement.

11. Insurance

It is your responsibility to arrange insurance for your own property, which you bring into Suites 204, and for your own liability to your employees and to third parties. We are not responsible for loss or damage to any of your personal items or work product.

ALL MEMBERSHIPS SHALL MAINTAIN AT ALL TIMES DURING THE COURSE OF THIS AGREEMENT THE INSURANCE COVERAGE SPECIFIED BELOW.

GENERAL LIABILITY - INCLUDING BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS & COMPLETED OPERATIONS, PERSONAL & ADVERTISING INJURY WITH LIMITS OF NOT LESS THAN \$1,000,000 PER OCCURRENCE, \$2,000,000 AGGREGATE. WE SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL GENERAL LIABILITY POLICIES AND A CERTIFICATE OF INSURANCE EVIDENCING THIS SHALL BE SUBMITTED TO US AT OR BEFORE THIS AGREEMENT IS SIGNED, AND EACH RENEWAL TERM THERE AFTER.

WORKERS COMPENSATION - STATUTORY COVERAGE FOR EVERY STATE IN WHICH WORK WILL BE PERFORMED AND EMPLOYERS LIABILITY COVERAGE WITH LIMITS OF AT LEAST \$500,000.

AUTO LIABILITY - COVERAGE FOR HIRED & NON-OWNED AUTOS, AND ANY OWNED AUTOS, WITH LIMITS OF AT LEAST \$1,000,000 COMBINED SINGLE LIMIT. LIABILITY LIMITS MAY BE SATISFIED WITH A COMBINATION OF PRIMARY AND EXCESS/UMBRELLA POLICIES.

PROPERTY - ADEQUATE PROPERTY INSURANCE TO COVER THE FULL REPLACEMENT VALUE OF ANY PERSONAL PROPERTY WHICH WILL BE BROUGHT ONTO OUR PREMISES INCLUDING BUT NOT LIMITED TO EDP EQUIPMENT, SUPPLIES, MATERIALS, TOOLS AND PERSONAL BELONGINGS. COVERAGE SHALL BE WRITTEN WITH INSURANCE COMPANIES THAT ARE RATED AT LEAST A BY AM BEST AND LICENSED IN THE APPROPRIATE STATES. PROVIDING THE SERVICES

You must not change, alter, adjust, remove or damage any fixtures or office equipment including electronics, desks, security system, AV equipment, carpeting, furniture, blinds, walls, doors, kitchen equipment or any other temporary or permanent fixtures in the office without permission or consent from Suites 204. Any violation of such is subject to immediate termination of this agreement and further action may be pursued by Suites 204.

12. Our Access to Assigned Workspace Accommodation

We can access your workspace accommodation at any time. However, unless there is an emergency we will as a matter of courtesy try to inform you in advance when we need access to carry out testing, repairs other than routine inspection, cleaning and maintenance. We may also access your accommodation, after receiving notice of termination from you, for showings. We will also respect security procedures to protect the confidentiality of your business.

13. Availability at the Start of Your Agreement

If for any reason we cannot provide the workspace accommodations stated on the front page of this Agreement by the Agreement Start Date, we will provide you with the most comparable accommodations available until such time as the accommodation assigned to you is available. If we

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must assign you to a lower priced accommodation, we will credit your account the difference of the price. We have no liability to you for any loss or damages for such a delay, but you may cancel the agreement without penalty if we are unable to offer you the accommodation originally assigned to you within 30 days of the Agreement Start Date.

Suites 204 contains certain workspaces such as the conference room, that may be reserved by members on a first come first served basis. You must make all bookings for reservable workspaces and meeting spaces through our online system or by submitting a reservation request to the Suites 204 staff. If for any reason we cannot provide the accommodations at the time you request, we will have no liability to you for any loss or damages.

14. Suspension of Services We may, by giving you notice, suspend the provision of services (including access to the accommodation) for reasons of political unrest, strikes, or other events beyond our reasonable control, in which event payment of the standard fee will also be suspended for the same period.

15. Our Liability We are not liable for any loss as a result of our failure to provide a service as a result of mechanical breakdown, strike, delay, failure of staff, termination of our interest in the building containing Suites 204 or otherwise unless we do so deliberately or are grossly negligent. We are also not liable for any failure until you have told us about it and given us a reasonable time to put right. You agree that we will not have any liability for any loss, damage or claim which arises as a result of, or in connection with, this agreement and/or your use of the services except to the extent that such loss, damage, expense or claim is directly attributable to our deliberate act or our gross negligence (our liability). IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOSS OF DATA OR INFORMATION OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL Suites 204 LIABILITY TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THAT THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY FIRST ACCRUES. We strongly advise you to insure against all such potential loss, damage expense or liability.

16. The Nature of Agreement This agreement is the commercial equivalent of a club membership. The entire Suites 204 remains our property and in our possession and control. You acknowledge that the Agreement creates no tenancy interest, no leasehold estate nor other real property interest in your favor with respect to the accommodation. We are licensing you only the right to share the use of Suites 204 so that we can provide the services to you. The Agreement is personal to you and cannot be transferred to anyone else. We may transfer the benefit of your agreement and our obligations under it at any time.

17. Duration This Agreement lasts for the period stated in the Membership Information section and will be extended automatically for successive periods equal to the stated Term, until terminated by either of us. The Term and the periods of extension or renewal thereof shall run to the last day of the month in which they would otherwise expire. The fees on any renewal will be at the then prevailing market rate. If for any reason, you are not completely satisfied with your membership or workspace accommodation, you may terminate this Agreement without further obligation, by giving written notice within the first 30 days of the Agreement. Upon receipt of such a notice of termination, we will refund any unused portion of your membership fee and Service Retainer in accordance with this agreement.

18. Bringing this Agreement to an End Either of us may terminate the Agreement at the end of the original Term, or the end of any extension or renewal thereof, by giving 30 days notice to the other. However, if the

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Term, is more than 6 months but less than 12 months the notice period will be at least 2 months. Either of us may terminate the Agreement with 30 days written notice. There is no partial month proration.

19. Ending Your Agreement Immediately We may put an end to the agreement by giving you notice if: You become insolvent, file bankruptcy or are put into involuntary bankruptcy, go into liquidation or become unable to pay your debts as they fall due, You are in breach of one of your obligations which cannot be cured or which we have given you notice to cure and which you have failed to cure within fourteen days of that notice, or Your conduct, or that of your guest or invitee, is determined by us, in our sole and complete discretion, to be unsafe or potentially harmful to you, us, other members or guests, or is damaging to the reputation of Suites 204. If we put an end to the agreement for any of these reasons it does not put an end to any then outstanding obligations you may have and you must: Pay for ANY OUTSTANDING AMOUNTS OWED FOR ADDITIONAL SERVICES YOU HAVE USED UP TO AND INCLUDING THE DATE OF TERMINATION; AND Pay the standard fee FOR THE PERIOD UP TO AND INCLUDING THE DATE OF TERMINATION; AND Indemnify us against all costs and losses we incur as a result of the termination.

20. If Suites 204 Service Is Not Available If we are unable to deliver possession of the office at the commencement of the Agreement for any reason this Agreement and your obligations hereunder will not be affected, except that you shall not be required to pay any sums until we deliver possession of the office space to you.

In the event that we are no longer able to provide the services and workspace accommodation at Suites 204 stated in this agreement, the Agreement will end and you will only have to pay standard fees up to the date it ends and for the additional services you have used.

21. When Your Agreement Ends When your agreement ends, you must vacate the workspace accommodation immediately, leaving it in the same condition as it was when you took it. We reserve the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear. If you leave any of your own property in Suites 204, we may dispose of it in any way we choose without owing you any responsibility for it or any proceeds of sale. You must return all entry cards and keys. If you are using our address for mailing purposes, you must issue a mail forwarding notice to USPS and a copy of that notice provided to Suites 204.

22. If you use the workspace accommodation after your agreement has ended: You are responsible for any loss, claim or liability we incur as a result of your failure to vacate on time. We may, at our discretion, permit you an extension subject to a surcharge of up to 150% on the standard fee. We may charge you for a mail service package, unless and until you issue your new business address. Cleaning and Restoration Fee. A minimum cleaning fee of \$200 may be charged upon move out for any conference room use, private office, dedicated space or general co-working space occupied by a Member. This fee covers cleaning and restoration of the space and will be determined at the sole discretion of Suites 204.

23. Employees While this agreement is in force and for a period of six months after it is terminated, you must not solicit or offer employment to any of our staff. If you or an entity affiliated with you hire our staff while your agreement is in force or within the six months of its termination, we estimate our loss at the equivalent of one year's salary for each of the employees concerned and you must pay us damages equal to that amount.

24. Notices All formal notices must be in writing.

25. Confidentiality The terms of this agreement are confidential. Neither of us may disclose them without the other's consent unless required to do so by law or an official authority.

26. Indemnities You must indemnify, defend and hold Us and our officers, directors, agents and employees harmless from and against any expense or costs of suit (including reasonable attorneys' fees), loss, claim, damage or penalty associated with any third party claim to the extent arising out of or relating to (1) any breach by You of Your obligations under this Agreement or (2) any negligence or misconduct by You in performance of this Agreement.

27. Data Protection You agree

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HOUSE RULES

that we may process, disclose or transfer any personal data, which we hold on or in relation to you provided that in doing so we take such steps as we consider reasonable to ensure that it is used in accordance with local laws governing personally identifiable data, but only to fulfil our obligations under your agreement; For work assessment and fraud prevention and background verification checks. 28. Applicable Law: This agreement is interpreted and enforced in accordance with the state of New Jersey in which Suites 204 identified in this Agreement is located. We both accept the exclusive jurisdiction of the courts of such jurisdiction where Suites 204 is located. Price Changes and Terms and Conditions. All month-to-month MSA pricing, additional services, and meeting space pricing is subject to change with 30-day notice from Suites 204 via email. The Terms and Conditions are subject to change at any time and are available upon request. If changes are made to the Terms and Conditions, Members will be notified via email. FEES 29. Payment of Membership and Additional Service Fees The standard membership access fee and service packages are payable in advance, in full on the 1st day (or such other day as we designate) of each month. You agree to pay promptly (i) all sales, use, excise and any other taxes we are required to collect from you to pay to any governmental authority and (ii) any local taxes we are required to collect that are attributable to the accommodation, including, without limitation.

Fees for additional, ala carte services are invoiced in arrears in accordance with our rates published from time to time and payable on the 1st day (or such other day as we designate) of the month following the calendar month in which the additional services were provided. The standard fee is payable for every day that your agreement is in existence, including Saturdays, Sundays and public holidays.

For monthly recurring or one-off charges, you must authorize us to take payment via checking account ACH, Electronic Funds Transfer (EFT), Credit or Debit Card on the 1st day of each month.

Recurring invoices will be distributed via email and will include any: 1) recurring monthly fees as described in the MSA, which are billed in advance, and 2) usage charges for the previous month. Any one-time expenses such as set up fees, service retainers, late fees or prorated monthly fees may be invoiced at any time.

30. Security Retainer

We will hold the security retainer you paid on entering into your agreement as a security for performance of all your obligations under your agreement. The security retainer, or any balance after deducting outstanding fees, and other costs due to us, will be returned to you within 30 days of you settling your account with us. We may require you to pay an increased deposit if any outstanding fees exceed the security retainer held or you frequently fail to pay us when due

31. Late Payment

If we are unable to collect fees when within 5 days of the due date, we may charge a late fee equal to 10% of the outstanding balance and interest at 18% per annum on uncollected balances thereafter. We may deny you access to Suites 204 if payment is not received within 5 days after its due date. If you dispute any part of an invoice you must do so in writing no later than 10 days from the due date. You must pay any amount not in dispute by the due date. You will pay a fee of \$45.00 for the return of any payment for insufficient funds. After receiving two returned payments in any 6 month period, we may terminate your agreement or may require future payment be made by certified funds.

32. Screening Report

In order to promote a secure and safe working environment, this Agreement is subject to our approval of an independent screening process, including a public records check and credit score summary. After executing this agreement, you may receive an email requesting that you initiate a

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HOUSE RULES

confidential online screening report and “soft” public records inquiry through a third-party service.

Suites 204 has initiated numerous precautionary safety measures at our office. We have implemented enhanced cleaning procedures in all common areas of our building, office space, conference room and kitchen area to help prevent exposure and spread of the Coronavirus. Daily cleaning continues in accordance with updated CDC guidelines, including in individual offices, conference area and shared spaces.

We have taken the principles of physical distancing and adapted them for the workplace. Suites 204 will take proper measures to (1) ensure that you are notified if a tenant or staff member is diagnosed with COVID-19 (2) provide appropriate notice to others affiliated with the office space (3) regularly wiping down “high-touch” areas such as door handles, copier machine, common areas, conference room phones and kitchen area with disinfectant wipes.

We are asking for everyone to answer the following questions prior to entering Suites 204: If they or any of their colleagues, associates or clients answer YES to any of the following questions, we ask that they please host their meetings or work virtually and not enter Suites 204:

- Have you been asked to self-quarantine or been diagnosed with COVID-19?

- Have you experienced the recent onset of any illness-related symptoms, such as fever, cough, or shortness of breath?

- Have you traveled to, from, or through any country on the CDC watchlist in the past 14 days?

- Have you been in contact with any of the following:

Any person(s) who have traveled to, from, or through any country on the CDC watchlist in the last 14 days?

Any person(s) who has been asked to self-quarantine?

Any person(s) who has been diagnosed with COVID-19?

We are following all of the recommendations by the CDC to provide a safe environment for our members, and we ask those that are experiencing symptoms to follow the advice of their physician.

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License Terms



COMPLIANCE

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



POSSESSION AND DELIVERY

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



WORKSPACE USE AND ACCESS

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

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

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

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

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

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

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

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License Terms

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



GOOD CARE

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



COMMON AREAS

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



SHARED FACILITIES

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



KEYS AND SECURITY

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

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License Terms

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

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



NAME AND ADDRESS

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



MAIL AND PACKAGES

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



CONDUCT

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

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



CONFIDENTIALITY

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

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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.