

# DASH License<sup>®</sup> Monthly Use

1

## DEFINITIONS

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

2

## AGREEMENT

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

3

## HOUSE RULES

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

4

## LICENSE TERMS

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

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# 1

## DEFINITIONS

AGREEMENT DATE

### GUEST:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

### SPACE DETAIL:

NAME

SPACE TYPE:

MAX OCCUPANCY:

SIZE (SQ FT):

### TERM:

START DATE:

END DATE:  
(Optional)

CANCELLATION TERMS

MINIMUM TERM

### HOST & BUILDING:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

### FEES, DEPOSIT AND TAXES:

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

MONTHLY CHARGE

SETUP CHARGE

DEPOSIT

TAXES

### MARKETPLACE SERVICE:

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

# 1

## DEFINITIONS

### AGREEMENT DATE

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

### CANCELLATION TERMS

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

### HOST

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

### "GUEST" OR "YOU"

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

### SPACE

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

### MAXIMUM OCCUPANCY

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

### BUILDING

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

### TERM

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

### FEES

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

### DEPOSIT

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

### TAXES

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

### MARKETPLACE SERVICE

shall mean the LiquidSpace service.

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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 Apt CoWork at Savoye

### Overview

These APT Cowork Terms & Conditions (“**Terms & Conditions**”) apply to your access to, and use of: (a) coworking facilities (“**Coworking Facilities**”) made available to you from time to time by APT Cowork, LLC (“**APT Cowork**”) in designated apartment communities (the applicable apartment community being referred to herein as the “**Community**”); (b) technology applications and web-based services made available to you from time to time by APT Cowork in connection with your use of the Coworking Facilities (collectively the “**Coworking App**”); and (c) any other services provided as part of, or that are incidental or related to, your APT Cowork Membership (“**Services**”).

Except to the extent prohibited by applicable law, you agree that you, and any individuals you invite, authorize, or allow (“**Coworking Guests**”) to use the Coworking Facilities, the Coworking App, or the Services, shall abide and be bound by: (i) the terms of your APT Cowork Online Membership Form; (ii) these Terms & Conditions; (iii) Apt Cowork’s Privacy Policy (available at [www.aptcowork.com](http://www.aptcowork.com)); (iv) the rules and regulations of the Community (“**Community Rules**”); and (v) any other applicable policies and procedures as provided or made available to you from time to time by APT Cowork or third party service providers in connection with the Coworking Facilities, the Coworking App, or the Services. The foregoing items (i) – (v) are collectively referred to hereinafter as the “**Agreement**.” You are responsible for the compliance of your Coworking Guests with the Agreement.

We may from time-to-time update, amend, or supplement these Terms & Conditions, or other parts of the Agreement. You shall be deemed to have accepted such updates, amendments, or supplements by continued use of the Coworking Facilities, Coworking App, or Services.

### Access to and Use of Coworking Facilities

#### Eligibility

Unless otherwise specified by us in writing, the Coworking Facilities, Coworking App, and Services are only available to individuals who are at least 18 years old. You will be responsible for ensuring that you and your Coworking Guests (to the extent permitted below) qualify before accessing Coworking Facilities in any way. In submitting your APT Cowork Online Membership Form, you authorize APT Cowork to conduct criminal background searches, and we reserve the right to refuse membership or access to Coworking Facilities in the event that we or our screening vendors identify any reasonable risk of danger to persons or property within the Coworking Facilities or Complex. We (or our screening vendors) will consider the nature, severity, and recency of any criminal convictions in making such determinations. The fact that we perform criminal background checks does not mean that other members or Coworking Guests have no prior criminal histories, and we cannot guaranty that the Coworking Facilities will be free from crime.

#### Coworking Guests

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## HOUSE RULES

Your APT Coworking license is intended for your use and is not intended to provide access and use to other parties. Use by Coworking Guests is limited to incidental interactions and conference room or other special event bookings, and the number of Coworking Guests is limited to the number of people permitted in the booked conference room, or approved for the special event, as applicable. Coworking Guests will be permitted to access the Coworking Facilities only during such periods. APT Cowork reserves the right, in its sole discretion, to restrict the access of any Coworking Guests in the event that such use violates the purpose or intent of the Agreement.

### **Availability of Coworking Facilities**

Coworking Facilities are available on a first-come, first-served basis, subject to any advance reservations of particular facilities which are appropriately made through the Coworking App. If you wish to reserve any portion of the Coworking Facilities for uses or in a manner that are not designated in the Coworking App (such as for training seminars), please submit a description of your proposed use and requested area to [info@atpcowork.com](mailto:info@atpcowork.com), we will consider the request, and if deemed acceptable, we will propose pricing and terms for such use. Your right to use the Coworking Facilities in accordance with the terms of the Agreement is a revocable, non-exclusive license only, and is not intended to create a lease or other interest in real property. You agree that the Coworking Facilities are accepted in their “as-is” “where-is” condition and configuration. The Coworking Facilities may be changed, relocated, altered, eliminated or otherwise modified at any time during the Term by either APT Cowork or the Community without the consent of, or notice to, you. Coworking Facilities will generally be available from 9:00 a.m. to 6:00 pm, Monday through Friday, and from 11:00 a.m. to 5:00 p.m. Saturdays and Sunday, subject to any limitations adopted from time to time by the applicable Community. If, for any reason, the Coworking Facilities are unavailable on a particular day or time, you agree that such unavailability shall not subject APT Cowork or the Community to any liability for loss or damage, nor shall it affect the validity of the Agreement.

### **Use of Coworking Facilities**

The Coworking Facilities are to be used for normal and reasonable office purposes only; you may not use the Coworking Facilities: (a) to carry out any illegal activities; (b) in violation of law, the Agreement (specifically including but not limited to Community Rules); (c) for any immoral, unlawful, or objectionable purposes; or (d) in any other manner that unreasonably disturbs or annoys other persons using the Coworking Facilities or Community.

No smoking, vaping, alcoholic beverages, or illegal drugs and substances are permitted within the Coworking Facilities. Food and beverages are only permitted in designated areas.

You agree not to exceed the maximum occupancy of the Coworking Facilities.

You shall not make alterations, additions, or improvements to the Coworking Facilities, including the installation of lighting or any phone or data lines, and shall not leave behind any personal property in the Coworking Facilities.

You shall not generate, store, install, dispose of, or otherwise handle any hazardous materials in the Coworking Facilities, or in or around the Community, 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

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materials released by you or your Coworking Guests.

Authorized representatives of APT Cowork or the Community may enter the Coworking Facilities at any time to perform maintenance, repairs, inspections, or for any other purpose, and such access rights shall not give rise to any decrease or abatement of any fees due under the Agreement. Repair work shall be done solely at the discretion of APT Cowork or the Community, and the failure to furnish any maintenance or repairs shall not render APT Cowork or the Community liable to you, constitute a constructive eviction, or give rise to a refund or abatement of Fees.

You shall not cause or permit any lien to be placed on the Coworking Facilities, the Community, or on any personal property located in the Coworking Facilities or Community which is not owned by you or your Coworking Guests ("**Community Personal Property**"). Any such lien shall be discharged by you within 10 days of you becoming aware of such lien.

### **Other Members**

We do not control and are not responsible for the actions of other individuals you or your Coworking Guests encounter through the use of the Coworking Facilities. If a dispute arises between users, we have no responsibility or obligation to participate, mediate or indemnify any party.

### **Good Care**

You must take good care of and not damage, waste, or make any changes to the Coworking Facilities, the Community, or Community Property. You shall not alter, add, replace, remove or damage any Community Personal Property. At the expiration or earlier termination of this Agreement, you must deliver the Coworking Facilities and all Community Personal Property used by you and your Coworking Guests in at least as good a condition as existed prior to such use, normal wear and tear excepted. If any damage (beyond normal wear and tear) to the Coworking Facilities or the Community Personal Property should occur while in the care, custody or control, of you or your Coworking Guests, you agree to pay reasonable repair/replacement costs and to notify APT Cowork and the Community immediately upon discovery of such damage occurring, but no later than 24 hours after. YOU DISCLAIM AND WAIVE ALL WARRANTIES WITH RESPECT TO THE COWORKING FACILITIES AND COMMUNITY 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 Community, you may also be granted limited access to, and non-exclusive use of, certain common areas within the Community ("**Common Areas**"), provided that such access and use shall in all events be subject to the applicable Community Rules. The Common Areas may be changed, relocated, altered, eliminated, or otherwise modified at any time without the consent of, or notice to, you. If parking is made available by the Community, use of the same by you and your Coworking Guests shall be subject to the Community Rules, and you agree to abide by, and to cause your Coworking Guests to abide by, all such Community Rules.

### **Shared Facilities**

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To the extent provided at particular Coworking Facilities, you may also have access to, and non-exclusive use of, any shared conference rooms, office equipment, and kitchenettes on a first-come, first-served basis. APT Cowork or the Community may make changes to such facilities from time to time during the Term including, without limitation, removal of all or portions of such facilities without your consent or notice to you.

### **Passwords & Keycards**

Your APT Cowork account (“**Account**”) is specific to you. You shall not reveal your Account password or transfer your keycard or other access device (if applicable) or credentials to anyone else or let anyone use your Account. Neither you, your Coworking Guests, nor any third party on your behalf, shall make any copies of any keys, keycards, or other means of entry to the Community or Coworking Facilities. If you believe someone may have used passwords or obtained access associated with your Account without your authorization, please immediately change your passwords and contact APT Cowork. You are responsible for all actions in connection with your Account, regardless of whether you authorized such actions. Access keys and credentials remain our property and must be returned immediately by you upon termination or expiration of your license. Any loss of keys or access credentials must be reported to APT Cowork and the Community immediately, and you must pay the cost of replacement keys, cards, and/or changing locks, if required.

You shall not place any additional locks or bolts of any kind upon any of the doors or windows of the Coworking Facilities or Community, nor make any changes to existing locks or the mechanisms thereof.

### **Signs, Mail, & Packages**

You shall not put up any signs on the doors to the Coworking Facilities, or anywhere else in the Community. Mail and packages may not be delivered to you at the Coworking Facilities.

### **Conduct**

You acknowledge that APT Cowork prohibits any form of discrimination (whether by its employees, its clients, or others), including, on the basis of race, color, creed, religion, age, gender, marital status, sexual orientation, national origin, disability, or other characteristics protected by law. You and your Coworking Guests are prohibited from participating in any type of discriminatory, harassing, or abusive behavior to employees of Apt Cowork or the Community, or to other users of the Coworking Facilities or Community. APT Cowork may immediately terminate your Agreement without cost or penalty if you or any of your Coworking Guests engage in any behavior that the Community deems is contrary to such policies.

### **Damages and Liability**

You are responsible for any damage to the Coworking Facilities, Community, or Community Personal Property beyond normal wear and tear that is caused by you or your Coworking Guests. You have the risk of damage, loss, theft, or misappropriation with respect to any of your personal property, and for liability to and for third parties. You agree, as a material part of the consideration to APT Cowork under this Agreement, to waive any right of recovery against APT Cowork or the Community, and their respective directors, officers, employees, and agents, for any damage, loss,



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theft or misappropriation of your property under your control, and any liability to and for third parties, including for injuries to you or your Coworking Guests on or about the Coworking Facilities or Community, and you agree to hold APT Cowork and the Community harmless and to defend and indemnify APT Cowork and the Community from and against any damage and injury to any such person or to such property, arising from your use of the Coworking Facilities.

### Payments

The payment method provided in connection with your APT Cowork Online Membership Form will automatically be charged the fees and any other amounts you may incur or be liable for in connection with the Agreement. Recurring fees, which may include recurring membership fees (“**Membership Fees**”), begin accruing on the Start Date designated on your APT Cowork Online Membership Form, and will be charged on or around the first (1st) of each month unless we notify you otherwise. Additional “pay-per-use” fees for items such as conference room bookings will be charged at the time such items are either reserved or used, at the discretion of APT Cowork. You are responsible for paying all Membership Fees until your license is terminated in accordance with the terms of the Agreement. Overage fees and other non-recurring fees (including for damages to the Coworking Facilities, Community, or Community Personal Property) will be charged within thirty (30) days of you accruing such fees. If payment of any accrued and outstanding fee is not made by the fifth (5th) day after such payment is due, you will be responsible for paying a late charge equal to 10% of the overdue amount. Your use of the Coworking Facilities, Coworking App, and/or Services may be immediately suspended or terminated if we are unable to charge your payment instrument for any reason. In addition, you will be responsible for paying any insufficient funds fee or chargeback fees assessed by your credit provider in connection with your selected payment method. When we receive funds from you, we will first apply the funds to any balances which are in arrears and to the earliest month due first. All fees are non-refundable. Following any term stated in your Membership Form, we reserve the right to further increase or decrease the Membership Fee at our sole discretion upon thirty (30) days’ prior notice to you. In addition to your Membership Fee, you will be charged for (and you agree to pay) any sales or other taxes imposed by any governmental authority in connection with your Membership Fee, use of the Coworking Facilities, or use of any other Services.

### Cancellation & Renewals

We do not provide refunds for prepaid or partial months of membership. If you choose to cancel your APT Cowork membership, your membership and access to the Coworking Facilities will terminate at the end of the month following your cancellation, provided that you provide us with at least five (5) days’ written notice of such cancellation prior to the end of such month. Otherwise, your membership shall renew on a month-to-month basis until terminated in accordance with this Agreement.

### Deposit

Your APT Cowork Membership Form or reservations for approved special events may require payment of a deposit (the “**Deposit**”). If so, the Deposit will be held by APT Cowork during the Term as security for the performance by you of all of your obligations under this Agreement. APT Cowork may apply any portion of the Deposit to amounts owed for: (a) any damage to the Community, Community Personal Property, Coworking Facilities, or to the Common Areas; (b) any overdue Fees or Taxes and/or; (c) amounts Community may incur for any losses or costs

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arising out of your default under this Agreement or the Community Rules, in each case solely at the discretion of APT Cowork. If, upon the expiration or earlier termination of this Agreement, you have fully complied with all terms of this Agreement and the Community Rules, remitted all amounts due and payable, and surrendered all keys, access cards, building passes and all other property provided to you by APT Cowork or the Community, then the Deposit shall be returned to you within 60 days after the expiration or earlier termination of the Term, less any amounts applied as described above. APT Cowork shall not be required to maintain the Deposit in a separate account. No interest will be paid on the Deposit. If any portion of the Deposit is so used or applied by APT Cowork during the Term, then within 5 days after APT Cowork gives written notice to you, you shall deposit with APT Cowork an amount sufficient to restore the Deposit to the original amount. Failure to do so will constitute a default under this Agreement. **Default**

You shall be considered in default of the Agreement if you: (a) fail to pay when due all or any portion of fees and charges under the Agreement as and when due; (b) fail to comply with any term of this Agreement, if the failure is not cured within 5 days after notice to you; or (c) attempt to sublicense, assign or otherwise transfer any interest in this Agreement without APT Cowork's prior written consent. Upon any default, APT Cowork shall have the right without notice to terminate this Agreement, and you shall be liable for all past due Fees and Taxes, and all other losses and damages which APT Cowork may suffer as a result of your default. In addition to the right to terminate this Agreement and collect damages, APT Cowork shall have the right to pursue any other remedy now or hereafter available at law or in equity.

### **Sublicensing**

You may not sublicense, assign, transfer any interest in your license or this Agreement, or allow any third party to use any portion of the Coworking Facilities, except in accordance with the terms of this Agreement.

### **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 through this Agreement. APT Cowork retains legal possession and control of the Coworking Facilities. APT Cowork's obligation to provide Coworking Facilities and services is subject, in all respects, to the terms of APT Cowork's lease with the Community, if applicable. This Agreement and the license granted hereunder shall terminate simultaneously with the termination of APT Cowork's lease or the termination of the operation of the Coworking Facilities for any reason at no cost or penalty to APT Cowork. You do not have any rights under APT Cowork's lease with the Community, if applicable. When this Agreement expires or is earlier terminated, your license to occupy the Coworking Facilities shall automatically be revoked. You agree to remove your personal property and leave the Coworking Facilities as of the date of such expiration or termination. APT Cowork is not responsible for your personal property left in the Coworking Facilities after expiration or termination. If you fail to remove your personal property, at APT Cowork's option, such personal property shall (a) be deemed conveyed to APT Cowork and shall become the property of APT Cowork, or (b) be removed from the Coworking Facilities by APT Cowork at your expense.

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### **No Broker**

You represent that you have dealt with no broker in connection with this Agreement. You agree to indemnify, defend and hold APT Cowork harmless from any claims of any brokers claiming to have represented you in connection with this Agreement.

### **Subordination**

This Agreement and any applicable Community Rules are subordinate to any underlying lease, mortgage, deed of trust, ground lease, or other lien now or subsequently encumbering the Coworking Facilities or Community, and to renewals, modifications, refinancings, and extensions thereof including APT Cowork's lease with the Community and to any other agreements to which APT Cowork's lease is subordinate.

### **Access to and Use of Coworking App**

#### **Use**

In order to use the Coworking App, you must have a compatible mobile device; APT Cowork does not warrant that the Coworking App will be compatible with your mobile device.

If you access the Coworking App using an Apple iOS or Android powered device, Apple Inc. or Google, Inc., and each of their subsidiaries shall be a third-party beneficiary to this contract, and you agree that these third-party beneficiaries have the right to enforce these Terms & Conditions against you. However, these third-party beneficiaries are not a party to these Terms & Conditions and are not responsible for the provision or support of the Coworking App. You agree that your access to the Coworking App also shall be subject to the usage terms set forth in the applicable third-party beneficiary's terms of service.

The Coworking App may automatically download and install updates from time to time or require the downloading and installation of updates or new versions for continued use. You acknowledge that in some instances updates and/or new versions may reduce or remove features and functionality in prior versions of the Coworking App.

#### **Modifications**

APT Cowork may at any time, for any reason, modify, suspend, limit, or terminate operation of or access to the Coworking App, whether on a general or specific user level, and without notice or liability.

#### **Privacy of Users**

APT Cowork has a separate privacy policy (the "**Privacy Policy**") relating to how Customer Data is collected and used via the Coworking App. The Privacy Policy is available for review by selecting the "Privacy Policy" links here or at the bottom of our website. By accessing or using the Coworking App, you are also agreeing to the terms of the Privacy Policy which are incorporated

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into these Terms & Conditions by this reference.

### **Ownership & Licensing of the Coworking App and Intellectual Property**

The Coworking App and all content, information, and other materials featured, displayed, contained, and available on the Coworking App (including, but not limited to, all text, images, graphics, designs, illustrations, photographs, pictures, audio, software, and video clips, the “look and feel”, pages, screens, content arrangement, and computer programs) (collectively, “**Materials**”) are owned by or licensed to APT Cowork and are protected by copyright, trademark, trade dress, patent, and/or other intellectual property rights and unfair competition laws under the United States and foreign laws. Subject to your compliance with these Terms & Conditions, APT Cowork grants you a personal, non-exclusive, non-transferable, limited right to access, use, display, and download the Coworking App for noncommercial purposes only. You may view, display, copy, download, and print Materials solely for your own personal, noncommercial use. All copyright, trademark, and other proprietary notices contained on the Materials must be retained on all copies thereof. You may not, in any way, otherwise copy, reproduce, distribute, transmit, display, perform, reproduce, publish, license, modify, create derivative works from, sell, or exploit, in whole or in part, the Coworking App or its Materials. Except as expressly provided herein, APT Cowork does not grant any express or implied right to you under any patents, trademarks, copyrights, or trade secret information.

The tradename APT Cowork, the Coworking App, Materials, and the trademarks, logos, service marks, and all other source identifying indicia displayed on the Coworking App (collectively, the “**Intellectual Property**”) are owned by or licensed to APT Cowork with all rights reserved unless otherwise noted. APT Cowork does not permit third-parties to use the Intellectual Property in any manner, including advertising, as an endorsement for any product or service, in association with contests or promotions, or for any other purpose, commercial or otherwise, without our prior express written permission. Nothing contained in the Coworking App should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Intellectual Property without our prior express written permission. You are strictly prohibited from using any of the Intellectual Property except as expressly provided in these Terms & Conditions.

### **Standards of Conduct for Users of the Coworking App**

You agree to use the Coworking App, Materials, and all related programs, features and services in accordance with these Terms & Conditions and all applicable laws and regulations. Specifically (and without limitation), you agree not to:

- modify, adapt, translate, or reverse engineer any portion of the Coworking App or Materials;
- use the Coworking App or any Materials, features, or services for any unlawful, fraudulent, or malicious purposes, or to solicit any such activity;
- attempt to gain unauthorized access to any accounts, features, systems, or networks through hacking, password mining, or any other means;
- use the Coworking App or any feature in any way that could disrupt, damage, disable, overburden, or impair it or its systems, servers, or networks;
- use the Coworking App or any feature for advertisements, spamming, junk mail, solicitations, or any other commercial purposes;
- use any automatic device, program, algorithm, or methodology, or any similar or equivalent

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manual process, to: (1) access, acquire, copy, or monitor any portion of the Coworking App or Materials; (2) reproduce or circumvent the navigational structure or presentation of the Coworking App or Materials; or (3) obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Coworking App;

- transmit any viruses, worms, defects, corrupted files, or other items of a destructive nature;
- circumvent or attempt to circumvent any security or authentication measures implemented by or on behalf of APT Cowork;
- forge headers or otherwise manipulate identifiers;
- post, transmit, submit, or include any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, or otherwise objectionable content, material, or information of any kind, or any content, material, or information that may give rise to criminal or civil liability;
- submit or post any false or misleading information; and/or
- violate, infringe, or misappropriate the intellectual property, publicity, privacy, or other proprietary rights of APT Cowork or any other person or entity.

APT Cowork reserves the right to prohibit access, use, conduct, communications, or content that we, in our sole discretion, deem to be harmful to the Coworking App, Materials, users, us, our brand, or any other person or entity, or that violates these Terms & Conditions and/or applicable law.

### **Submissions by Users of the Coworking App**

Except as otherwise stated in our Privacy Policy with respect to your personal information, any materials, remarks, suggestions, ideas, photos, stories and/or other information you communicate or submit to us through the Coworking App (collectively, “**Submissions**”) will be considered non-confidential and non-proprietary. By providing a Submission to us, you expressly grant us an unrestricted, irrevocable, perpetual, transferable (*i.e.*, fully assignable and sub-licensable), worldwide, royalty-free license to disclose, copy, reproduce, display, publicly perform, transmit, distribute, translate, reformat, incorporate, and otherwise use your Submission along with your name, photograph, voice, likeness and other information, content, or materials embodied therein, in whole or in part, and create derivative works therefrom, in any media now known or hereafter developed, and for any and all commercial or non-commercial purposes without compensation to you or anyone else. You also permit any user to access, display, view, store, and reproduce, for personal use only, your Submission as posted by us.

You are fully responsible for your Submissions. You agree that your Submissions comply in all respects with these Terms & Conditions, are to the best of your knowledge true and accurate, and shall not be made on behalf of any person or entity without their prior written consent. You may not include any content (*e.g.*, text, photos, images, quotes, logos, etc.) that is the property of another (*e.g.*, protected by copyright, trademark, or other intellectual property rights), unless you have express, written permission to do so.

We may, without notice to you, refuse or edit Submissions for any reason or no reason.

### **User Logins and Registration**

Certain programs, features, or services offered on or through the Coworking App may require you to complete a registration process and/or setup an account or login. In connection therewith, you

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agree to (1) provide true, accurate, current, and complete information about yourself, and (2) maintain and promptly update your information to keep it true, accurate, current, and complete. You are entirely responsible for maintaining the confidentiality of the information you hold for your login, including your password. You agree to notify APT Cowork immediately of any unauthorized use of your login, or any other breach of security. You may be held liable for losses incurred by APT Cowork or any other APT Cowork user or visitor due to someone else using your login as a result of your failing to keep your login information secure and confidential.

You may not use anyone else's login at any time without their express written permission. APT Cowork shall not be liable for any loss or damage arising from your failure to comply with these obligations.

### **Links to Third-Party Sites and Social Media Pages**

The Coworking App may contain links to other third-party websites, including social media platforms, such as Facebook, Pinterest, LinkedIn, Twitter, Snap Chat or Instagram (all links to third-party websites and social media platforms are collectively referred to herein as “**Linked Sites**”). Linked Sites are provided only for your convenience. If you decide to visit any Linked Site, you do so at your own risk. APT Cowork shall have no responsibility or liability related to your use of any Linked Site, or the content, policies, or actions thereof. If you choose to use any product or service from a Linked Site, your relationship is with that third party. Links do not imply that we sponsor, endorse, are affiliated with or associated with, or are legally authorized to use any trademark, trade name, service mark, design, logo, symbol, or other copyrighted materials displayed on or accessible through such Linked Site.

### **Electronic Communications**

When you use the Coworking App or send e-mails to us, you are communicating with us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically (whether by email or by posting the same in our Coworking App) satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms & Conditions.

### **Violation of these Terms & Conditions**

You agree that APT Cowork may, in its sole discretion and without prior notice, block and/or terminate your access to any or all of the Coworking App if we determine that you have violated these Terms & Conditions or other parts of the Agreement. You also agree that any violation, or threatened violation, by you of these Terms & Conditions constitutes an unlawful and unfair business practice and will cause irreparable and unquantifiable harm to APT Cowork. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

### **ADDITIONAL GENERAL TERMS & CONDITIONS**

#### **Force Majeure**



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## HOUSE RULES

APT Cowork will not be liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform arising out of or caused by, directly or indirectly, forces that are beyond APT Cowork's reasonable control, including, without limitation, any delays or changes in construction of, or APT Cowork's ability to procure any space in, any Community; any conditions under the control of the owner or manager of the Community; acts or orders of Government; acts of God; epidemics or pandemics; or public health emergencies.

### **Indemnity**

You agree to indemnify, defend, and hold APT Cowork, the Community, 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 or your Coworking Guests' (a) breach of the Agreement, (b) use of the Coworking Facilities, the Community, Common Areas, the Coworking App, the Services, or (c) any violation of applicable law, except only to the extent that any such liabilities are proximately caused by the gross negligence or willful misconduct of APT Cowork or the Community, respectively.

### **Disclaimer**

EXCEPT AS PROVIDED HEREIN AND IN ANY COMMUNITY RULES, THE APT COWORK IS PROVIDING ITS COWORKING FACILITIES, THE COWORKING APP, AND THE SERVICES "AS IS," AND DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SAME, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. APT COWORK CANNOT AND DOES NOT GUARANTEE AND DOES NOT PROMISE TO YOU, ANY SPECIFIC RESULTS FROM USE OF THE COWORKING FACILITIES, COWORKING APP, OR SERVICES. APT COWORK DOES NOT REPRESENT OR WARRANT THAT THE COWORKING FACILITIES, COWORKING APP, OR SERVICES WILL MEET YOUR REQUIREMENTS, APPLICABLE LEGAL STANDARDS, ARE SAFE AND SUITABLE FOR YOUR INTENDED USE, OR WILL OTHERWISE BE FREE OF DEFECTS OR ERRORS. WE DISCLAIM ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF ANY THIRD-PARTY SERVICE PROVIDERS, PARTNERS, SPONSORS, LICENSORS, LICENSEES, OR THE LIKE IN CONNECTION WITH OR RELATED TO YOUR USE OF THE COWORKING FACILITIES, COWORKING APP, OR SERVICES, AND ALL MATERIALS, PROGRAMS, AND FEATURES RELATED THERETO.

### **Limitation on Liability**

IN NO EVENT WILL APT COWORK OR ITS DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, OR SUPPLIERS BE LIABLE TO YOU OR ANY COWORKING 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 USE OF THE COWORKING FACILITIES, COWORKING APP, OR SERVICES BY YOU OR COWORKING GUESTS, EVEN IF APT COWORK IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AND

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## HOUSE RULES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APT COWORK'S LIABILITY TO YOU, COWORKING GUESTS, OR ANY PARTY CLAIMING THROUGH YOU OR COWORKING GUESTS, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID BY YOU FOR USE OF THE COWORKING FACILITIES 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. THE PARTIES ACKNOWLEDGE THAT THE TERMS OF THIS PARAGRAPH REFLECT THE ALLOCATION OF RISK SET FORTH IN THESE TERMS & CONDITIONS AND THAT APT COWORK WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY. BECAUSE SOME STATES DO NOT PERMIT THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, IN SUCH JURISDICTIONS, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

### **Miscellaneous**

These Terms & Conditions, together with the Agreement, constitute the entire agreement between us and you with respect to your use of the Coworking Facilities, Coworking App, and Services, and supersede all previous written or oral agreements between us and you with respect to such subject matter. All demands, approvals, consents and notices shall be sent by certified mail or electronic mail at the address specified for each party under the APT Cowork Online Membership Form. These Terms & Conditions and other APT Cowork documents included in the Agreement shall be interpreted and enforced in accordance with the laws of the state of Delaware. You and your Coworking Guests 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 your 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.

### **Counterparts and Electronic Signature**

These Terms & Conditions, and other parts of the Agreement may be executed in any number of counterparts by either handwritten or electronic signature, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement in accordance with applicable law. The use of electronic signatures by the parties will have the same full force and legal effect as if the electronic signatures were traditional hand-written signatures in accordance with applicable law. You acknowledge that you have the ability to retain the Agreement either by printing or saving it.

### **Survival & Attorney Fees**

Even after your Agreement is terminated, all terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination, specifically including but not limited to



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## HOUSE RULES

terms relating to payment obligations, enforcement, and indemnity. In the event it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the violation of any provision hereof, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses associated with such action, including reasonable attorney fees.

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## License Terms



### COMPLIANCE

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



### POSSESSION AND DELIVERY

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



### WORKSPACE USE AND ACCESS

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

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

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

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

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

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

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

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## License Terms

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



### GOOD CARE

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



### COMMON AREAS

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



### SHARED FACILITIES

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



### KEYS AND SECURITY

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

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## License Terms

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

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



### NAME AND ADDRESS

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



### MAIL AND PACKAGES

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



### CONDUCT

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

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



### CONFIDENTIALITY

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

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## License Terms

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



### NON-SOLICITATION

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

Either party may solicit or recruit generally in the media.

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



### DAMAGES AND INSURANCE

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

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



### PAYMENT

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

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

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

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

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## License Terms

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

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



### CANCELLATION

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

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

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

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

#### Flexible Cancellation Terms

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

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

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



### DEPOSIT

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

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## License Terms

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



### RENEWAL

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

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

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

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



### DEFAULT

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

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



### INDEMNITY

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

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## License Terms



### DISCLAIMER

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



### LIABILITY

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

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

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



### SUSPENSION OF SERVICES

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

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



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## License Terms

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



### SUBLICENSING

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



### NO LEASE

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

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



### NO BROKER

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



### SUBORDINATION

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

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## License Terms

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



### HOLDING OVER

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



### MISCELLANEOUS

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