

DASH License[®] Monthly Use

1

DEFINITIONS

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

2

AGREEMENT

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

3

HOUSE RULES

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

4

LICENSE TERMS

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

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DEFINITIONS

AGREEMENT DATE

GUEST:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

SPACE DETAIL:

NAME

SPACE TYPE:

MAX OCCUPANCY:

SIZE (SQ FT):

TERM:

START DATE:

END DATE:
(Optional)

CANCELLATION TERMS

MINIMUM TERM

HOST & BUILDING:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

FEES, DEPOSIT AND TAXES:

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

MONTHLY CHARGE

SETUP CHARGE

DEPOSIT

TAXES

MARKETPLACE SERVICE:

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

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DEFINITIONS

AGREEMENT DATE

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

CANCELLATION TERMS

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

HOST

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

"GUEST" OR "YOU"

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

SPACE

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

MAXIMUM OCCUPANCY

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

BUILDING

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

TERM

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

FEES

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

DEPOSIT

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

TAXES

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

MARKETPLACE SERVICE

shall mean the LiquidSpace service.

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DIRECT AGREEMENT FOR SPACE HOSTING (DASH) LICENSE

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

The Host and Guest agree as follows:

LICENSE

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

TERM

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

HOUSE RULES

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

PAYMENT

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

DEFINITIONS

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

ENTIRE AGREEMENT

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

House Rules for Hot Desk

CLUB RULES

The following Club Rules apply to all Members and authorised users and form part of your Membership Agreement. By entering and using the Club, you agree to always comply with these rules. These may be updated by us from time to time, and we will notify you of any material changes. Your continued use of the Club following such updates constitutes your acceptance of the revised rules.

1. GENERAL RULES

- 1.1. You must not disclose or share your access code or swipe card with any person nor shall you allow others to use your access code for any reason.
- 1.2. **No Smoking.** All Club premises, including toilets, the area between the buildings, the D1 building terraces and C3 patio are strictly non-smoking, including e-cigarettes and vapes.
- 1.3. **Attire.** You must remain properly dressed on Club premises, including on the terrace and patios.
- 1.4. **Use of Club Address.** The Club address is not to be used for legal business registration.
- 1.5. **Club Furniture.** We will strive to maintain the Club and its furniture in excellent condition for the use and comfort of members. You are not liable for ordinary wear and tear of furniture, but damage will be charged for.
- 1.6. **Printed Materials.** Any printed material left uncollected in the printers will be removed and shredded at the end of the day.
- 1.7. **Showers:** we offer shower facilities, free of charge. One shower in building C3 is available for use. Shower amenities, bath towels and drying area are not available. Please bring your own towel and toiletries. The club has the right to rescind usage without notice.
- 1.8. **Pods:** These are available exclusively for Studio and Serviced floor Members.
- 1.9. **Food & drink consumption.** When using Lounge areas, outside food and drink (including restaurant takeaways, supermarket snacks or food brought from home) are not permitted, except for personal flasks or bottled drinks. Members are welcome to bring in food to eat at Tea Points, or to purchase food from our restaurant.

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HOUSE RULES

Reception will not accept deliveries; all food deliveries must be collected directly by Members.

Members are welcome to bring in food, as well as to purchase at our restaurant, and eat at Tea Points.

Food delivery is not accepted by our reception, and deliverers will not have access to any area inside the Club. Food deliveries will need to be collected by each member.

1.10. **Tea Points.** Tea and coffee is a complimentary benefit for members only and is not to be consumed in Lounge areas. You must not carry tea and coffee between floors.

You are responsible for keeping your Tea Point refrigerator and cupboards clean and remove products that have passed their expiration date.

The Design District team is responsible for checking and refilling of complimentary tea, coffee, sugar, and the milk alternatives. Milk and alternatives will be refilled only on weekdays and maximum one bottle per type a day.

1.11. **Refrigerators.** Please inform the reception team should you need to use the refrigerators to store temperature-sensitive medication overnight.

1.12. **Cleaning.** Tea Points and toilets are cleaned daily, as well as garbage collection. Your floor is cleaned by a professional team of cleaners each night. Floor, chairs, and desktops will be cleaned if they are clear of obstructions. Our team is not permitted to move or displace any personal belongings to perform cleaning, except to dispose of any perishable items. All perishable items will be disposed of by our team of cleaners. If you prefer that your desktop is not touched, please inform our team. It will then be your responsibility to keep it clean. Failure to clean your desktop within 5 days of a request by us to do so will result in our cleaners being asked to clean your desktop. A request to not clean your desktop will not result in a reduction of the Membership Fee.

Additional cleaning of floors may be requested by you or by us when seen needed and a quotation will be provided for your approval.

In case a company party or reception takes place on your floor, please contact reception for a quotation for extra cleaning and garbage collection.

1.13. **Bicycles.** Bicycles are allowed to be brought inside the Club and may only be stored on your serviced floor. Please ensure this is not in the way of any team

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HOUSE RULES

members or emergency exits.

1.14. **Pets.** Dogs are allowed in Design District Coworking and Bureau Restaurant, except Salon, Forum, Hot Desk Area and in meeting rooms 4, 5 & 6.

By signing the Membership Agreement, you confirm that your dog is well-behaved, vaccinated, properly trained, and not a breed that is banned under the Dangerous Dogs Act 1991. or any other breeds that we may notify you of from time to time.

You agree that you are wholly responsible for your dog's behaviour, and for ensuring that your dog does not cause disturbance to other Members or staff.

Dog beds and toys should be kept within your desk premises.

You must clean up after your dog in Design District Coworking and across the wider estate.

Dogs must be always accompanied and your dog should always be on a lead at all times in shared spaces.

Fixed desk members must ensure that their dogs remain under/near their desks.

Studio members must ensure their dogs are always accompanied, including in their studios and shared spaces within the club.

By signing the Membership Agreement you agree to cover any cost of damages caused by your dog, including cleaning fees.

We may, at any time in our sole discretion, either a) revoke this permission, or b) ask you to remove your dog from the premises.

2. GUEST RULES

2.1. Guests must be registered on their visit. The host can either register the guest in advance (preferred) or use the iPad at the front desk upon arrival to complete the registration. They will only be required to check in when accessing working floors and communal spaces – not public spaces such as Bureau restaurant or during events.

2.2. Guest are only allowed between staffed hours of 08.00–17:00.

2.3. Guests must be accompanied by you or a member of your team at all times.

2.4. You may invite a maximum of 3 guests per day for a period of up to 3 hours in

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HOUSE RULES

any 24-hour period. If the guest stays over the specified time reception will charge a Guest Day Pass **fee** to the company account. If the card is returned within the time frame, no further action is needed.

2.5. If the Club is at capacity (whether reduced because of government guidelines or otherwise) we will prioritise access to Members and may temporarily suspend guest access or limit guest access to one guest per member. Guests under 18 years old are not allowed in the club except the restaurant area during lunch time. At the club's discretion you may bring your children to the club due unforeseen circumstances that may happen on a rare occasion, however, children under 8 will only be allowed in meeting rooms (booking required) or the restaurant. If a child is behaving inappropriately, we may ask that they leave the club. The club facilities have been designed for the use of adults, and you are entirely responsible for the safety of your children, including in the unlikely event of an emergency building evacuation.

2.6. The personal data of any guests will be processed in accordance with our privacy policy.

3. SAFETY AND SECURITY

3.1. You and your guests must follow all safety and security instructions of Design District team members and must comply with any evacuation instructions and procedures. We wish to be as inclusive as possible and ask that you inform a team member as soon as possible if you or a guest would require additional assistance in an emergency. The team member will show you the location of the refuge points and provide you with a Personal Emergency Evacuation Plan (PEEP).

3.2. You are solely responsible for sensitive information that has been left visible in printers or on desks.

3.3. All safety measures have been taken to make the building safe and free of hazards. We kindly ask you to use stairs, terrace, lifts, and shared areas with caution.

3.4. We offer an App for members to make their profile visible for the purpose of your networking and business promotion. Choosing to use this platform and the settings of the information you make available are at your discretion and responsibility.

3.5. The house phone on your floor has a direct dial to the Greenwich Peninsula Security Office. Please use it during the weekends in case of emergency.

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HOUSE RULES

4. PERSONAL BELONGINGS AND VALUABLES

- 4.1. While we foster an environment of mutual trust and respect, the Club is not responsible for personal belongings and valuables left unattended.
- 4.2. If we agree that you can leave a piece of luggage, or any other item with our reception, you confirm that no harmful products or substances are contained in that item, and we will have no responsibility for loss or damage to that item.

5. GOVERNMENT GUIDELINES

- 5.1. If necessary to do so to follow the law, or government health and safety guidelines, we will put a reservation making system in place and all Membership tiers will be required to reserve a place so we can ensure control over the number of people on the premises.
- 5.2. Members not complying with government guidelines or the instructions of the Design District Coworking team will not be allowed in the Club or may be asked to leave.
- 5.3. If the Club is required to close because of government guidelines or legislation and the period of closure exceeds 30 consecutive days, your Membership will be suspended, and you will not be obliged to pay the Membership Fee until the Club reopens.

6. MEMBERSHIP BENEFITS

- 6.1. **Specialist equipment and services:** The various equipment and services available to Design District members across Design District are to be reserved and paid for directly and used in accordance with the terms and conditions of the provider.
- 6.2. **Design District:** Our members have convenient access to the wider services and facilities of the Design District (such services are not provided by the Club and will be subject to contract between the member and the relevant service provider)
- 6.3. **The Bureau Restaurant:** The Bureau Restaurant is for the use of the public. Reservations are not required. Challenge 25 is practiced in our restaurant and at

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events. We appreciate your understanding and cooperation. Alcohol will be served to 16–17-year-olds with a meal only when chaperoned by an adult. The refrigerators in the Bureau restaurant are not available for member use. Our members benefit from a 10% discount within the Bureau restaurant. We do not offer credit, and payment by card is required for every purchase.

6.4. **Wi-Fi:** Access to Wi-Fi is included as standard for all members. Enhanced Wi-Fi and IT services are available on request. Please discuss with a member of our team.

6.5. Additional Services

6.5.1. **Voice over IP (VoIP)** lines are available in a limited number upon request, for an additional monthly charge. Please contact our team for details and the terms that apply.

6.5.2. **Wired Network.** available upon request, for an additional monthly charge. Please contact our team for details and the terms that apply.

6.5.3. **Lockers.** May be included in your membership fee. Please contact a member of staff to have any or all lockers reprogrammed should you wish to lock them. If you are renting a locker, you must clear it. We will have no liability to you in respect of any item that you do not remove.

6.5.4. **Post management:** For Studio Floor Members, parcels will be received and logged in our delivery record system, and you will be notified by email.

6.6. Design District Access (Tenants Only)

6.6.1 Design District Access is a complimentary membership provided to tenants of the Design District. This is not part of your tenancy agreement with Design District and may be varied or withdrawn at any time at our discretion.

6.6.2 Design District Access permits entry to the Salon in C3 (Ground Floor) during Club Hours (Monday–Friday, 08:00–20:00). We reserve the right to restrict access to this space at any time without notice, including for private events.

6.6.3 Tenants with Design District Access are entitled to member discounts on bookings at the Design District Rooftop Basketball Court.

6.6.4 Tenants with Design District Access are entitled to member benefits on the Design District App, including the Community Directory, Discussion Board, and Events Calendar.

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HOUSE RULES

7. ACCESS HOURS

7.1. Design District Coworking is open from Monday to Friday, 08:00 to 20:00 (excluding bank holidays). You are welcome to the Club any time during that period. Please note that the Club will only be staffed between the hours of 08:00–17:00.

7.2. You will have access to the communal areas of the Club (Bureau Restaurant, Hot Desk, Salon and Forum) during these times. The Club will usually be closed between Christmas and New Year each year. The Christmas and New Year closing dates will be confirmed at least one month before the period begins.

7.3. There will be a charge per access card for each that is lost or rendered unusable due to damage.

8. DESIGN DISTRICT EVENTS

8.1. Members enjoy an exciting range of events curated by the Design District team. Each event is unique, please check event details on the Design District Portal that interest you to see if registration is required and if guests are welcomed.

8.2. There will be events where your guests or the general public are welcome to join, in which case the information will be displayed in the event brief.

8.3. Information provided during Design District Events, talks, panels, and workshops are for the sake of raising awareness, building community, and expanding curiosity. You should not rely solely on the information provided when dealing with legal matters and should seek for professional advice.

9. HOT DESK RULES

9.1. The Hot Desk floor is for the exclusive use of members, and guests are not allowed on the floor. If you would like a guest to work with you, please purchase a Day Pass or book a meeting room.

9.2. Use of the Desk

9.2.1. Desks are available on a first come, first served basis

9.2.2. You may access and use any available Desk on the Hot Desk Floors as an

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HOUSE RULES

office workspace during our opening hours, but you must not use the Desk for any other purpose.

9.2.3. Please hire a locker to store your belongings if you plan to stay away from your Desk for longer than 30 minutes. We are not responsible for any items left on your Desk.

9.2.4. Please do not leave anything on or under the Desk or chair once you are finished using it, including personal belongings and rubbish. We are not responsible for any items left on your Desk.

9.2.5. All Hot desk areas, including patio and terraces, are strictly **non-smoking (cigarettes, e-cigarettes and vape)**.

10. FIXED DESK RULES

10.1. Use of the Desk

10.1.1. You will be appointed a fixed desk by our sales support team, subject to availability.

10.1.2. You may access and use the Desk allocated to you as an office workspace, but you must not use the Desk for any other purpose.

10.1.3. If you wish, you may provide your own chair or under Desk cabinet, but this must be removed on or before your Membership comes to an end. Please contact reception for permission and available loading/unloading times prior to arranging delivery or collection of furniture to or from the Desk.

10.1.4. Use of the Desk is a personal right to the member and will terminate upon termination of this Membership Agreement. It cannot be transferred to any other person.

10.1.5. **At the end of Membership** – When this Membership Agreement ends (however it ends) you will vacate the Desk and clear all items that belong to you and dispose of all rubbish. We will have no liability to you in respect of any item that you do not remove.

11. GENERAL DESK RULES – APPLICABLE TO HOT DESK AND FIXED DESK MEMBERSHIPS

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HOUSE RULES

11.1. You will keep the Desks and toilets clean and tidy and dispose of any rubbish in the appropriate receptacles.

11.2. You may not make any alterations or additions to the desks.

11.3. In using the Desk, you must not do anything which is illegal, or which may be or become a nuisance or cause damage, annoyance, inconvenience or disturbance to us or any other members or their guests.

11.4. Please be courteous and respect that your Desk neighbours and other Members may have different working practices to you.

11.5. Any personal electrical devices you use in your Desk must be in good condition, PAT tested and not faulty. If we consider any item to be a potential risk to the Club or to any member, we may require you to remove it.

11.6. You must not damage the Desk. If any damage is caused you are to notify us as soon as possible. You will reimburse us for our reasonable and proper costs of making good such damage.

11.7. Please use earphones/headphones when taking calls or listening to content.

12. SERVICED FLOOR MEMBERS

12.1. You are welcome to access your serviced floor from 07:30am on Weekday (Monday-Friday). You will have access to the communal areas of the Club (Bureau Restaurant, Salon, Forum and Hot Desk for printing and kitchen utilities) from 08:00.

12.2. You will also have access to your office on weekends and bank holidays during the hours of 08:00 to 20:00 but there will be no Design District Coworking staff available at the weekends, parcels will not be available for collection and there will be no use of the Lounge areas. Guests must be registered as usual, and you must keep your floor and Tea Points clean.

12.3. Each person who accesses the serviced floor must do so on their own access details (together with any guests, as permitted in the Membership Agreement). Please do not hold the door open for any persons who wish to enter after you. If they are a member, they should use their own access code or access card.

12.4. Use of the Serviced floor

12.4.1. You may access and use the Serviced floor allocated to you as an office

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HOUSE RULES

during the hours specified above, but you must not use the Serviced floor for any other purpose.

12.4.2. You have been allocated a specific floor as stated on the Membership Order Form, but we reserve the right to relocate you to an alternative Serviced floor from time to time. If this proves necessary, we will endeavour to give you as much prior notice as we can.

12.4.3. Occupation of the floor is a personal right to the member and will terminate upon termination of this Membership Agreement.

12.4.4. Your team will have access to 20 hours of meeting room credit to be used with meeting room 6.

12.5. Initial set-up

12.5.1. On or prior to the date of this Membership Agreement we met with you at the floor and inspected the state and condition of the floor.

12.5.2. We both agree that the attached Inventory is an accurate record of the contents provided to you with the Serviced floor.

12.5.3. If you wish, you may provide your own furniture for the floor, but this must be removed on or before your Membership comes to an end. Please contact reception for permission and available loading/unloading times prior to arranging delivery or collection of furniture to or from the floor.

12.5.4. A small sign on the outside door of the floor is permitted, and we may require you to remove any sign if it is offensive or otherwise inappropriate.

12.6. At the end of Membership

12.6.1. When this Membership Agreement ends (however it ends) you will vacate the floor and remove all your possessions and any furniture, goods, equipment, or other items (other than the contents) and remove any rubbish.

12.6.2. We will meet with you at a date and time nominated by us (acting reasonably) to review the state and condition of the Serviced floor and the Contents and agree any damage and you will reimburse us for the reasonable and proper costs of making good such damage or replacing any Contents. Following the end of the Membership Agreement, once we have ascertained the amount of such costs (if any) and deducted them from the Damage Deposit, we shall return the balance of the Damage Deposit to you.

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HOUSE RULES

12.6.3. You must clear all items that belong to you from your floor when the Membership Agreement ends. We will have no liability to you in respect of any item that you do not remove.

12.7. General Floor Rules

12.7.1. You will keep the Serviced floor clean and tidy and dispose of any rubbish in the appropriate receptacles.

12.7.2. In using the floor, you must not do anything which is illegal, or which may be or become a nuisance or cause damage, annoyance, inconvenience or disturbance to us or any other members or their guests.

12.7.3. Any personal electrical devices you use in your floor must be in good condition, PAT tested and not faulty. If we consider any item to be a potential risk to the Club or to any member, we may require you to remove it.

12.7.4. You or any of your guests must not damage the floor or any of the Contents. If any damage is caused you are to notify us as soon as possible. You will reimburse us for our reasonable and proper costs of making good such damage or replacing any Contents which have been damaged. We may deduct such sums from the Damage Deposit.

12.7.5. You may not make alterations and additions to the building structure or furniture, including drilling of walls, without prior consent.

12.7.6. Noise levels must be kept within normal office decibel range.

13. STUDIO FLOOR MEMBERS

13.1. You also have access to your Studio on weekends and bank holidays during the hours of 07:30 to 20:00. There will be no Design District Coworking staff available at the weekends, parcels will not be available for collection and there will be no use of the Lounge areas. Guests must be registered as usual via Design District app and you must keep your Studio and Tea Points clean.

13.2. Each person who accesses the Studio must do so on their own access details (together with any guests, as permitted in the Membership Agreement). Please do not hold the door open for any persons who wish to enter after you. If they are a Member, they should use their own access card.

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HOUSE RULES

14. STUDIO RULES

14.1. Use of the Studio

14.1.1. You may access and use the Studio allocated to you as an office during the hours specified above, but you must not use the Studio for any other purpose.

14.1.2. You have been allocated a specific Studio as stated on the first page of this Membership Agreement, but we reserve the right to relocate you to an alternative Studio from time to time. If this proves necessary we will endeavour to give you as much prior notice as we can.

14.1.3. Occupation of the Studio is a personal right to the member and will terminate upon termination of this Membership Agreement.

14.1.4. You are permitted to take phone and video calls in your studio if you are wearing headphones. You are required to be mindful of your volume in relation to other members on your floor. We reserve the right to ask you to lower your volume or use provided phones booths and complimentary meeting pods.

14.1.5. You are permitted to play music in your studio if this is at a low volume and isn't heard in the corridor or by the neighbouring studios. We reserve the right to revoke this permission at any time.

14.2. Initial set-up

14.2.1. On or prior to the date of this Membership Agreement we met with you at the Studio and inspected the state and condition of the Studio. The set up of the studio was confirmed with the sales support team, including any furniture movements or removal.

14.2.2. Please bear in mind that Design District Coworking staff are only permitted to move furniture provided by Design District Coworking.

14.2.3. We both agree that:

- A Photographic Schedule has been produced and signed by the parties as an accurate record of the state and condition of the Studio as at the date of this Membership Agreement
- the attached Inventory is an accurate record of the Contents provided to you with the Studio.

14.2.4. If you wish, you may provide your own furniture for the Studio but this must

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be removed on or before your Membership comes to an end. Please contact reception for permission and available loading/unloading times prior to arranging delivery or collection of furniture to or from the Studio.

14.2.5. We will provide you with the specifications to arrange for your door sign to be produced (at your own cost). No other signage on the outside of the Studio is permitted, and we may require you to remove any sign if it is offensive or otherwise inappropriate.

14.3. **At the end of Membership**

14.3.1. When this Membership Agreement ends (however it ends) you will vacate the Studio and remove all your possessions and any furniture, goods, equipment or other items (other than the Contents) and remove any rubbish.

14.3.2. We will meet with you at a date and time nominated by us (acting reasonably) to review the state and condition of the Studio and the Contents and agree any damage and you will reimburse us for the reasonable and proper costs of making good such damage or replacing any Contents. Following the end of this Membership Agreement, once we have ascertained the amount of such costs (if any) and deducted them from the Damage Deposit, we shall return the balance of the Damage Deposit to you.

14.3.3. You must clear all items that belong to you from your Studio when this Membership Agreement ends. We will have no liability to you in respect of any item that you do not remove.

14.4. **General Studio Rules**

14.4.1. You will keep the Studio clean and tidy and dispose of any rubbish in the appropriate receptacles.

14.4.2. You may not make any alterations or additions to the Studio.

14.4.3. In using the Studio you must not do anything which is illegal or which may be or become a nuisance or cause damage, annoyance, inconvenience or disturbance to us or any other members or their guests.

14.4.4. Please be courteous and respect that your Studio neighbours and other Members who may have different working practices to you.

14.4.5. Any personal electrical devices you use in your Studio must be in good condition, PAT tested and not faulty. If we consider any item to be a potential risk to the Club or to any member, we may require you to remove it. Personal electrical

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HOUSE RULES

devices such as microwaves and coffee makers are not permitted at Tea Point counters or breakout areas.

14.4.6. You or any of your guests must not damage the Studio or any of the Contents. If any damage is caused you are to notify us as soon as possible. You will reimburse us for our reasonable and proper costs of making good such damage or replacing any Contents which have been damaged. We may deduct such sums from the Damage Deposit. The furniture in the communal areas of the Studio floor is for the use of all members and should not be brought into studios for personal use, even if temporarily.

House Rules for Design District

CLUB RULES

The following Club Rules apply to all Members and authorised users and form part of your Membership Agreement. By entering and using the Club, you agree to always comply with these rules. These may be updated by us from time to time, and we will notify you of any material changes. Your continued use of the Club following such updates constitutes your acceptance of the revised rules.

1. GENERAL RULES

1.1. You must not disclose or share your access code or swipe card with any person nor shall you allow others to use your access code for any reason.

1.2. **No Smoking.** All Club premises, including toilets, the area between the buildings, the D1 building terraces and C3 patio are strictly non-smoking, including e-cigarettes and vapes.

1.3. **Attire.** You must remain properly dressed on Club premises, including on the terrace and patios.

1.4. **Use of Club Address.** The Club address is not to be used for legal business registration.

1.5. **Club Furniture.** We will strive to maintain the Club and its furniture in excellent condition for the use and comfort of members. You are not liable for ordinary wear and tear of furniture, but damage will be charged for.

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HOUSE RULES

1.6. **Printed Materials.** Any printed material left uncollected in the printers will be removed and shredded at the end of the day.

1.7. **Showers:** we offer shower facilities, free of charge. One shower in building C3 is available for use. Shower amenities, bath towels and drying area are not available. Please bring your own towel and toiletries. The club has the right to rescind usage without notice.

1.8. **Pods:** These are available exclusively for Studio and Serviced floor Members.

1.9. **Food & drink consumption.** When using Lounge areas, outside food and drink (including restaurant takeaways, supermarket snacks or food brought from home) are not permitted, except for personal flasks or bottled drinks. Members are welcome to bring in food to eat at Tea Points, or to purchase food from our restaurant. Reception will not accept deliveries; all food deliveries must be collected directly by Members.

Members are welcome to bring in food, as well as to purchase at our restaurant, and eat at Tea Points.

Food delivery is not accepted by our reception, and deliverers will not have access to any area inside the Club. Food deliveries will need to be collected by each member.

1.10. **Tea Points.** Tea and coffee is a complimentary benefit for members only and is not to be consumed in Lounge areas. You must not carry tea and coffee between floors.

You are responsible for keeping your Tea Point refrigerator and cupboards clean and remove products that have passed their expiration date.

The Design District team is responsible for checking and refilling of complimentary tea, coffee, sugar, and the milk alternatives. Milk and alternatives will be refilled only on weekdays and maximum one bottle per type a day.

1.11. **Refrigerators.** Please inform the reception team should you need to use the refrigerators to store temperature-sensitive medication overnight.

1.12. **Cleaning.** Tea Points and toilets are cleaned daily, as well as garbage collection. Your floor is cleaned by a professional team of cleaners each night. Floor, chairs, and desktops will be cleaned if they are clear of obstructions. Our team is not permitted to move or displace any personal belongings to perform cleaning, except to dispose of any perishable items. All perishable items will be disposed of by our

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HOUSE RULES

team of cleaners. If you prefer that your desktop is not touched, please inform our team. It will then be your responsibility to keep it clean. Failure to clean your desktop within 5 days of a request by us to do so will result in our cleaners being asked to clean your desktop. A request to not clean your desktop will not result in a reduction of the Membership Fee.

Additional cleaning of floors may be requested by you or by us when seen needed and a quotation will be provided for your approval.

In case a company party or reception takes place on your floor, please contact reception for a quotation for extra cleaning and garbage collection.

1.13. **Bicycles.** Bicycles are allowed to be brought inside the Club and may only be stored on your serviced floor. Please ensure this is not in the way of any team members or emergency exits.

1.14. **Pets.** Dogs are allowed in Design District Coworking and Bureau Restaurant, except Salon, Forum, Hot Desk Area and in meeting rooms 4, 5 & 6.

By signing the Membership Agreement, you confirm that your dog is well-behaved, vaccinated, properly trained, and not a breed that is banned under the Dangerous Dogs Act 1991, or any other breeds that we may notify you of from time to time.

You agree that you are wholly responsible for your dog's behaviour, and for ensuring that your dog does not cause disturbance to other Members or staff.

Dog beds and toys should be kept within your desk premises.

You must clean up after your dog in Design District Coworking and across the wider estate.

Dogs must be always accompanied and your dog should always be on a lead at all times in shared spaces.

Fixed desk members must ensure that their dogs remain under/near their desks.

Studio members must ensure their dogs are always accompanied, including in their studios and shared spaces within the club.

By signing the Membership Agreement you agree to cover any cost of damages caused by your dog, including cleaning fees.

We may, at any time in our sole discretion, either a) revoke this permission, or b) ask you to remove your dog from the premises.

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HOUSE RULES

2. GUEST RULES

2.1. Guests must be registered on their visit. The host can either register the guest in advance (preferred) or use the iPad at the front desk upon arrival to complete the registration. They will only be required to check in when accessing working floors and communal spaces – not public spaces such as Bureau restaurant or during events.

2.2. Guest are only allowed between staffed hours of 08.00–17:00.

2.3. Guests must be accompanied by you or a member of your team at all times.

2.4. You may invite a maximum of 3 guests per day for a period of up to 3 hours in any 24-hour period. If the guest stays over the specified time reception will charge a Guest Day Pass **fee** to the company account. If the card is returned within the time frame, no further action is needed.

2.5. If the Club is at capacity (whether reduced because of government guidelines or otherwise) we will prioritise access to Members and may temporarily suspend guest access or limit guest access to one guest per member. Guests under 18 years old are not allowed in the club except the restaurant area during lunch time. At the club's discretion you may bring your children to the club due unforeseen circumstances that may happen on a rare occasion, however, children under 8 will only be allowed in meeting rooms (booking required) or the restaurant. If a child is behaving inappropriately, we may ask that they leave the club. The club facilities have been designed for the use of adults, and you are entirely responsible for the safety of your children, including in the unlikely event of an emergency building evacuation.

2.6. The personal data of any guests will be processed in accordance with our privacy policy.

3. SAFETY AND SECURITY

3.1. You and your guests must follow all safety and security instructions of Design District team members and must comply with any evacuation instructions and procedures. We wish to be as inclusive as possible and ask that you inform a team member as soon as possible if you or a guest would require additional assistance in an emergency. The team member will show you the location of the refuge points and provide you with a Personal Emergency Evacuation Plan (PEEP).

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HOUSE RULES

- 3.2. You are solely responsible for sensitive information that has been left visible in printers or on desks.
- 3.3. All safety measures have been taken to make the building safe and free of hazards. We kindly ask you to use stairs, terrace, lifts, and shared areas with caution.
- 3.4. We offer an App for members to make their profile visible for the purpose of your networking and business promotion. Choosing to use this platform and the settings of the information you make available are at your discretion and responsibility.
- 3.5. The house phone on your floor has a direct dial to the Greenwich Peninsula Security Office. Please use it during the weekends in case of emergency.

4. PERSONAL BELONGINGS AND VALUABLES

- 4.1. While we foster an environment of mutual trust and respect, the Club is not responsible for personal belongings and valuables left unattended.
- 4.2. If we agree that you can leave a piece of luggage, or any other item with our reception, you confirm that no harmful products or substances are contained in that item, and we will have no responsibility for loss or damage to that item.

5. GOVERNMENT GUIDELINES

- 5.1. If necessary to do so to follow the law, or government health and safety guidelines, we will put a reservation making system in place and all Membership tiers will be required to reserve a place so we can ensure control over the number of people on the premises.
- 5.2. Members not complying with government guidelines or the instructions of the Design District Coworking team will not be allowed in the Club or may be asked to leave.
- 5.3. If the Club is required to close because of government guidelines or legislation and the period of closure exceeds 30 consecutive days, your Membership will be suspended, and you will not be obliged to pay the Membership Fee until the Club reopens.

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HOUSE RULES

6. MEMBERSHIP BENEFITS

6.1. **Specialist equipment and services:** The various equipment and services available to Design District members across Design District are to be reserved and paid for directly and used in accordance with the terms and conditions of the provider.

6.2. **Design District:** Our members have convenient access to the wider services and facilities of the Design District (such services are not provided by the Club and will be subject to contract between the member and the relevant service provider)

6.3. **The Bureau Restaurant:** The Bureau Restaurant is for the use of the public. Reservations are not required. Challenge 25 is practiced in our restaurant and at events. We appreciate your understanding and cooperation. Alcohol will be served to 16–17-year-olds with a meal only when chaperoned by an adult. The refrigerators in the Bureau restaurant are not available for member use. Our members benefit from a 10% discount within the Bureau restaurant. We do not offer credit, and payment by card is required for every purchase.

6.4. **Wi-Fi:** Access to Wi-Fi is included as standard for all members. Enhanced Wi-Fi and IT services are available on request. Please discuss with a member of our team.

6.5. Additional Services

6.5.1. **Voice over IP (VoIP)** lines are available in a limited number upon request, for an additional monthly charge. Please contact our team for details and the terms that apply.

6.5.2. **Wired Network.** available upon request, for an additional monthly charge. Please contact our team for details and the terms that apply.

6.5.3. **Lockers.** May be included in your membership fee. Please contact a member of staff to have any or all lockers reprogrammed should you wish to lock them. If you are renting a locker, you must clear it. We will have no liability to you in respect of any item that you do not remove.

6.5.4. **Post management:** For Studio Floor Members, parcels will be received and logged in our delivery record system, and you will be notified by email.

6.6. Design District Access (Tenants Only)

6.6.1 Design District Access is a complimentary membership provided to tenants of the Design District. This is not part of your tenancy agreement with Design District

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HOUSE RULES

and may be varied or withdrawn at any time at our discretion.

6.6.2 Design District Access permits entry to the Salon in C3 (Ground Floor) during Club Hours (Monday–Friday, 08:00–20:00). We reserve the right to restrict access to this space at any time without notice, including for private events.

6.6.3 Tenants with Design District Access are entitled to member discounts on bookings at the Design District Rooftop Basketball Court.

6.6.4 Tenants with Design District Access are entitled to member benefits on the Design District App, including the Community Directory, Discussion Board, and Events Calendar.

7. ACCESS HOURS

7.1 Design District Coworking is open from Monday to Friday, 08:00 to 20:00 (excluding bank holidays). You are welcome to the Club any time during that period. Please note that the Club will only be staffed between the hours of 08:00–17:00.

7.2 You will have access to the communal areas of the Club (Bureau Restaurant, Hot Desk, Salon and Forum) during these times. The Club will usually be closed between Christmas and New Year each year. The Christmas and New Year closing dates will be confirmed at least one month before the period begins.

7.3 There will be a charge per access card for each that is lost or rendered unusable due to damage.

8. DESIGN DISTRICT EVENTS

8.1 Members enjoy an exciting range of events curated by the Design District team. Each event is unique, please check event details on the Design District Portal that interest you to see if registration is required and if guests are welcomed.

8.2 There will be events where your guests or the general public are welcome to join, in which case the information will be displayed in the event brief.

8.3 Information provided during Design District Events, talks, panels, and workshops are for the sake of raising awareness, building community, and expanding curiosity. You should not rely solely on the information provided when dealing with legal matters and should seek for professional advice.

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HOUSE RULES

9. HOT DESK RULES

9.1. The Hot Desk floor is for the exclusive use of members, and guests are not allowed on the floor. If you would like a guest to work with you, please purchase a Day Pass or book a meeting room.

9.2. Use of the Desk

9.2.1. Desks are available on a first come, first served basis

9.2.2. You may access and use any available Desk on the Hot Desk Floors as an office workspace during our opening hours, but you must not use the Desk for any other purpose.

9.2.3. Please hire a locker to store your belongings if you plan to stay away from your Desk for longer than 30 minutes. We are not responsible for any items left on your Desk.

9.2.4. Please do not leave anything on or under the Desk or chair once you are finished using it, including personal belongings and rubbish. We are not responsible for any items left on your Desk.

9.2.5. All Hot desk areas, including patio and terraces, are strictly **non-smoking (cigarettes, e-cigarettes and vape)**.

10. FIXED DESK RULES

10.1. Use of the Desk

10.1.1. You will be appointed a fixed desk by our sales support team, subject to availability.

10.1.2. You may access and use the Desk allocated to you as an office workspace, but you must not use the Desk for any other purpose.

10.1.3. If you wish, you may provide your own chair or under Desk cabinet, but this must be removed on or before your Membership comes to an end. Please contact reception for permission and available loading/unloading times prior to arranging delivery or collection of furniture to or from the Desk.

10.1.4. Use of the Desk is a personal right to the member and will terminate upon

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termination of this Membership Agreement. It cannot be transferred to any other person.

10.1.5. **At the end of Membership** – When this Membership Agreement ends (however it ends) you will vacate the Desk and clear all items that belong to you and dispose of all rubbish. We will have no liability to you in respect of any item that you do not remove.

11. GENERAL DESK RULES – APPLICABLE TO HOT DESK AND FIXED DESK MEMBERSHIPS

11.1. You will keep the Desks and toilets clean and tidy and dispose of any rubbish in the appropriate receptacles.

11.2. You may not make any alterations or additions to the desks.

11.3. In using the Desk, you must not do anything which is illegal, or which may be or become a nuisance or cause damage, annoyance, inconvenience or disturbance to us or any other members or their guests.

11.4. Please be courteous and respect that your Desk neighbours and other Members may have different working practices to you.

11.5. Any personal electrical devices you use in your Desk must be in good condition, PAT tested and not faulty. If we consider any item to be a potential risk to the Club or to any member, we may require you to remove it.

11.6. You must not damage the Desk. If any damage is caused you are to notify us as soon as possible. You will reimburse us for our reasonable and proper costs of making good such damage.

11.7. Please use earphones/headphones when taking calls or listening to content.

12. SERVICED FLOOR MEMBERS

12.1. You are welcome to access your serviced floor from 07:30am on Weekday (Monday–Friday). You will have access to the communal areas of the Club (Bureau Restaurant, Salon, Forum and Hot Desk for printing and kitchen utilities) from 08:00.

12.2. You will also have access to your office on weekends and bank holidays during

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HOUSE RULES

the hours of 08:00 to 20:00 but there will be no Design District Coworking staff available at the weekends, parcels will not be available for collection and there will be no use of the Lounge areas. Guests must be registered as usual, and you must keep your floor and Tea Points clean.

12.3. Each person who accesses the serviced floor must do so on their own access details (together with any guests, as permitted in the Membership Agreement). Please do not hold the door open for any persons who wish to enter after you. If they are a member, they should use their own access code or access card.

12.4. Use of the Serviced floor

12.4.1. You may access and use the Serviced floor allocated to you as an office during the hours specified above, but you must not use the Serviced floor for any other purpose.

12.4.2. You have been allocated a specific floor as stated on the Membership Order Form, but we reserve the right to relocate you to an alternative Serviced floor from time to time. If this proves necessary, we will endeavour to give you as much prior notice as we can.

12.4.3. Occupation of the floor is a personal right to the member and will terminate upon termination of this Membership Agreement.

12.4.4. Your team will have access to 20 hours of meeting room credit to be used with meeting room 6.

12.5. Initial set-up

12.5.1. On or prior to the date of this Membership Agreement we met with you at the floor and inspected the state and condition of the floor.

12.5.2. We both agree that the attached Inventory is an accurate record of the contents provided to you with the Serviced floor.

12.5.3. If you wish, you may provide your own furniture for the floor, but this must be removed on or before your Membership comes to an end. Please contact reception for permission and available loading/unloading times prior to arranging delivery or collection of furniture to or from the floor.

12.5.4. A small sign on the outside door of the floor is permitted, and we may require you to remove any sign if it is offensive or otherwise inappropriate.

12.6. At the end of Membership

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HOUSE RULES

12.6.1. When this Membership Agreement ends (however it ends) you will vacate the floor and remove all your possessions and any furniture, goods, equipment, or other items (other than the contents) and remove any rubbish.

12.6.2. We will meet with you at a date and time nominated by us (acting reasonably) to review the state and condition of the Serviced floor and the Contents and agree any damage and you will reimburse us for the reasonable and proper costs of making good such damage or replacing any Contents. Following the end of the Membership Agreement, once we have ascertained the amount of such costs (if any) and deducted them from the Damage Deposit, we shall return the balance of the Damage Deposit to you.

12.6.3. You must clear all items that belong to you from your floor when the Membership Agreement ends. We will have no liability to you in respect of any item that you do not remove.

12.7. General Floor Rules

12.7.1. You will keep the Serviced floor clean and tidy and dispose of any rubbish in the appropriate receptacles.

12.7.2. In using the floor, you must not do anything which is illegal, or which may be or become a nuisance or cause damage, annoyance, inconvenience or disturbance to us or any other members or their guests.

12.7.3. Any personal electrical devices you use in your floor must be in good condition, PAT tested and not faulty. If we consider any item to be a potential risk to the Club or to any member, we may require you to remove it.

12.7.4. You or any of your guests must not damage the floor or any of the Contents. If any damage is caused you are to notify us as soon as possible. You will reimburse us for our reasonable and proper costs of making good such damage or replacing any Contents which have been damaged. We may deduct such sums from the Damage Deposit.

12.7.5. You may not make alterations and additions to the building structure or furniture, including drilling of walls, without prior consent.

12.7.6. Noise levels must be kept within normal office decibel range.

13. STUDIO FLOOR MEMBERS

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HOUSE RULES

13.1. You also have access to your Studio on weekends and bank holidays during the hours of 07:30 to 20:00. There will be no Design District Coworking staff available at the weekends, parcels will not be available for collection and there will be no use of the Lounge areas. Guests must be registered as usual via Design District app and you must keep your Studio and Tea Points clean.

13.2. Each person who accesses the Studio must do so on their own access details (together with any guests, as permitted in the Membership Agreement). Please do not hold the door open for any persons who wish to enter after you. If they are a Member, they should use their own access card.

14. STUDIO RULES

14.1. Use of the Studio

14.1.1. You may access and use the Studio allocated to you as an office during the hours specified above, but you must not use the Studio for any other purpose.

14.1.2. You have been allocated a specific Studio as stated on the first page of this Membership Agreement, but we reserve the right to relocate you to an alternative Studio from time to time. If this proves necessary we will endeavour to give you as much prior notice as we can.

14.1.3. Occupation of the Studio is a personal right to the member and will terminate upon termination of this Membership Agreement.

14.1.4. You are permitted to take phone and video calls in your studio if you are wearing headphones. You are required to be mindful of your volume in relation to other members on your floor. We reserve the right to ask you to lower your volume or use provided phones booths and complimentary meeting pods.

14.1.5. You are permitted to play music in your studio if this is at a low volume and isn't heard in the corridor or by the neighbouring studios. We reserve the right to revoke this permission at any time.

14.2. Initial set-up

14.2.1. On or prior to the date of this Membership Agreement we met with you at the Studio and inspected the state and condition of the Studio. The set up of the studio was confirmed with the sales support team, including any furniture movements or removal.

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HOUSE RULES

14.2.2. Please bear in mind that Design District Coworking staff are only permitted to move furniture provided by Design District Coworking.

14.2.3. We both agree that:

- A Photographic Schedule has been produced and signed by the parties as an accurate record of the state and condition of the Studio as at the date of this Membership Agreement
- the attached Inventory is an accurate record of the Contents provided to you with the Studio.

14.2.4. If you wish, you may provide your own furniture for the Studio but this must be removed on or before your Membership comes to an end. Please contact reception for permission and available loading/unloading times prior to arranging delivery or collection of furniture to or from the Studio.

14.2.5. We will provide you with the specifications to arrange for your door sign to be produced (at your own cost). No other signage on the outside of the Studio is permitted, and we may require you to remove any sign if it is offensive or otherwise inappropriate.

14.3. **At the end of Membership**

14.3.1. When this Membership Agreement ends (however it ends) you will vacate the Studio and remove all your possessions and any furniture, goods, equipment or other items (other than the Contents) and remove any rubbish.

14.3.2. We will meet with you at a date and time nominated by us (acting reasonably) to review the state and condition of the Studio and the Contents and agree any damage and you will reimburse us for the reasonable and proper costs of making good such damage or replacing any Contents. Following the end of this Membership Agreement, once we have ascertained the amount of such costs (if any) and deducted them from the Damage Deposit, we shall return the balance of the Damage Deposit to you.

14.3.3. You must clear all items that belong to you from your Studio when this Membership Agreement ends. We will have no liability to you in respect of any item that you do not remove.

14.4. **General Studio Rules**

14.4.1. You will keep the Studio clean and tidy and dispose of any rubbish in the appropriate receptacles.

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HOUSE RULES

14.4.2. You may not make any alterations or additions to the Studio.

14.4.3. In using the Studio you must not do anything which is illegal or which may be or become a nuisance or cause damage, annoyance, inconvenience or disturbance to us or any other members or their guests.

14.4.4. Please be courteous and respect that your Studio neighbours and other Members who may have different working practices to you.

14.4.5. Any personal electrical devices you use in your Studio must be in good condition, PAT tested and not faulty. If we consider any item to be a potential risk to the Club or to any member, we may require you to remove it. Personal electrical devices such as microwaves and coffee makers are not permitted at Tea Point counters or breakout areas.

14.4.6. You or any of your guests must not damage the Studio or any of the Contents. If any damage is caused you are to notify us as soon as possible. You will reimburse us for our reasonable and proper costs of making good such damage or replacing any Contents which have been damaged. We may deduct such sums from the Damage Deposit. The furniture in the communal areas of the Studio floor is for the use of all members and should not be brought into studios for personal use, even if temporarily.

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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.