

# 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:

# 1

## DEFINITIONS

### AGREEMENT DATE

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

### CANCELLATION TERMS

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

### HOST

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

### "GUEST" OR "YOU"

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

### SPACE

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

### MAXIMUM OCCUPANCY

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

### BUILDING

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

### TERM

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

### FEES

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

### DEPOSIT

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

### TAXES

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

### MARKETPLACE SERVICE

shall mean the LiquidSpace service.

# 2

## DIRECT AGREEMENT FOR SPACE HOSTING (DASH) LICENSE

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

The Host and Guest agree as follows:

### LICENSE

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

### TERM

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

### HOUSE RULES

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

### PAYMENT

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

### DEFINITIONS

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

### ENTIRE AGREEMENT

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

# 3

## HOUSE RULES

### House Rules for Large Office | 10 Desks

#### SECTION 1: Coco's CODE

1. Be good: Behave well and treat others the way you would want to be treated. And if you don't walk the talk, then at the request of its members, other building tenants, or our own choosing, Coco may terminate your membership and reserves the right to terminate a membership in its sole discretion, Coco determines immediate termination is warranted under the circumstances.
2. Be positive: Believe in yourself, believe in others, and especially believe in the collaborative power of the Coco community. Network. Collaborate. Work hard. Have fun. Improve the community for all. Please provide input to improve Coco for everyone.
3. Roll with the changes: Coco is an ecosystem. And like all such environments, Coco, will evolve and change. This means that Coco may decide, with member input and observation or independently, that the rules need to change as well. So, while this is the Coco's CODE today, it is hard to predict the evolving needs of members. Therefore, it is your responsibility to check the Member portal for future changes to the Coco CODE and policies.
4. Make a commitment: Strong communities are based upon active members and continuity. Remember, this takes time and that one of the most amazing benefits of your membership is the relationships and encounters you have with other members and guests.
5. Don't fight the law: Violate the law and you're out. This means you won't use Coco for any purpose that is unlawful, including doing anything that could damage, disable or impair any of the property of Coco or keep other members from using the Coco space or would hurt other members. This also means you won't attempt to gain access to any computer systems or networks of Coco, or attempt to obtain any materials or information not intentionally made available to all Coco members. If you attempt to do any of these naughty things, your membership will be terminated immediately with notice from Coco.
6. You agree that you have the authority to be a member, and the authority to sign this Agreement, and ultimately live by the Coco Code. You promise that your membership won't be a breach of an agreement you have with someone else. You also acknowledge that you can't bind Coco or the community (in whole or part), or its other members.
7. You also agree not to use Coco in connection with:
  1. Contests, pyramid schemes, chain letters, junk email, spamming or similar annoying behavior;
  2. Defaming, abusing, harassing, threatening or otherwise violating the legal rights (such as privacy and publicity) of others; Posting, distributing or disseminating inappropriate, profane, defamatory, obscene, indecent, or unlawful material or information; Uploading, reproducing, using, performing or otherwise making available, images, software or other material or information which infringes another's rights, or is protected by intellectual property laws where you don't own or license such rights;

# 3

## HOUSE RULES

and uploading or using files that contain viruses, corrupted files, or any other similar software or programs that may damage Coco or a member's computers or property.

8. Confidential Information: You acknowledge that during your membership at Coco, you are going to be exposed to confidential information such as business information, trade secrets, technology, customers and prospects, and other secret stuff, disclosed by Coco or by other members of Coco (including through your keen observation) that is confidential or proprietary in nature and simply just not known by others. It's plain and simple - you agree to keep it confidential and not to disclose or use such information. You understand that they remain the exclusive property of who disclosed them, and you don't acquire any rights to such information. If you are unsure if something is confidential - ask.
9. Be insured: Coco will carry General Liability and Business Personal Property insurance. As a member, it is strongly suggested that you carry an insurance policy of some type to cover your own equipment while using our space (or any anyone else's space for that matter). Coco cannot provide insurance for you or provide advice, so it is best to contact an insurance agent regarding your specific needs. With respect to your access to, participation in, use of the Coco space, or any loss of information or other property resulting from such participation or use you acknowledge it is solely your responsibility to make sure you are properly insured against such losses, and acknowledge by signing this agreement a full waiver of liability for Coco.
10. Coco bans guns on its premises: The possession, carrying, or use of a firearm (including but not limited to handguns) or other weapon while on our premises is strictly prohibited. This prohibition applies to all members, including those who have a valid permit to carry a firearm. By signing this Agreement, you agree that you will not bring in or keep any firearms on the Premises. You acknowledge that your membership may be revoked should you fail to comply with this policy.
11. Respect the Rules of our Locations: Please be aware that all Coco locations exist inside multi-tenant business buildings, which means that Coco members also must abide by the rules of the building. Basically, if you act professionally there will not be any problems. Please know that the Building's rules might change with time, so you're responsible for being aware of changes.
12. Coco Building Rules: The following rules and regulations have been formulated for the safety and wellbeing of all tenants of the Property by the building owners. Adherence to these rules and regulations is necessary to guarantee that every tenant (including the Coco community) will enjoy a safe and undisturbed occupancy of its premises. Coco's Landlord's reserve the right to amend these rules and regulations and to add additional rules and regulations.
  1. You hereby agree to the following for all locations:
    1. Not to use any equipment, machinery or advertising medium which may be heard outside the Coco's space.
    2. Not to use any plumbing facilities for any purpose other than that for which they were constructed.

# 3

## HOUSE RULES

3. Not to use any portion of the Premises as sleeping apartments, lodging rooms or for any unlawful purpose or purposes.
4. Not to solicit business in the common or public areas of the building.
2. You hereby agree specifically to the following for the Downtown Minneapolis location:
  1. Not to distribute or display any handbills or other advertising matters or devices in such common or public areas.
  2. Not to obstruct or encumber any sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls or any other part of the Grain Exchange building to permit any drapes, blinds, shades or screens to be attached to, hung in or used in connection with any window or door relating to the Premises without the prior written consent of Landlord.
  3. Not to permit any showcases, mats or other articles to be placed or allowed to remain in front, in the proximity of or affixed to any part of the exterior of the Premises.
  4. Not to permit or encourage any loitering in or about the Premises Not to enter upon or use the roof of the Building.
  5. Not to permit or encourage any canvassing, soliciting, peddling or demonstrating in or about the Premises.
  6. Not to install or permit the installation of any wiring for any purpose on the exterior of the Premises or the Building.
  7. Not to mark, paint, drill into or deface any part of the shell or core of the Building.
  8. Not to bring in or keep any firearms in the Premises or the Building. Not to affix any floor covering to any floor of the Premises with adhesive of any kind without obtaining Landlord's written consent.
  9. Not to allow live or artificial Christmas trees. Artificial Christmas trees may be permitted by Landlord; if any lighting thereon is approved by Landlord, and is turned off at the end of each business day.
13. Children, dogs, and bikes: As in any commercial office or studio, Coco is not covered for the risks and liabilities associated with children or animals or bikes. There are unique rules for each location:
  1. Coco Northeast Minneapolis: Dogs are permitted as long as they don't cause concern or threat to other members. Coco reserves the right to remove a dog if it is causing problems. Dogs must be under your control when not in your office or at your desk, and must not wander the halls alone. In addition, only two-footers are allowed in the kitchen area. And of course, any delightful things created by your dog will be your

# 3

## HOUSE RULES

- responsibility to pick up in/or around the building. Failure to correct your dog could result in the termination of its owner's membership.
2. Coco Downtown Minneapolis: No pets are permitted unless they are an approved service animal. This is a strict rule enforced by the building owner.
  3. Bikes are permitted, and encouraged, at all Coco locations. Please keep bikes at designated storage areas, and make sure to clean up any debris produced by your bike in common and storage areas.
  4. Children: While we love them, it is helpful to keep in mind that they do not have a membership. If you bring them to work with you, they need to stay with you. After all, if they are distracting you while you work, they likely will be doing the same thing to others. Please be respectful of others at work, and know that we might kindly ask them to leave. For extended stays (more than a single day), a Day Pass must be purchased for all children.
14. Events: Coco is a multi-purpose destination, and will host events at all locations, during the day, evening and weekend hours. Every attempt will be made to clearly mark private areas, and Coco staff members will monitor to ensure that event participants do not use member's dedicated spaces.
  15. Print, Copy, Scan: Is currently provided at no cost to all membership levels within reasonable limits Coco reserves the right to surcharge for excessive printing.
  16. Smile: We love to share the space, the cool people, and the activities of our community with everyone on the planet. So, you agree to provide Coco absolute and irrevocable right and unrestricted permission to use photographs, or video taken of your beautiful face, to use, re-use, publish and re-publish the same in whole or in part, individually or in conjunction with other photographs and any printed or video matter, in any and all media now or hereafter known, and for any purpose whatsoever allowed by law for illustration, promotion, art, editorial, advertising and trade, or any other purpose whatsoever without restriction as to alteration.
  17. Copyright Infringement: Coco is committed to complying with U.S. copyright and related laws and requires all members and users of Coco to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content in a manner that constitutes an infringement of third party intellectual property rights, invading rights granted by U.S. copyright law. Owners of copyrighted works who believe their rights have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA) to report alleged infringements. It is Coco's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the membership of any member who is either found to infringe a third party copyright or other intellectual rights, including repeat infringers, or who Coco believes in its sole discretion is infringing these rights.
  18. Security and access (membership, building, and parking cards and keys): Our goal is to provide a safe place, but in any community it takes all the members to help out. We take this seriously, so please be aware:

# 3

## HOUSE RULES

1. While all Coco locations have surveillance cameras at entrances, certain hallways, and public access areas, we cannot guarantee a 100% secure environment.
2. Interns are not permitted to have 24/7 access without direct supervision of the member they are working for.
3. All guests must be accompanied by a member at all times. A guest must be signed-in at the greeting desk with a Coco staff member before using any of the amenities. The hosting member will be responsible for their guest's actions at all times. A maximum of 4 guests per member are permitted after hours, and only with members who have a 24/7 membership. All guests working in the space for more than 4 hours are subject to the Membership Rules in this Agreement and Guest Pass rates outlined in the Payments section below.
4. All memberships except for access and legacy flex and WFH+ members have 24/7 access at all locations.
5. Membership access cards are not transferable and may not be lent out at any time to anyone for any reason. Lending of access cards will result in membership termination.
6. If any of your membership access cards or keys are misplaced or stolen, you must notify a Coco staff member immediately - a \$25 fee per card or key will be charged to your account, and Coco will issue you a replacement card.

### SECTION 2: PAYMENT

1. Pay your dues. If you don't pay the fee you owe when it is due, we will send you an email to remind you and the payment will be due before you can enter the space again. If your payment is not brought current within 15 days of the due date we have the right to withdraw your Coco access and terminate your membership. Furthermore, you give Coco permission to re-run failed transactions within five (5) days of the original transaction. Your fees and dues are owed regardless of anything else, as we are not responsible for external forces.
2. Coco Members are required to upload and payment information and pay their invoice through our member portal. If an exception is granted to this policy, payment must be made within 2 business days of the due date of the invoice.
3. Membership recurring payments: Start date will be based upon your registration date, your first month will be prorated and then billed on the first of each month afterward, renewing every 30-days automatically.
4. Access Membership - If you opt to pay for your access membership up front for the full year your membership will renew every 12 months automatically, unless canceled or updated to monthly more than 30 days prior to the renewal.
5. Credit card fees: As a member you have the option on the following payment methods. You will incur and agree to pay the fees outlined below.

# 3

## HOUSE RULES

1. ACH payment
  1. \$2 for Coworking membership and desks
  2. \$5 for Dedicated space membership (suites and workspaces)
2. Credit card = a fee of 3.00% per transaction plus your other monthly fees
6. Meeting Room credits: Based upon your membership level you receive a monthly credit for meeting room usage. Each room is assigned an hourly rate, and you can use your credits anytime during the membership period. If at any point during the month you exceed your credits, you may purchase additional hours at the meeting room rates at the time of the booking. You therefore agree that Coco may charge your payment method on account for these additional fees.
  1. These credits do not carryover and may only be used for meeting room or event venue bookings, within the current guidelines.
  2. Coco reserves the right to change pricing at any time.
  3. Pricing is presented during the booking process, and ranges from \$25 - \$75 per hour.
7. Print, copy, scan: In the event of excessive printing you will pay per page, and agree that these additional charges will be applied monthly to the payment method on file at the following rates:
  1. \$0.10 per page for b/w
  2. \$0.25 per page for color printing or copies

### SECTION 3: COMMITMENTS AND CANCELLATIONS

1. Cancellation notices:
  1. Access and Coworking Memberships, including any legacy coworking memberships: Provide a written notification to [membership@workatcoco.com](mailto:membership@workatcoco.com) with a minimum of 30-days written notice. For Access memberships, if you cancel before the end of your 12 month commitment, you will be required to pay the balance or continue making monthly recurring payments until the end of your commitment.
  2. Dedicated Desk and Flex Office: Provide a written notification to [membership@workatcoco.com](mailto:membership@workatcoco.com) with a minimum of 30-days written notice. If no notice is provided your membership will revert to a month to month agreement, requiring the same 30 day notice period. You may be subject to a rate increase at the expiration of your contract term if the contract reverts to a month to month agreement. If you cancel prior to the end of your 6 month commitment requirement, you will be required to continue making monthly recurring payments until the end of your commitment or until Coco finds another entity to register for the space(s) in your agreement.

# 3

## HOUSE RULES

3. Month-to-Month Term Dedicated Desk and Flex Office: Provide a written notification to [membership@workatcoco.com](mailto:membership@workatcoco.com) with a minimum of 30-days written notice from the start of your billing period.
4. Month-to-Month Term Private Office, Suite, and Dedicated Workspace: Provide a written notification to [membership@workatcoco.com](mailto:membership@workatcoco.com) with a minimum of 60-days written notice from the start of your billing period.
5. Active Term Private Office, Suite, and Dedicated Workspace: Provide a written notification to [membership@workatcoco.com](mailto:membership@workatcoco.com) with a minimum of 60-days written notice from the start of your billing period. If no notice is provided your membership will revert to a month to month agreement, requiring the same 60 day notice period. You may be subject to a rate increase at the expiration of your contract term if the contract reverts to a month to month agreement. If you cancel prior to the end of your Term, as agreed upon in your contract, you will be required to continue making monthly recurring payments until the end of your commitment or until Coco finds another entity to register for the space(s) under your agreement.

### SECTION 4: MEMBERSHIP BENEFITS

1. All memberships include; wireless internet access, print, scan, copy equipment usage, brewed coffee, tea and water, and casual meeting spaces. Coco reserves the right to change benefits any time at its discretion.
2. Access to our LEXC partner network of working spaces as touch-down spaces while traveling up to 5 times per year.
3. Access to all Coco locations.

### SECTION 5: MEMBERSHIP RULES

1. Home Location: Because Coco has multiple locations, we need to associate each member with a home location. While all membership levels can visit any Coco location, if your membership level includes 24/7 access, that 24/7 access is good at all locations. Locations and addresses are available on the website.
2. Orientation: Within your first week you must attend a member orientation session before you begin using your membership. It's important to understand the features of the location and to connect with the Coco staff running the location to ensure you have a successful time at our locations.
3. Business Hours: Monday-Friday 800am-500pm
4. Check-ins: All members are required to scan their access card upon entering the space. If you do not, one of the Coco staff members will check you in.
5. As a 24/7 key-holder, you are entrusted with a significant amount of security responsibility. After normal business hours of operation, the community's property may be exclusively in your hands, so it is your responsibility to secure the building if you believe you are the last person on the premises or any time after 5pm. Please treat this privilege as if each person's

# 3

## HOUSE RULES

valuables were your own. If abused by unauthorized parties, discos, or otherwise unapproved extracurricular activity, and know that Coco may terminate your membership or revoke your 24/7 access privileges.

6. Access Cards and Keys: Any access card or key not returned on or before the last day of your membership, for any reason, will incur a \$25 fee per card or fee on your account within 5 days of your last day of membership. You acknowledge that this fee will be charged.
7. Roster: All names of additional members must be included in the Membership and roster. Any changes to roster must be provided in writing a minimum of 48 hours prior to the individual starting by writing to [membership@workatcoco.com](mailto:membership@workatcoco.com) with the member's name, start date and email address.
8. Suite, Private Office, and Dedicated Workspace Payor Role: The Payor on the account is in charge of the following:
  1. Notifying Coco within 48-hour of when new members are joining the group space by emailing [membership@workatcoco.com](mailto:membership@workatcoco.com) with the individual's full name, email, and start date.
  2. Ensuring that new members are aware of, and attend an orientation on their first day.
  3. Notifying Coco by email when members are leaving your roster by emailing [membership@workatcoco.com](mailto:membership@workatcoco.com) with the member's full name and last date.
  4. Tracking and monitoring meeting credit usage.
  5. Collecting any and all access cards and keys to Coco, parking, and/or locker keys provided.
  6. At the end of the membership all access cards, keys and filing cabinets need to be turned into a Coco team member on or before the last day of the month. The group space should be turned in as good or better condition than it was received or a cleaning fee of \$250 or more will be charged to the account on file. The payor is also responsible for any damage or the removal of furniture, fixtures, or equipment. The payor agrees to pay replacement and damage fees defined by Coco at the time of review.
9. Single Company: Members cannot recruit current Coco members to join their membership in the space, unless they are hired by the company who holds the membership.
10. Guests and Visitors: Anyone not on the official Roster is considered a Guest or Visitor, and will need to check in at the front desk inside the main coworking space. The Coco member portal will notify you that your guest is waiting at the front desk. Keep in mind:
  1. For coworking and dedicated desks, your membership is assigned to you
  2. For private offices and spaces your membership includes up to the number of memberships indicated on your contract.

# 3

## HOUSE RULES

3. Guests may join you in a drop-in meeting spaces or a meeting room at no additional charge if within the allotted meeting room credits included in your membership.
4. Contractors, employees, or project collaborators are subject to all membership policies and a \$30 per day per guest fee.
5. After five visits within a two month time frame a guest is no longer considered a guest and we require that the guest purchase a membership that works best for them.
11. Mail: Mail service is available to all members, and included with some memberships. If you have this service it is your responsibility to check with the front desk on a regular basis and retrieve all packages or mail in a timely period.
12. Keep Our Spaces Clean: It is your sole responsibility to maintain your space in a safe, sanitary and presentable condition. This includes returning dirty dishes, glasses, or cups to the kitchen area for cleaning. We do reserve the right to send Coco staff into private spaces to check for dirty dishes and if necessary, charge cleaning service fees.
13. Damages: Your space includes furniture, chairs, network equipment and other finishes. Any damages could result in you being charged for repair work and/or replacement. The spaces are provided as-is. No modifications are allowed. Members shall immediately notify a Coco staff member of any problems with or damage to the Group Space including, but not limited to fixtures, windows, heat, and water leaks.
14. Right of Access: All spaces are subject to Coco staff or building management access at any time. We don't have any need to come in and look through your music collection, but we do reserve the right to access the space for maintenance or inspection purposes. You acknowledge that your Group Space is part of Coco and subject to all other membership rules.
15. Memberships cannot be transferred without express written confirmation from Coco.
16. Meeting room usage. Meeting rooms are areas designated for meeting purposes only. Each room must be booked in advance using Coco's Member Site and are available in accordance with your membership access. It is the meeting leaders responsibility to leave the room in good working condition, with whiteboards cleaned, and garbage disposed of properly, and track meeting room credits monthly.
17. Holidays: Coco is closed on most standard US holidays. The holiday closing will be posted at each location so please refer to that for confirmation for that year's observances. Coco reserves the right to close all locations surrounding holiday dates in order to allow for staff and members to enjoy more time with family.
  1. CLOSED: Easter, Memorial Day, Independence Day, Juneteenth, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day.
  2. Coco retains the right to make changes anytime to this holiday schedule, and solely at its discretion.

# 3

## HOUSE RULES

3. 24/7 level members have access to the spaces but will be unstaffed.

### SECTION 6: ADDITIONAL SERVICES

Below are additional services that can be added to your membership. Services can be upgraded at any time, and are subject to availability. Pricing and packages are subject to change. Please email [Membership@workatcoco.com](mailto:Membership@workatcoco.com) if you are interested in adding any of these to your membership.

1. **Basic Mail Service:** You receive a physical address, and all mail will be received and placed in your dedicated mailbox. Packages can be signed for, and you will receive email notification weekly when you have mail in your mailbox. This service requires that you maintain an active membership at a minimum of a full time coworking level. Basic mail service does not include permission to list your business with our address on Google. That service requires approval from Coco and may be subject to additional fees.
2. **Virtual Mail + Office:** You receive a physical address, and all mail will be received and uploaded to an online portal. Packages can be signed for, and you will receive email notification when a package is received on your behalf and can choose additional services including scanning, shredding and/or forwarding.
3. **Storage Lockers:** Subject to availability. A locker is for storage of your office supplies, computers, clothes, etc. You will receive a private key for your use only.
4. **Parking:** Directly through Coco, you can set up parking contracts with the following locations. This addon requires a separate agreement to be executed between you and the parking facility. Any disputes with the agreement is between you and the parking facility.
  1. Minneapolis Downtown: monthly 24/7 parking is available at the Gateway Ramp.
  2. Minneapolis Northeast monthly 24/7 parking is available on a flat lot.

### SECTION 7: THE LEGALESE

Coco Employees: Coco invests in the retention and development of its employees to help Coco provide the best experience to its members. To protect that investment made by Coco, as a Coco member, you agree that during your membership and for one year after you end that membership, you will not, directly or indirectly, solicit, recruit, contract with or otherwise hire any Coco employees/team members or take any other action to encourage a Coco employee/team member to leave the employ of Coco. If any Coco employee/team member leaves Coco to perform services for you, you agree that you will pay to Coco, as liquidated damages, an amount equal to six (6) months of that Coco's employee's compensation, in addition to any other remedies that Coco may be entitled to seek against you. As with anything, we strongly encourage you to talk to us if you have questions about this and/or to see if any exceptions can be made to this rule.

Beware, Coco's legal advisors have required the following be CAPITALIZED, which means you're really supposed to pay attention: Three short, but important points: Coco PROVIDES SERVICES "AS IS" AS A SERVICE AND NOT AS A LEASE OF REAL PROPERTY, AND DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE. THE ENTIRE RISK OF PARTICIPATING IN

# 3

## HOUSE RULES

OR USING Coco SERVICES REMAINS WITH YOU.

IN NO EVENT SHALL COCO OR ITS AGENTS, OWNERS, MEMBERS, OR EMPLOYEES BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, FAILURE TO MEET ANY DUTY (INCLUDING OF GOOD FAITH OR OF REASONABLE CARE) NEGLIGENCE, AND ANY OTHER LOSS) ARISING OUT OF OR IN ANY WAY RELATED TO Coco SERVICES OR OTHERWISE.

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER, THE ENTIRE LIABILITY OF COCO OR ITS AGENTS, OWNERS, MEMBERS, OR EMPLOYEES, AND YOUR EXCLUSIVE REMEDY FOR ALL THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY YOU NOT TO EXCEED \$10.00. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

Besides, the three CAPITALIZED sections above, you also release, and agree to indemnify, defend and hold harmless Coco, its agents, owners, members and employees, from and against all claims, liabilities, losses, damages, expenses, judgments, fines and penalties based on or arising out of your negligent actions, errors and omissions, willful misconduct and fraud, breach or violation of the Coco Code or otherwise suffered in connection with your participation in the Coco community.

You cannot assign this Agreement without the prior written consent of Coco. We all agree that the Federal law, law of the State of Minnesota governs this Agreement, without regard to its conflict of law principles. And we all agree that exclusive jurisdiction and venue for all purposes under this Agreement shall be in Minneapolis Minnesota and everybody consents to such jurisdiction and venue. Coco may disclose any identifying information about you and your participation in the Coco community if requested by authorities in any investigation. Finally, in case someone got overzealous and it turns out that any provision or portion of this Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected and shall remain in full force and effect to the fullest extent permitted by law.

I acknowledge that I have read and understood the terms of this Agreement and the Coco CODE. I agree to be bound by this Agreement and the Coco CODE regarding my participation in the Coco community and use of the Coco services.

# 4

## License Terms



### COMPLIANCE

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



### POSSESSION AND DELIVERY

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



### WORKSPACE USE AND ACCESS

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

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

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

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

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

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

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

# 4

## License Terms

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



### GOOD CARE

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



### COMMON AREAS

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



### SHARED FACILITIES

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



### KEYS AND SECURITY

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

# 4

## License Terms

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

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



### NAME AND ADDRESS

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



### MAIL AND PACKAGES

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



### CONDUCT

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

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



### CONFIDENTIALITY

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

# 4

## License Terms

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



### NON-SOLICITATION

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

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



### DAMAGES AND INSURANCE

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

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



### PAYMENT

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

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

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

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

# 4

## License Terms

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

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



### CANCELLATION

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

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

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

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

#### **Flexible Cancellation Terms**

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

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

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



### DEPOSIT

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

# 4

## License Terms

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



### RENEWAL

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

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

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

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



### DEFAULT

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

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



### INDEMNITY

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

# 4

## License Terms



### DISCLAIMER

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



### LIABILITY

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

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

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



### SUSPENSION OF SERVICES

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

# 4

## License Terms

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



### SUBLICENSING

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



### NO LEASE

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

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



### NO BROKER

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



### SUBORDINATION

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

# 4

## License Terms

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



### HOLDING OVER

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



### MISCELLANEOUS

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