

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 Private Office

Gather

House Rules

The party referred to as “Host” in this DASH License will be referred to as “Gather” in the House Rules. The party referred to as “Guest” in this DASH License will be referred to as “Member” in the House Rules. These House Rules, along with the Schedules referenced below, govern the non-exclusive use of all commercial coworking spaces managed by Gather Workspaces LLC (the “Premises”) and the services provided therein. Member and Gather expressly agree that this Agreement is not a lease and only operates to allow Member non-exclusive use of coworking spaces. Member agrees as follows:

1. Membership.

1. **House Rules.** These House Rules, including the documents referenced below, constitute an addition to the DASH License. If these House Rules differ from the DASH License, the House Rules shall govern and control.

1. **Membership Benefits.** Gather will provide Member with the benefits (“Membership Benefits”) detailed on the Membership Benefits page of the Gather website, found at www.workatgather.com/membershipbenefits subject to these House Rules.

2. **Membership Terms and Conditions.** Attached to this document as Schedule A.

3. **Network and Privacy Policy.** Attached to this document as Schedule B.

4. **Location Specific Rules.** Are available on the Gather website at www.workatgather.com/locationsspecificrules

2. Changing the House Rules.

1. **Addendum Memorializing a Change.** Although the change will have been implemented pursuant to the appropriate paragraph of these House Rules, Gather will use an addendum to memorialize an increase in fees or the termination of a portion of a Membership. There is no need for Member acceptance of such an addendum because the change will already have been implemented. The addendum simply memorializes the change.

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HOUSE RULES

1. **Increasing Fees.** Increasing fees on a given office, dedicated desk or any other Gather Membership may only be done pursuant to Paragraph 3. e. Fee Increase. However, an addendum may be used to memorialize such a fee increase.
2. **Termination of a Portion of a Membership.** Memberships, of any type, may only be terminated by the Member pursuant to Paragraph 2. Term and Termination. However, an addendum may be used to memorialize the termination of a portion of a Membership (e.g., dropping one office from a multi-office membership).
2. **Addendum Altering the House Rules.** Gather may from time-to-time issue an Addendum that alters the House Rules inclusive of Membership Terms and Conditions, and Network Privacy Policy. When Gather issues such an Addendum, it will be sent to the Member via electronic mail to the email address provided by the Member. Member may decline the Addendum by providing written notice to a Community Manager in the Members Primary Location via electronic mail with return receipt within ten (10) business days of the date that the Addendum was sent to the Member. Examples of things that might be changed by Addendum include, but are not limited to: changing a start date of a Membership, changing a month-to-month Membership to an annual Membership, etc.
3. **Changes to Gather's Website.** Gather reserves the right to modify Membership Benefits and Location Specific Rules in its sole discretion, at any time by posting changes to the Membership Benefits or Location Specific Rules on the Gather website as referenced above. Member will be notified of any significant changes to Membership Benefits or Location Specific Rules by electronic mail sent to the Member email address on file with Gather.
4. **Gather's Right to Terminate.** If a Member disputes or declines an Addendum described above, Gather shall have the absolute right to terminate this DASH License and collect prorated fees owed through the date of termination.
3. **Failure to Comply.** Failure by Member to comply with these House Rules inclusive of all documents referenced above may result in termination of Membership Benefits.
4. **Primary Location.** Members' primary Gather location ("Primary Location") will be specified in the DASH License Section 1 Definitions under Host & Building.
5. **Real Property Rights.** Member understands and agrees that this Agreement is not a lease and confers no real property rights unto the Member.

2. Term & Termination

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HOUSE RULES

1. Term

1. **Commencement Date.** The Commencement Date will be specified in the DASH License Section 1 Definitions under Term: Start Date.
2. **Commencement of Membership Benefits.** The commencement of Membership Benefits is contingent upon Member signing this Agreement and paying all applicable Fees owed to Gather upon registration. Gather reserves the right to withhold Membership Benefits until all requirements are fulfilled.

2. **Membership Renewal.** All Gather Memberships will renew at the end of the term unless Gather terminates the Membership or a valid, written Notice of Termination is received by Gather from the Member in a timely manner pursuant to Paragraph 2. h. ii. Membership Termination and Required Notice.

3. Access. During the term of Membership:

1. **Coworking Members, Dedicated Desk Members, and Office Members** have access to the work café, conference rooms, and other amenities of all Gather locations 24/7/365. (In addition to the Proxy App, a card key will be needed for access to certain Gather locations. Please speak with your Community Manager for details.)
2. **Pay-As-You-Go Members** may only access Gather locations during the hours that Gather is staffed (typically, Monday through Friday 8:00 a.m. to 5:00 p.m. except for holidays).
3. **Flex Members** may access their office at their Primary Location 24/7/365. Flex Members may also access any conference room they have checked out at any Gather location 24/7/365.

4. Access to Offices and Dedicated Desks:

1. **Office Access.** These House Rules provide 24/7/365 access to Office(s): _____ at the Primary Location (N/A means that this Membership does not provide access to an office).
2. **Dedicated Desk Access.** These House Rules provide 24/7/365 access to Desk(s): _____ at the Primary Location (“N/A” means that this Membership does not provide access to a dedicated desk).
5. **Access to Premises.** Gather has the right to deny access to the Premises, enter the Premises, and exercise self-help remedies without court approval in enforcing its right where the membership has been terminated.
6. **Change to Access.** Member may access Gather facilities pursuant to Paragraph 2. c. Access. However, Gather reserves the right to change access in the future provided that any such change will become effective at the end of the term with a minimum of sixty (60) days written notice to the Member by

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HOUSE RULES

sending written notice via electronic mail to the email address provided by the Member.

- 4. Termination by Gather. Gather may revoke the Member's Membership Benefits "at will."**
- 5. Member's Responsibility Upon Termination. Upon any termination of Membership Benefits, the Member shall:**
 - 1. immediately remove all personal belongings from the Premises and cease all use of the Membership Benefits, and shall not return to the Premises without the prior permission of Gather;**
 - 2. pay all Fees and Charges owed to Gather;**
 - 3. return all keys and other property that may belong to Gather; and**
 - 4. quit and surrender the Premises in a clean and good condition, reasonable use and wear excepted.**
- 6. Termination due to Delayed or Cancelled Opening. Should the opening of Member's Primary Location be delayed or cancelled, for whatever reason, Gather will, at the Member's option, offer the Member a Membership at another Gather location (if possible), allow the Member to wait for the Primary Location to open before the Membership Benefits commence, or refund the Member's deposit and terminate the Membership. Under no circumstances, shall Gather be liable for any damages to Member beyond Member's deposit.**
- 7. Other Remedies. The rights of Gather to terminate the Member's Membership Benefits, as described in these House Rules, whether or not exercised, shall not be exclusive of any other remedies available to Gather under these House Rules or applicable law on account of any breach or default by the Member of these House Rules.**
- 8. Termination by Member.**
 - 1. Valid, Written Notice of Termination. The Member may terminate a Membership with Gather only via valid, written Notice of Termination. To be valid, the written Notice of Termination must:**
 - 1. Contain the following information:**
 - 1. Name of the member terminating the Membership**
 - 2. The type of membership being terminated (e.g., Coworking Membership, Office Membership, etc.)**
 - 3. The specific office(s) being vacated (if applicable)**
 - 4. The specific dedicated desk(s) being vacated (if applicable)**

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5. **The date of termination**
2. **Be received by Gather in a timely manner pursuant to Paragraph 2. h. ii. Membership Termination and Required Notice below. Regardless of when the Notice of Termination is sent, it will be effective as of the date that the Notice of Termination is received by Gather. Notice of Termination may be received only during the hours that Gather is staffed (typically, Monday through Friday, 8:00 a.m. through 5:00 p.m. Eastern Time, excluding holidays).**
3. **Be received by Gather either via:**
 1. **Certified mail sent to a Community Manager at the Member's Primary Location.**
 2. **Electronic mail with return receipt sent to a Community Manager at the Member's Primary Location.**
4. **If the Notice of Termination is determined not to be valid because one or more of the above conditions are not met, Gather will notify the Member in a reasonable timeframe that the Notice of Termination is not valid. The intent is to give Member the opportunity to cure the deficiency in a timely manner, if possible.**
2. **Membership Termination and Required Notice. The timing of the required valid, written Notice of Termination varies depending on the type of membership:**
 1. **Pay-As-You-Go Membership. Notice of Termination may be given at any time. The Membership will end on the last day of the next full calendar month after notice of termination is received by Gather. For example, if notice of termination is received between June 1 and June 30, the Membership will end on July 31 of the same year.**
 2. **Coworking Membership. Notice of Termination may be given at any time. The Membership will end thirty (30) days after Notice of Termination is received by Gather. The Membership Fee will be prorated for the final month of the Membership.**
 3. **Dedicated Desk Membership. The length of a Dedicated Desk Membership must be a minimum of ninety (90) days. Notice of Termination may be given at any time. The Membership will end at the later of sixty (60) days after Notice of Termination is received by Gather or ninety (90) days after the Membership Commencement date. The Membership fee will be prorated for the final month of the Membership.**
 4. **Month-to-Month Office Membership. Notice of Termination may be given at any time. The Membership will end sixty (60) days after the**

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date on which the Notice of Termination is received by Gather. The Membership Fee will be prorated for the final month of the Membership.

5. Annual Office Membership.

1. To terminate the Membership, valid, written Notice of Termination must be received by Gather a minimum of sixty (60) days prior to the anniversary of the Commencement Date. If this condition is met, the Membership will terminate on the day prior to the anniversary of the Commencement Date and the Membership Fee will be prorated for the final month of the term.
2. If valid, written Notice of Termination is not received by Gather a minimum of sixty (60) days prior to the anniversary of the Commencement Date, the Annual Office Membership will automatically renew for another year. The Membership Fee will increase pursuant to Paragraph 3. e. iii. Memberships with a term of one (1) year below.

6. Flex Membership. Notice of Termination may be given at any time. The Membership will end on the last day of the month in which Notice of Termination is received by Gather.

3. Such termination will not entitle the Member to a refund of payment for any Membership Benefits, purchased or obligated to be paid prior to termination.
4. Exceptions. The conditions in Paragraph 2. Term & Termination shall apply, as appropriate, to all Gather Memberships unless they are modified by an Addendum to this agreement.

3. Payment Terms

1. Charges. Member is responsible for all additional charges incurred, including but not limited to copying expenses, conference room rental fees, or late fees pursuant to Paragraph 3. c. Late Fee below.
2. Move Out Fee. Gather reserves the right to charge Members at the Office Membership Level, regardless of term, a move out fee of seventy-five dollars (\$75.00) per office. If Gather's cost to repair any damages beyond normal wear to an office exceeds seventy-five dollars (\$75.00), Gather will withhold the full cost of repairing the office from the security deposit.
3. Late Fee. If Member fails to pay any Fees or Charges within seven (7) days of invoice date, Gather, in addition to its other rights under this Agreement and under applicable law, may assess a late fee in the amount fifty dollars (\$50.00) or one and

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one-half percent (1.5%) of the amount due, whichever is greater. Member will owe late fees for each month in which there is an outstanding late balance. In addition to any late fee owed, if a Member has insufficient funds to pay an invoice, Gather may charge an additional penalty in the amount of Thirty-Five Dollars (\$35.00) to cover any bank fees associated with the failed ACH. Gather reserves the right to require Member to pay any late or returned Fees and Charges via money order or certified check.

4. **Suspension.** Gather reserves the right to suspend Member's Membership Benefits until Member's account is paid in full.
5. **Fee increase.**
 1. **Memberships with a one (1) month term.** Gather may modify the Fees and/or Charges at any time, in its sole discretion, upon ninety (90) days' notice to its Members by sending written notice via electronic mail to the email address provided by the Member.
 2. **Dedicated Desk Membership** Gather may not modify the Fees for the first ninety (90) of the Membership. After the first ninety (90) days, a Dedicated Desk Membership has a one (1) month term and Gather may modify the Fees pursuant to Paragraph 3. e. i. Memberships with a one (1) month term above.
 3. **Memberships with a term of one (1) year.** Gather may modify the Fees and/or Charges only on the anniversary of the Commencement Date. Fees will increase by three percent (3%) on each anniversary of the Commencement Date without a requirement for notice. If Gather, in its sole discretion, chooses to modify the Fees and/or Charges on the anniversary of the Commencement Date by an amount other than the three percent (3%) increase specified above, Gather must provide ninety (90) days' written notice to the Member by sending written notice via electronic mail to the email address provided by the Member.
 4. **Fee and Charge Payment.** Member agrees to pay all Fees and Charges (as may be modified) in accordance with this Agreement.
 5. **Exceptions.** The conditions in Paragraph 3. Payment Terms shall apply, as appropriate, to all Gather Memberships unless they are modified in an Addendum to this agreement.

4. Member Responsibilities

1. **Registration & User Account.** Member agrees that all information provided to Gather in connection with its Membership is true and accurate. Member shall be solely responsible for maintaining the secrecy of all information relating to its user account, including any log-in ID and password, and shall not provide such

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information to any other person. The Member shall be solely responsible for all activity conducted under or relating to its user account.

2. **Guests.** Member may invite guests to the Premise, pursuant to the House Rules. Member understands and agrees that it will be responsible for ensuring any guest invited to the Premises abides by the House Rules. Failure of Member or Member's guest to comply with the House Rules may result in termination of Membership Benefits or assessment of a guest fee in the amount of Fifty Dollars (\$50.00).
3. **Sole Benefit.** Membership is for the sole benefit of the Member and, where applicable, its employees and contractors. The Member shall not rent, make available for public use, reproduce, duplicate, copy, trade, resell or assign any of the Membership Benefits.
4. **Use and Maintenance of Premises.** Member has made certain that the Premises can be used lawfully for the purposes of Member's business. Member acknowledges that neither Gather nor its agent have made any express or implied warranty, representation, or agreement in regard to the condition of the Premises or its suitability for Member's business purposes. Member shall permit Gather and its authorized representatives to enter upon the Premises and all parts thereof during or after business hours for the purposes of inspecting the same, making repairs, additions, alterations or improvements or to enforce and carry out any provision of this Agreement and for the further purpose of showing the Premises to prospective members and purchasers and representatives of lending institutions. Member acknowledges that Gather maintains absolute control over the Premises.
5. **Insurance.** Gather shall have no obligation to procure or maintain any insurance to cover any losses or damages that the Member may incur while on the Premises or while using the Benefits. The Member is strongly encouraged to consult with an independent insurance advisor and to obtain appropriate insurance coverage to protect the Member interests while on the Premises and while using the Benefits. Members with an Office Membership shall keep in force at its own expense at all times during the pendency of this Membership, insurance covering Member with a minimum combined single limit of \$1,000,000 for bodily injury and property damage, and Gather shall be an additional insured on such insurance as its interests may appear. In addition, Member shall provide \$50,000 of fire legal liability coverage.
5. **Limited Warranties & Limitation of Liability.**
1. **IN NO EVENT WILL GATHER OR ANY OF ITS MEMBERS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE MEMBER OR ANY OTHER PERSON OR ENTITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND WHATSOEVER ARISING OUT OF, OR RELATING TO, DIRECTLY OR INDIRECTLY, THE MEMBER'S**

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MEMBERSHIP IN GATHER, THIS AGREEMENT, THE MEMBER'S ACCESS OR USE OF THE PREMISES OR THE SERVICES, AND/OR THE TERMINATION THEREOF. THE FORGOING EXCLUSION APPLIES WITHOUT LIMITATION TO ALL LIABILITY FOR LOST PROFITS AND ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR RELIANCE DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE AND EVEN IF GATHER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 2. IN NO EVENT WILL GATHER OR ANY OF ITS MEMBERS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE MEMBER OR ANY OTHER PERSON OR ENTITY FOR ANY SICKNESS, INJURY, LOSS, OR DAMAGE OF ANY KIND WHATSOEVER IF IT IS DETERMINED THAT A MEMBER OR GUEST CONTRACTED THE COVID-19 VIRUS OR ANY OTHER DISEASE AT A GATHER LOCATION. THE FORGOING EXCLUSION APPLIES WITHOUT LIMITATION TO ALL LIABILITY FOR LOST PROFITS AND ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR RELIANCE DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE AND EVEN IF GATHER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 3. WITHOUT LIMITING IN ANY WAY THE TERMS OF THE PRECEDING PARAGRAPH, IN NO EVENT SHALL GATHER OR ANY OF ITS MEMBERS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS' LIABILITY TO THE MEMBER FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE MEMBER'S MEMBERSHIP IN GATHER, THIS AGREEMENT, AND/OR THE MEMBER'S ACCESS OR USE OF THE PREMISES OR ANY OF THE SERVICES EXCEED THE TOTAL FEES ACTUALLY PAID BY THE MEMBER TO GATHER DURING THE ONE-MONTH PERIOD IMMEDIATELY PRECEDING THE ACT OR OMISSION WHICH GIVES RISE TO THE ALLEGED LIABILITY.**
- 4. Access to Premises. The Member's access and use of the Premises and the Membership Benefits is at its sole risk. Gather makes no representations or warranties to the Member with respect to the Premises and the Membership Benefits. The Premises and the Membership Benefits are made available for the Member's use "as is" and "with all faults." THE MEMBER'S USE OF THE PREMISES AND THE MEMBERSHIP BENEFITS IS AT ITS SOLE RISK. Gather expressly disclaims any and all warranties relating to the Premises, the Membership Benefits, and any network, computer, furniture or equipment located on the premises or provided for the Member's use in connection with the services, whether express, implied or statutory, including without limitation, any warranty of merchantability of fitness for a particular purpose. Gather does not represent or warrant that the services will meet or achieve any of the Member's expectations or**

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needs. The Member acknowledges that Gather may use video surveillance of the Premises to ensure safety and security.

5. **Release.** The Member, and on behalf of the Member's heirs, estate and personal representatives, hereby forever releases Gather, together with its members, affiliates, officers, directors, employees and agents from and against all claims, causes of action, damages, liability, costs and expenses (collectively, "claims") suffered or incurred by the Member as a result of, or relating in any way, to the Member's access or use of the premises or any of the services. The foregoing release expressly includes without limitation:
 1. all claims for personal injury, death, property damage and/or property loss suffered by the Member while on the premises or while using the services;
 2. all claims relating to business losses, including claims relating to lost or altered data or theft of or damage to the Member computer(s) or equipment;
 3. all claims relating to any other person's use of the premises or the services; and
 4. all claims relating to any act or omission of any person either on or off the premises, and/or while using the services.
 6. **Personal Property.** Gather is not responsible for Member's personal property and/or belongings. Member acknowledges that it is responsible for protecting its computer and/or other electronic devices from viruses, and the Member hereby releases Gather from any liability associated with viruses or other similar harm to its computer and/or other electronic devices.
 7. **Business Losses.** While Gather will maintain the interior and exterior of the Premises for issues related to plumbing, HVAC, electrical, mechanical, and lighting systems, Gather assumes no liability to Members for business losses related to the failure of any of any said mechanical systems.
6. **General Provisions**
1. **Photo Release.** Member authorizes Gather, or anyone acting on its behalf to photograph or record (via video, audio or other digital media) (collectively "Photograph") the Member at any time while Member is on the Premises. Gather may use any Photograph taken of the Member, without payment or other consideration, for any lawful purpose, both internal and external.
 2. **Attorney's Fees.** In the event of litigation, if Gather is awarded a judgment, Member shall pay Gather's attorneys' fees of Thirty Three and One Third percent (33 1/3%) of any balance due, court costs and expenses, incurred in connection with Gather's efforts to collect any unpaid Fees or Charges owed by the Member.

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Members are not entitled to a refund of any fees.

- 3. Independent Parties.** Gather and the Member are independent parties, and neither shall be deemed an employee, partner or agent of the other for any purpose whatsoever. This Agreement, and the Member's membership in Gather, does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party. The Member expressly acknowledges and agrees that its membership is with Gather and that it has no legal or business relationship with any affiliate of Gather or any other person or entity that owns or leases the Premises as a result of such membership or under this Agreement.
- 4. Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 5. Assignment.** The Member shall not assign any of its rights or obligations under this Agreement or relating to its membership with Gather. Gather may freely assign the Member's membership in Gather to any other person or entity without the Member consent or notice.
- 6. Notices.** All notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be sufficiently given as follows:
 - 1. To the Member.** Gather may, in its sole discretion, send all notices required under the House Rules to Member as follows:
 - (a) to the e-mail address designated by the Member when registering with Gather, or such alternative e-mail address as the Member shall designate, in writing, to Gather;**
 - (b) sent by overnight delivery to the non-Gather mailing address designated by the Member when registering with Gather, or such alternative mailing address as the Member shall designate, in writing, to Gather. Gather may, in its sole discretion, determine which form of notice to provide and such notice shall be binding on the Member; or**
 - (c) by posting such information and notices on the Membership Portal.**
 - 2. To Gather:** By sending an e-mail to info@workatgather.com
- 7. Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Virginia, without regard to the conflict of law and choice of law rules of any jurisdiction. All claims, actions and proceedings arising out of, or relating to, the Membership Benefits in Gather, this Agreement, or Member's use of the Premises or the Membership Benefits, shall be commenced and maintained solely in a state court of competent subject matter jurisdiction located in the County of Henrico, Virginia. The Member irrevocably consents to the personal jurisdiction of such courts.
- 8. Waiver of Jury Trial.** Gather, Member, and the Guarantor(s), if any, hereby knowingly, voluntarily and intentionally waive the right they may have to a trial by

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jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party.

9. **Waiver.** No waiver or failure by either party to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions shall be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.
10. **Severability.** If any provision of this Agreement, or the application thereof, is for any reason, and to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid.
11. **Force Majeure.** Gather shall not be responsible for any delay or failure in performance hereunder caused by a pandemic, fires, strikes, embargoes, acts of God, acts of terrorism, or other causes beyond its reasonable control.
12. **Survival.** The provisions of this Agreement which expressly, or by their nature, survive the termination of this Agreement shall so survive.

(The remainder of this page is intentionally left blank)

Schedule A

Membership Terms and Conditions

Any individual, business, or other entity who registers with Gather as a Member, visits the Premises as a guest of Gather or Member, or benefits from Gather's services in any way agrees to be bound by these Terms & Conditions as follows:

1. At all times when the Member is in or around the building in which the Premises are located (the "Building"), the Member shall display professional and respectful conduct and shall not act in any way that may unreasonably disturb other members or occupants of the Building.
2. The Member shall not possess any illegal drugs or substances while in the Building or the Premises.

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3. **The Member shall only consume alcohol on the Premises at times and places that are compliant with Virginia Alcoholic Beverage Control regulations. The Member shall not possess or consume any alcohol on the Premises if the Member is under the age of 21 years and shall not encourage, assist or knowingly permit any person who is under the age of 21 years to possess or consume alcohol on the Premises.**
4. **The Member shall not use the Premises or the Membership Benefits for any illegal or unlawful purposes. The Member shall not commit any unlawful or illegal act while on the Premises or in the Building. Member shall use the Premises for general office use and other similar services only in compliance with all applicable laws, ordinances, and governmental regulations.**
5. **The Member shall comply with all security procedures required or implemented by Gather with respect the Member's use of the Premises and the Membership Benefits.**
6. **Member shall not permit any waste or nuisance upon the Premises, nor shall Member obstruct or interfere with the rights of other occupants. Determination of such rights and resulting penalties, if not otherwise specified, shall be at Gather's sole determination.**
7. **The Member shall safeguard all keys or access codes to the Building or the Premises provided by Gather and shall not duplicate any keys or provide such access codes to any other person or entity. The Member shall be responsible for all costs and expenses incurred by Gather as a result of the theft, or loss of any keys, access codes, parking passes, or other Gather accessories to the Building or Premises provided to the Member.**
8. **The Member shall comply with all security requirements promulgated by Gather from time to time.**
9. **Gather shall have no obligation to police or monitor any use of the Premises or the Membership Benefits by the Member or by any other Members or to screen or vet any Members prior to their access or use of the Premises or the Membership Benefits. The Member is solely responsible for safeguarding its computer, data, and personal belongings.**

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HOUSE RULES

10. **The Member is solely responsible for all personal and business interactions with any other Member and should exercise prudence and discretion in connection with any personal or business relationship with any other Member.**
11. **The Membership Benefits may not be available at all times for the Member's use as a result of technical issues with, or scheduled maintenance or repair of, Gather's networks or equipment and/or the use of equipment and space by other Members. Members are expected to work together in a collaborative and professional manner with respect to use of common space and equipment. Gather is not liable for any loss suffered by a member due to the malfunctioning or unavailability of Gather's equipment.**
12. **If parking is not provided by Gather, the Member shall be solely responsible for arranging for parking in an appropriate designated parking space at the Member's own expense. If Gather provides parking, Member shall only park in spaces designated by Gather. The Member shall not park in spaces designated for guests or tenants of the Premises unless expressly authorized in advance by Gather. The Member should consult a Community Manager if they have any questions about parking.**
13. **The Member will be liable to Gather for all damage to the Premises or any equipment, networks or property owned or used by Gather that is caused by the acts or omissions of the Member or its guests, regardless of whether such damage is caused accidentally or intentionally.**
14. **If Gather provides any food or beverages for the Member's consumption, the Member shall be solely responsible for being aware of any allergic, dietary or other health conditions enable that may affect the Member's ability to safely consume such food and beverages.**
15. **The Member's guests, employees, affiliates, or contractors are expressly bound by the terms of the Membership Benefits and these House Rules inclusive of all documents referenced in this agreement.**
16. **Members may, from time-to-time, invite clients, customers or other guests not working for the same organization as the Member to meet in appropriate spaces. In**

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HOUSE RULES

general, people who work in the same organization as the Member or people who are collaborating with the Member on revenue generating projects must have a day pass or be Members themselves to be in the space. Members shall be permitted to invite guests to special events provided however that these events must be preapproved by a Community Manager. The Member shall be solely responsible and liable for the acts and omissions of all of its guests and any other person whom the Member invites to the Premises or permits to use any of the Membership Benefits. Notwithstanding the above, Gather recognizes that the decisions regarding which persons must have a day pass or be a Member to be in the space and which persons do not is a nuanced issue. As such, Community Managers shall have full authority to make the final decisions regarding this issue for their respective spaces.

17. Member shall not make any alterations, additions or improvements to the Premises without the prior written consent of Gather. Member shall take good care of the Premises and repair in a good and workmanlike manner all damage and injury to the Premises and fixtures required as a result of Member's carelessness, misuse, or neglect, or as a result of damage or defacement of the building, or any part hereof by reason of Member's occupancy or the actions of its agents, employees, visitors, contractors, assignees or licensees.
18. Any alteration, additions or improvements made by Member to the Premises shall become the property of Gather.
19. Should Gather provide Member with furniture or equipment, Member shall return said furniture or equipment to Gather upon termination of the Membership Benefits in the same condition they were provided.
20. Whenever any breakage or damage occurs to either the Premises or the building or property of which this Premises is a part, Member shall immediately notify Gather who shall cause same to be repaired or replaced at Gather's expenses, unless such damage is Member's or their guest's or their affiliate's fault, as specified elsewhere in this Agreement, in which case such repair expenses shall be borne by Member. Should Member fail to perform such repairs or replacements, Gather may do so after 10 days notice, and the cost of such repairs or replacements shall become collectable as additional payments hereunder and shall be paid by Member within 10 days after presentation of a statement thereof.
21. Member may install Member's sign in the place so designated on the Premises,

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HOUSE RULES

provided that such sign shall be subject to Gather's prior written approval as to material, color, design, and content. Member will not, without the prior written consent of Gather in its sole discretion use or permit the walls, roof, or any other part of the Premises to be used for advertising purposes.

Schedule B

Network & Privacy Policy

1. Gather seeks to protect the privacy of its Members and other users of the Website. The information collected by Gather, and how such information is used and disclosed by Gather is described in, and subject to the terms of, Gather's privacy policy. **BY REGISTERING AS A MEMBER OF GATHER OR USING THE PREMISES, THE SERVICES OR THE WEBSITE, THE MEMBER EXPRESSLY CONSENTS TO GATHER'S USE AND DISCLOSURE OF THE MEMBER'S INFORMATION AS DESCRIBED IN THE PRIVACY POLICY. THE MEMBER FURTHER ACKNOWLEDGES AND AGREES THAT GATHER CANNOT GUARANTEE THAT OTHER PERSONS, INCLUDING OTHER MEMBERS OF GATHER USING THE SERVICES, WILL NOT BE ABLE TO ACCESS OR USE ITS INFORMATION. THE MEMBER'S USE OF THE SERVICES IS AT ITS SOLE RISK.**
2. In connection with the Member's use of the Services, if the Member gains access to information that is owned by, created by, developed by, or otherwise proprietary to, Gather or its affiliates ("Confidential Information"), the Member shall hold all Confidential Information in strictest confidence and shall not disclose, use, or publish any Confidential Information. The Member agrees to safeguard all materials containing or incorporating any Confidential Information, whether written or otherwise, and agree not to copy, duplicate, display or distribute such materials. The Member acknowledges and agrees that it will not knowingly attempt to access any Confidential Information or any confidential or private personal or business information relating to any other member of Gather who uses the Services.
3. The Member shall not use any of the Membership benefits, equipment or Gather Network:
 1. In any manner that (a) damages, disables, overburdens, impairs, or should reasonably be expected to damage, disable, overburden, or impair, any

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HOUSE RULES

Gather network, network infrastructure, any network(s) connected to any Gather network or computers, and/or any equipment or property of Gather; and/or (b) unreasonably interferes with any other Members' use and enjoyment of any Membership Benefits.

2. **To gain, or attempt to gain, unauthorized access to the use of any Membership Benefits (including any computer or telecommunication Membership Benefits) except in the manner and by the means expressly authorized by Gather.**
3. **To access, or attempt to access, any account, computer, computer systems, software or networks of Gather or any other Member of Gather through hacking, password mining or any other unlawful or unauthorized means.**
4. **For, or in connection with, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise), or to commit any act in violation of the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM).**
5. **In any manner to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of any other person or entity.**
6. **To publish, post, upload, distribute or disseminate any inappropriate, offensive, profane, defamatory, obscene, indecent, violent, or unlawful materials or information.**
7. **To upload, post, download, distribute, access, make available, or use any files, software or materials that are owned by third parties or otherwise protected by intellectual property laws, including without limitation, copyrighted materials (such as music files) and materials protected by trademark, patent or trade secret laws, unless the Member owns or controls the rights thereto or have received all necessary consent to take the actions undertaken by the Member with respect thereto.**
8. **To upload, post, download, distribute, access, make available, or use any files, software or materials that contain viruses, or any other similar software or programs that may erase or alter data, or otherwise damage the business interests of others.**
9. **To harvest, disseminate or collect information about any other person (including any other Member), including email addresses, without the authorization or consent of such person.**
10. **To create a false identity or otherwise for the purpose of deceiving or misleading others.**
11. **In any manner that violates the proprietary, contractual or intellectual property (including patent, copyright, trademark or trade secret) of Gather or**

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HOUSE RULES

any other person or entity.

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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.