

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 Executive Offices Starting at \$505!

1. Licensed Space and Services. Licensor grants to Licensee a non exclusive, revocable at will, non-transferable license to access the space / suite # referred to above (the "Licensed Space") solely for

general office use in the conduct of Licensee's business, together with (i) the desk(s), file cabinet(s), chair(s), and any other furniture therein which licensee shall not remove without prior written consent,

(ii) the right to use in common with others the common areas including the hallways, conference rooms, reception area, bathrooms, and pantry area (iii) the amount of phone lines specified above with

unlimited calls within the continental US, and (iv) access to high-speed Internet service for the amount of

offices specified above via outlets supplied by licensor. Licensee agrees to use such licensed space &

services in accordance with & complying with all local city, state, federal, and other governmental laws &

regulations concerning all business activity. Licensee shall have no real property interest in or other rights

to the office and agrees to take the office as is. Licensor agrees that it shall not permit any other licensee

of the building to use or occupy the office or any portion of it during the Term, unless otherwise

permitted by this License. Licensee is not permitted to use or occupy any other workstation or office

without the consent of the licensor. Licensee acknowledges that Licensor has the right to access licensed

space at will and show licensee's space at any time and that Licensor retains absolute control over the

premises. Licensee is not permitted to use the public space as additional storage space.

2. Term. The initial term of this Agreement shall be for the period stated on the license agreement (or

subsequent renewal agreements) (the "Initial Term"). Upon expiration of the Initial

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HOUSE RULES

Term, this Agreement shall continue on a month-to-month basis at the license fee specified in Section 3 herein (the "Monthly Term," and together with the Initial Term, the "Term"), unless notice otherwise is given by Licensors to Licensee, or Licensee provides proper Move Out Notice (as hereinafter defined). A Licensee may only terminate a Monthly Term, or terminate this Agreement at the end of the Initial Term, by sending Licensors a "Move Out Notice" identifying a proper termination date, as follows: (i) such date must be on the last day of a calendar month, and (ii) the minimum time until such date is as follows:

Licensee Fees Totaling: Under \$900 – 45 days notice
Under \$1,950 – 60 days notice
Above \$1,950 – 90 days notice

A Move Out Notice must be unequivocal and may not be part of another condition or request or a statement of license that they will be taking another office. In the event the agreement expires on a weekend or national holiday, the last day of the agreement shall be the last business day of the month.

Licensee must vacate the licensed space prior to 1:00 pm on the last day of the agreement, as described above. In the event the licensed space is not ready due to the previous licensee, or any other reason, Licensors shall credit licensee for unused time of licensed space (i.e., until the previous licensee vacates) and Licensors shall not be held responsible for any other damages. Licensee acknowledges that this may happen from time to time and is not in the hands of Licensors. A previous licensee is deemed to have vacated when (1) of all such licensee's property has been removed from the Licensed Space, and (2) such licensee's office keys have been returned to Licensors. In the event licensee moved in prior to the start date listed on the agreement, licensee shall pay the additional pro-rated fee for each day additional day used.

3. License Fee. Licensee shall pay to Licensors each month of the Initial Term in the amount stated above

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HOUSE RULES

(the "License Fee"). Prior to or upon execution of this Agreement Licensee shall pay the balance of the initial deposit of the License Fee for the first month and the service deposit agreed to. Failure by licensee to pay such balance prior to the start date will (i) delay move in at licensee expense and (ii) may result in Licensee's default of this agreement. The License Fee shall be payable on the first day of each month thereafter for the duration of the Term without any notice, offset, demand or deduction. Licensor reserves the right to refuse any payment method other than standard business checks. IT IS EXPRESSLY UNDERSTOOD THAT ANY PAYMENTS MADE UNDER THIS AND ALL SUBSEQUENT AGREEMENTS IN THE FORM OF CREDIT OR DEBIT CARDS SHALL BE CHARGED A 3.5% CONVENIENCE FEE. Upon expiration of the Initial Term, and if this Agreement has not been properly terminated, the License Fee shall automatically increase by the percentages & time intervals listed on the License Agreement under 'Automatic Escalations,' unless Licensor increases the fee as provided herein or the parties reach a new license agreement. If the Initial Term is longer than 1 year, then additional increases may be specified on the License Agreement under Additional Notes. The License Fee shall be prorated only for the first month of the Initial Term. The License Fee after the Initial Term shall not be prorated at all. Licensee is encouraged to secure a new license agreement with Licensor for the period after the Initial Term (the "New Agreement"). If the parties do not enter into the New Agreement, then Licensor, in its sole and absolute discretion, may increase the License Fee for any period after the Initial Term by as much as 30% of the License Fee then in effect (the "New Fee"). The New Fee shall be effective seven (7) days after Licensor provides notice of such increase (and can take effect as early as the day after the Initial Term expires). The New Fee shall remain in effect until the sooner of (i) the execution of New Agreement and (ii) if Licensee elects to terminate the Agreement, then the earliest termination date

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that could be set by proper Move Out Notice. The New Fee is subject to additional automatic increases or New Fee increases.

4. Use. Employment & training agencies which interview potential clients within the office space & charge application fees on site are strictly prohibited. If discovered that licensee is in fact performing such practices, licensee shall be in default as per default paragraph below. An interview shall be defined as having a meeting and providing an application form or questionnaire for someone to fill out.

5. Setup Fees. Licensor and Licensee acknowledge that Licensor incurred \$995 in preparing the Licensed Space and other services for Licensee ("Setup Fees"). Licensor and Licensee further acknowledge that

Licensor incurred a placement fee in the amount equal to 10% of all License Fees due during the first 12

months of Licensee's use of the Licensed Space (regardless whether such use is longer or shorter)

("Licensor's Placement Fee"). Unless specifically stated otherwise on the agreement, Licensor agrees to

waive the Setup Fees and Licensor's Placement Fee as a courtesy to Licensee; provided, however, that if

Licensee breaches any provision of this agreement, or if an Event of Default (as defined in section 18

herein) occurs, then such Setup Fees and Licensor's Placement Fee shall automatically be reinstated and

become immediately due and payable by Licensee. The Setup Fees and Licensor's Placement Fee shall be

in addition to, and not instead of, any damages available under Section 18. This provision applies

regardless of whether Licensee's breach or Event of Default occurs during the Initial Term or Monthly Term.

6. Guests, Meetings, and Meeting Rooms. Licensee warrants that they will not have more than 30 visitors

per month. Furthermore, due to the nature and size of the general office environment, shall not have

visitors that wait longer than 5 minutes in the waiting area. Licensee understands that such rules are for

the benefit of all Licensees and required in order to maintain a professional environment for the other

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clients within the premises. Should Licensor determine, at its sole discretion that licensee's visitors are overwhelming and cannot be handled in the waiting room then Licensor may have such visitors wait in the meeting rooms available and charge Licensee at the then current rate for such room. Licensee shall also have access to all meeting & conference rooms available at their center, if so available, at the then standard rates. Any non-licensee which visits the office space must request licensee by either the name of the company or the personal name on the agreement. Otherwise, they will be turned away. If Licensee has any meeting room credits on their account, such credits can only be used for intervals under 90 minutes and not more than 90 minutes per day. Any time slot used beyond the 90 minute period within 1 day will be billed at the center's standard rates.

7. Telephone & High-Speed Internet Service. Licensee agrees to refrain from abusing or sharing the high-speed Internet service. Licensor may bill licensee to correct any problems caused by licensee's usage which may effect

other licensees. Licensee understands that telephone & internet services is an inherently complex services with many points of failure and that there may be outages or periods of low voice quality or slow transfer speeds. Licensee agrees that any such failures, outages, or periods of low transfer speed shall not entitle Licensee to a reduction in its License Fee. Upon expiration of this agreement, if phone service shall continue to be provided by Licensor, Licensee shall continue to be responsible for such line charges as published on Licensor's web site until transfer of lines to licensee's new account shall be completed. Internet based phones are prohibited from use within licensed space.

Any problems encountered will not be supported by licensor and licensor shall not be responsible whatsoever for any damage caused by such problems; regardless of whether any changes have been made to the network by licensor.

8. Mail Service: Licensor and its agents shall handle all incoming mail for licensee. Licensee acknowledges that unless otherwise requested in writing, licensor & its agents shall sign on behalf

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of licensee for any certified mail or mail which requires such signature. Licensee agrees that any packages which may not fit in licensee's mailbox may be left in licensee's licensed space by licensor or its agents.

9. Assignment. Licensee may not assign or allow others to use licensed space without written approval.

10. Relocation. Licensor may relocate Licensee to an equivalent space within the Leased Premises upon providing 10 business days prior written notice. Licensee shall not incur an increase in the License Fee or any relocation expense. If keys are not picked up within 1st 4 weeks of Initial term, notice period shall be waived.

11. Insurance. Licensee shall, upon demand by Licensor, provide Licensor with a Certificate of Insurance naming Licensor as an additional insured. The policy shall insure Licensee for \$1,000,000 combined single limit for bodily injury and property damage and shall be issued by an insurance company licensed to do business in State of the licensed premises. In addition, Licensee indemnifies and holds Licensor and Main Landlord harmless from any property damage or personal injury caused by Licensee, its agents, employees, invitees or guests, including the costs of defense from any claims arising therefrom. In the event of a property loss, both Licensor and Licensee will recover from their respective insurance carriers regardless of which party was at fault, and each party agrees that it will not seek to recover damages against the other or against the other's insurance carrier, and the insurance carriers shall have no right of subrogation.

12. Alterations. Licensee may not make any changes, alterations, or improvements to the Licensed Space, the Leased Premises or the Building without prior written consent of licensor. Should any changes be made with licensors approval, licensee shall bring office back to its original condition prior to vacating unless otherwise stated by licensor. (i.e. painted back to original color, patching of any holes from brackets installed, etc, etc). Should any changes & alterations be made with licensors approval, licensor may request an increase in service deposit by licensee should the cost to bring the office back to

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the original condition
exceed the cost of 1 month license fee. The cost to bring the licensed space back to original condition shall
be determined by licensor.

13. Utilities. Licensed Space is designed to provide standard office use and lighting. Licensee shall not use
any devices that utilize excessive electrical energy, in the sole opinion of Licensor. Licensee acknowledges
that electrical power fluctuates during normal usage and agrees that it shall supply its own surge protectors
and any other necessary equipment for protection of its equipment against spikes or dips in electrical
power. Licensee agrees that Licensor is not responsible for any damage to equipment suffered as a result of
normal or abnormal electrical conditions.

13.1. Heat / Air Conditioning. Licensor will supply the office with functional heat & air conditioning when
required by law, during normal business hours (9am to 5pm).

14. Late Charge & Returned Check Fee. In the event that any payment required to be made by Licensee is
not made within two (2) business day after the due date, Licensee shall pay a late charge of ten percent
(10%) of the overdue amount plus fifty (\$50) dollars as a service charge for handling late payments. The late
charge is in addition to other remedies available to Licensor provided elsewhere in this Agreement upon a
default by Licensee and shall be due whether or not notice or statement is provided by Licensor. A Fifty
Dollar (\$50) charge will be payable by Licensee for any bounced or returned check.

15. Service Deposit. Upon the execution of this Agreement Licensee shall deposit with Licensor a Service
Deposit in the amount specified above for the faithful performance by Licensee of the terms and provisions
of this Agreement. SERVICE DEPOSITS MAY NOT BE USED TOWARDS THE LAST MONTH'S LICENSE FEE.
Failure to pay last month's licensee fee in full will result in defaulting under this agreement and the
complete forfeiture of service deposit and licensee shall still be liable for the last month's Licensee Fee. In
such event, no notice shall be required by Licensor. Notwithstanding the above, In the event Licensee

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defaults in the performance of any of the terms and provisions of this Agreement, Licensors may use, retain or apply the whole or any part of the service so deposited to the extent required for the payment of any sums as to which Licensee is in default or for any sum which Licensor may expend by reason of Licensee's default. If Licensor uses, retains or applies any part of the deposit so deposited, Licensee, within three (3) days after receipt of notice from Licensor, shall deposit with Licensor the amount so used, retained or applied so that Licensor shall have the full security on hand at all times during the Term. In the event license fee payment made by licensee is not made within the given time frame described in paragraph 14 above on more than one (1) occasion, licensor may request additional service deposit to be paid by licensee. In the event that Licensee shall fully and faithfully comply with all of the terms and provisions of this Agreement and fulfills the entire term thereof, the deposit (minus any outstanding charges) shall be returned via mail to the address provided by licensee to Licensee after the end of the Term and delivery of the Licensed Space to Licensor. From time to time Licensor may request that Licensee increase its Service deposit in order to match the then-current License Fee. Upon a request, Licensee shall deposit with Licensor the amount of money required to make the Service deposit equal to the License Fee within five (5) business days. The deposit will only be returned to the company name listed on the agreement; not to any individual within the company, alias, affiliated party, friend, or other affiliate. Any request for otherwise, shall be granted at the discretion of the Licensor.

16. Non-solicitation. Licensee agrees that (i) Licensee shall refrain from sharing office space within the same County of the premises with other licensees of Licensor's services and (ii) licensee shall refrain from renting space directly from the licensor's landlord without the express permission of licensor. This clause shall survive termination of this Agreement and remain in effect for twelve (12) months thereafter.

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17.No Hire. Licensee acknowledges that finding, hiring and training employees is time consuming and expensive and agrees that it will not, during the term of this Agreement, or within one year afterwards, hire any person who has been an employee of Licensors. If Licensee violates this paragraph, it will be liable to Licensors for liquidated damages in an amount equal to six months' wages of the employee, at the rate last paid that employee by Licensors.

18. Signs. Licensee shall not place or allow any signs to be placed on the Licensed Space, the Leased Premises or the Building without the prior written consent.

19.Default. (a) It shall be an Event of Default hereunder if (i) Licensee fails to pay the License Fee or make any other payment hereunder within three (3) days after such payment becomes due; (ii) if Licensee is late in paying the License Fee more than twice within any 12 month period; (iii) Licensee defaults under any other provision of this Agreement and fails to cure such default within seven (7) days after written or emailed notice of such default is sent to Licensee by Licensors; (iv) Licensee abandons, vacates or deserts the Licensed Space prior to the termination of this Agreement (as per section 27); (v) Licensee conducts business which is illegal in accordance with local city, state, or federal laws, rules or regulations or; (vi) Licensee defaults as per ii above on more than one occasion. (b) Upon an Event of Default, Licensors may exercise any and all rights and remedies available at law or equity including, without limitation, sending a notice immediately terminating this Agreement, by either email or in writing. This Agreement shall immediately terminate upon the sending of such notice, without Licensors being liable for such termination or for

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TKO SUITES TERMS AND CONDITIONS

Updated_112923 Initials_____

damages of any sorts. (c) Upon any termination of this Agreement, including without limitation, by lapse

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of time, Licensors' revocation or Licensors' election to terminate this Agreement due to an Event of

Default: (i) Licensors, without any notice, may terminate the phone, internet, electrical service, mail

handling, and other services being provided to Licensee; (ii) Licensors may immediately use peaceful self-help to re-enter and recover possession of the Licensed Space and take possession thereof (by whatever

means necessary) and that Licensors shall not be required to seek a court order or to provide due process,

before removing Licensee or any of its possessions or property from the Licensed Space; (iii) Licensors may permit others to use the Licensed Space and deny Licensee access to such space without releasing

Licensee from any of its obligations hereunder; and (iv) any other remedies available to Licensors at law or

equity. Licensee shall thereafter have no further right to use the Licensed Space and all rights to services

hereunder shall end and Licensee shall thereafter make no further use of the Licensed Space other than

for the purpose of promptly removing any property located therein belonging to Licensee. (d) The

Licensors and Licensee agree that quantifying the actual damages arising from a termination of this

Agreement for an Event of Default is inherently difficult insofar as, among other things, Licensors may

have to locate a replacement occupant in a compressed timeframe, thereby impacting Licensors' ability

to charge the market rate, and Licensors may incur various fees such as for brokers, new setup fees,

service fees, legal fees and other administrative fees. The Licensors and Licensee accordingly agree that,

upon the termination of this Agreement for an Event of Default, Licensee shall be liable and pay as

liquidated damages, the greater of (x) the unrealized License Fees due over the remaining Term of this

Agreement, or (y) an amount equal to two (2) times the monthly License Fee then in effect; plus any

attorneys' fees (as provided in section 29 herein) and Setup Fees and Licensors'

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Placement Fee (as provided in section 5 herein). These damages are available regardless of whether the default occurred during the Initial Term or any Monthly Term. Licensee acknowledges that these liquidated damages are a fair and reasonable estimate of the damage that Licensor will incur, and not a penalty. If a Court finds that such liquidated damages are unenforceable, Licensee shall be responsible for all damages and costs available at law or equity and as provided in this agreement, including without limitation, attorneys' fees, set up fees, broker fees (for both the Licensee and the replacement occupant), service fees and other administrative fees. (e) For each month or portion thereof that Licensee occupies the Licensed Space (or any other space or services provided or belonging to the Licensor) after the termination of this Agreement, whether by lapse of time, an Event of Default, or Licensor's revocation, and without the written consent of Licensor, Licensee shall pay Licensor, as liquidated damages, an amount equal to three (3) times the License Fee, plus any attorneys' fees, if any, as provided in section 29 herein; provided, however, that if this Agreement was terminated due to an Event of Default, then Licensee shall pay as liquidated damages for its continued occupation of the Licensed Space an amount equal to two (2) times the License Fee until the date on which this Agreement would have terminated had there not been an Event of Default, and then three (3) times the License Fee for such period of time thereafter. Failure of Licensee to remove its property from the Licensed Premises shall be deemed to be occupation thereof. Licensee agrees that these liquidated damages are a fair and reasonable estimate of the damage that Licensor will incur, and not a penalty. Any payments made by Licensee upon termination of this Agreement may be applied to such liquidated damages and in no way indicate that Licensee has right to use space, regardless of whether Licensor has deposited payments received. (f) Any credits, free services,

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or other incentives provided to licensee as an inducement for licensee to sign this agreement with
licensor shall be reversed and payable immediately in the event of default. If the value for [free or discounted] services provided is not listed on this agreement, such fees will be indicated within the House Rules & Fees and available to licensee at any time. Such fees shall be payable in addition to the other fees & liquidated damages, mentioned above.

20. Revocation at Will: This license is not intended to create a lease or any other interest in real property in favor of licensee, but merely creates a license revocable at will by licensor. Licensor retains the right to revoke licensed space at any given time. In the event Licensor uses such rights during the Initial Term, and when Licensee is not in default as per the conditions herein, Licensor shall compensate Licensee for 15% of unrealized License Fees over the remaining Term of the Agreement. No such payment is due from Licensor if it exercises these rights during any Monthly Term. If Licensee is not in default of this Agreement, Licensee may cancel this Agreement during the Initial Term and compensate Licensor for 50% of unrealized License Fees due over the remaining Initial Term with minimum notice requirements described in paragraph 2, with no additional liability. In such event deposit shall be forfeited. In such event, client must vacate within the standard notice period time had the agreement been 'Monthly'.

21. Maintenance and Repair. Licensee shall maintain the Licensed Space in a good, clean and safe condition and shall on the expiration or earlier termination of the Term, and surrender the Licensed Space in good condition and repair. Licensee at its expense shall repair all damage, injury or deterioration to the Licensed Space due to Licensee's lack of ordinary care or changes to license space (i.e. hanging pictures, painting, etc).

22. Subordination. This Agreement is subject and subordinate to the Main Lease and to any mortgages now or hereafter affecting the Building. Licensee agrees to observe the terms of the Main Lease insofar as they affect the

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Licensed Space and to execute any further instruments which Main Landlord may deem necessary or desirable to effect the subordination of this Agreement to the Main Lease or any mortgage. This Agreement shall automatically terminate upon any termination of the Main Lease and Licensee shall vacate the Licensed Premises.

23. No Interest in Real Property. This Agreement is not intended to create any interest in real property or any leasehold estate in favor of Licensee, but merely creates a non-exclusive license, revocable at will, in accordance with the terms hereof, and Licensee waives any notice to quit, notice to vacate, notice of intent or similar notice that would otherwise be required by law if any interest in real property were created by this Agreement. The parties agree that there exists no landlord/tenant relationship between the parties hereto and agree that any dispute shall not be brought to NYC housing court.

24. Notices. The following notices shall be deemed sufficiently given by Licensor to Licensee: notice given

(1) by registered or certified mail, return receipt requested or by nationally recognized overnight courier, addressed to the parties at the Building, (2) email, or (3) in writing, delivered to Licensee at the office.

Each party may designate in writing any other address to which such party's notice is to be sent. Any notice given by licensee to Licensor must (1) be given in writing and (2) must be sent by certified mail, return receipt requested, and (3) addressed to the attention of the manger listed on agreement.

25. No Broker. Licensee represents that licensee has dealt with no broker in connection with the licensing of the offices provided above.

26. Credit Check. Licensee hereby authorizes Licensor, from time to time, to perform a credit check on the applicant and any principals of the applicant.

27. Damage. Licensor shall not be liable for, and Licensee waives all right of recovery against Licensor for, any damage or claim with respect to any injury to person or damage to or loss or destruction of any property of Licensee due to any act, omission or occurrence in or about the Leased Premises or the

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Building. Without limitation of any other provision hereof, Licensee agrees to indemnify, defend, protect and save Licensor harmless from and against all liability to third parties arising out of Licensee's use and

occupancy of the Licensed Space or actions or omissions of Licensee, its guests and invitees. Licensee further agrees that all property of Licensee within or about the Licensed Space, the Leased Premises or the Building shall be at the sole risk of Licensee.

28. Limitation of Liability. Licensee acknowledges that neither center, nor landlord, or any affiliates, shall be responsible from the failure of center to furnish any service, including but not limited to the services of conveying messages, communications, phone or internet service, or utilities services. Client's sole remedy

and center's sole obligation for any failure to render any service or delay or interruptions in any service shall be limited to the adjustment to client's bill in an amount equal to the charge for such specific service billed

for, for the period during which the failure, delay, or interruption occurred. WITH THE SOLE EXCEPTION OF THE REMEDY DESCRIBED ABOVE, CLIENT EXPRESSLY AND SPECIFICALLY AGREES TO WAIVE,

AND AGREES NOT TO MAKE, ANY CLAIM FOR DAMAGE, DIRECT OR CONSEQUENTIAL, INCLUDING

WITH RESPECT TO LOST BUSINESS OF PROFITS, ARISING OUT OF ANY FAILURE TO FURNISH ANY

SERVICE, AN ERROR, OR OMISSION WITH RESPECT THERETO. In the event client is not locked into a

long term contract and the minimum notice requirements as per the Term Paragraph are in effect (meaning

client may leave at any time with sufficient notice requirement), then CLIENT EXPRESSLY AGREES THAT

IN NO EVENT WILL CLIENT MAKE ANY CLAIM WITH REGARD TO BREACH OF CONTRACT TO

VACATE OFFICE PRIOR TO THE TERMINATION DATE IN ACCORDANCE WITH THE TERM

SECTION ABOVE. Client further agrees that any such attempt made with the failure to make final months'

payment will result in the forfeiture of the security deposit as described in the

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Security Deposit clause above.

29. Abandonment / Abandoned Property. Should licensee abandon property or the Licensed Space, Licensors

has the right to take back possession of the Licensed Space immediately and shall be entitled to grant the

use of the licensed space to a new licensee. Licensee shall be deemed to have abandoned property or the

Licensed Space if: (1) no payments were made within a 50 day period, and at the expiration of such period

there should be a balance due to licensor; or (2) licensee returns the key to the Licensed Space; or (3)

Licensee removes substantially all of its property from the Licensed Space (regardless of whether the keys

are returned); or (4) Licensee fails to make initial move in payment as per section 3 of the terms. Re-

licensing space by licensor shall not, by any means, forgive licensee from whatever fees which shall be due

over the remaining Term of the agreement nor shall any notice be required by licensor to re-license the

space in such events. Any equipment or other property of Licensee after such abandonment or at the

expiration or earlier termination of the agreement shall be considered abandoned and Licensor shall have

the right, without notice, to dispose of the same in any manner at Licensee's expense and shall not be

accountable to Licensee therefore.

30. Rules, Regulations, And Fees. Licensee agrees to abide by the Center's House Rules & Fees and such

reasonable rules and regulations as may be adopted by Licensor. Center's Rules shall include all fees for

services offered by the Licensor excluding the monthly Licensee Fee. Licensee may request a copy of the

Center's Rules at any time. The Center's Rules of the space are required to maintain a safe office

environment and thus may change from time to time. Licensor may update House Fees at any time.

30.1. General Consideration / Acknowledgement. It is agreed that in order to have a conducive work

environment to both, the licensor and licensee, the licensee shall maintain a standard

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HOUSE RULES

level of respect to other licensees within the office space. In the event that the licensor receives 3 or more complaints from other licensees within the office environment, the licensee shall be in default of the agreement.

31. Attorneys' Fees; Arbitration Fees; Other Costs. If a litigation or arbitration arises out of or in connection with this Agreement, and if Licensor is the prevailing party in any such litigation or arbitration, then Licensee shall pay all expenses incurred by Licensor, including without limitation, Licensor's actual attorneys' fees (including those fees incurred attempting to collect any award), administrative fees, and the fees charged by NAM. Licensor shall be deemed the prevailing party if (a) it asserted that Licensee breached this Agreement, and the court or arbitrator determines a breach has occurred (regardless of the remedy, if any, imposed); or (b) Licensee asserted that Licensor breached this Agreement, and the court or arbitrator determined such a breach has not occurred. If an arbitration is held and the Licensor is not the prevailing party, then the parties agree to each pay fifty-percent of all fees.

32. Governing Law; Venue; Arbitration. This Agreement shall be governed and interpreted by the Laws of the State of which the premises are located, without regard to its conflicts of laws rules. Licensee agrees that any dispute between the parties hereto, relating to or arising out of this Agreement, shall be submitted to arbitration at the Licensor's sole election as an "Arbitration based on Written Submissions" before National Arbitration and Mediation (NAM) in accordance with its rules for such arbitrations. Licensor's election to arbitrate may be made at any time prior to Licensor commencing an action in court, or, if an action is commenced by Licensee, at any time prior to Licensor's last day to answer or otherwise respond to a summons and/or complaint. Should any claim proceed as an action in court, the venue shall be the County of which the premises are located. You agree that any summons and complaint or other process to commence any litigation by us may be properly served if mailed by certified mail to your address as set forth herein (or any other address you provide to us in writing for such purpose).

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HOUSE RULES

33. Severability. If any provision of this Agreement or the application thereof shall be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted.

34. Binding Effect. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, successors and permitted assigns of the parties hereto.

35. Non-Waiver. All waivers must be in writing and signed by the waiving party. Licensors failure to enforce any provision of this Agreement or its acceptance of any payments shall not be a waiver and shall not prevent Licensors from enforcing any provision of this Agreement in the future. No receipt of money by Licensors shall be deemed to waive any default by Licensee or to extend, reinstate or continue the Term.

36. Updates to Terms: Licensee grant licensors the ability to update these terms and conditions from time to time. Such updates will be signed by licensee and shall replace previous terms and conditions signed by licensee.

37. Miscellaneous. Notwithstanding anything to the contrary herein contained, it is expressly agreed and understood as follows: (i) this agreement is a license and not a lease, (ii) this License can be terminated by and is revocable at will, by licensors as per terms described hereto, (iii) Licensee does not have any exclusive possessory right or interest in the office, (iv) this License is non-transferable by licensee, (v) the licensee has limited access to the office, (vi) the license fee reflects consideration for a license and not a lease, (vii) Licensors has the right to deny licensee access to the office, enter the office and exercise self help remedies without court approval in enforcing its rights where Licensors has (a) revoked the License and the Term has been terminated early, or (b) Licensee is in default and the Term has been terminated early, and (c) as otherwise may be provided herein, and (viii) Licensee specifically covenants and agrees, for Licensors benefit, and as material condition to this agreement that: (a) neither this license nor any of Licensees rights in connection herewith shall constitute a lease, whether of the office or otherwise; (b) Licensee shall not bring

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any action against Licensor or interpose an defense against Licensor based upon the theory that this License constitute a lease; and (c) Licensee expressly waives any substantive or procedural rights that licensee may have that are predicated upon the rights of a tenant of real property. Upon signing this agreement, licensee shall coordinate a time to pick up keys from licensor with a minimum of 24 hour advance notice.

35. Guaranty: In order to induce Licensor to enter into this agreement and in consideration of licensor's entering into this agreement, _____ shall hereby personally guaranty to Licensor and it's successors and assigns the full and faithful keeping, performance and observance of all the covenants, agreements, terms, provisions and conditions of this license agreement provided to be kept, performed and observed by Licensee.

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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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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.