

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

1

## DEFINITIONS

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

2

## AGREEMENT

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

3

## HOUSE RULES

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

4

## LICENSE TERMS

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

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# 1

## DEFINITIONS

AGREEMENT DATE

### GUEST:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

### SPACE DETAIL:

NAME

SPACE TYPE:

MAX OCCUPANCY:

SIZE (SQ FT):

### TERM:

START DATE:

END DATE:  
(Optional)

CANCELLATION TERMS

MINIMUM TERM

### HOST & BUILDING:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

### FEES, DEPOSIT AND TAXES:

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

MONTHLY CHARGE

SETUP CHARGE

DEPOSIT

TAXES

### MARKETPLACE SERVICE:

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

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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.

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## HOUSE RULES

### House Rules for Industrious - Seaport

These House Rules are issued by Industrious as Host and are incorporated by reference into the DASH License Agreement between Host and Guest. In the event of a conflict between the DASH License and these House Rules, the House Rules will control with respect to operational matters. Capitalized terms not defined herein have the meanings given in the DASH License.

1. Office Space and Services

a. Office Space. Subject to these House Rules, Industrious will permit Guest to access and use the office space as specified in the LiquidSpace booking confirmation (the "Office Space"), located at the property, building, or space owned, leased, managed or otherwise controlled by Industrious as specified in the LiquidSpace booking confirmation (the "Premises").

b. Start Date. Industrious will use commercially reasonable efforts to make the Office Space available to Guest as of the date specified in the LiquidSpace booking confirmation. If Industrious is unable to make the Office Space available on the date specified, the "License Start Date" will mean the date Guest actually receives access to the Office Space. Industrious reserves the right to relocate, reduce or increase the size, number, or configuration of the Office Space from time to time, in which case Guest will be notified through the LiquidSpace platform and appropriate adjustments will be made to the booking. Industrious will provide Guest with reasonable advance written notice should changes to the Office Space or License Start Date be necessary.

c. Services. The Premises will include standard power outlets, common area restrooms and a common area kitchen. Industrious will use good faith efforts to provide certain services (collectively, the "Services"), such as access to and use of shared internet connection and printers/scanners and other services as may be described in these House Rules or as posted at the Premises. Any or all of the Services may be provided by Industrious, an affiliate of Industrious, or any third party service provider designated by Industrious from time to time in its sole discretion. All Services, other than shared internet connection and printers/scanners, may be added, deleted, or changed at any time at the sole discretion of Industrious, with or without prior notice to Guest.

d. Business Hours. Business hours for the Premises may vary by location; the hours of operation in effect will be posted at the Premises or otherwise made available to Guest. Industrious reserves the right to close the Premises in its sole discretion, including but not limited to on national holidays and on days with inclement weather. Certain Services may be available only during regular business hours, excluding holidays. The Premises may be accessible outside of business hours using the key card assigned to Guest, in accordance with the procedures set forth in these House Rules or as posted at the Premises.

e. Software. In order to receive certain Services (including but not limited to access to the network, shared printing, etc.), Guest may be required to install on Guest's computer device certain drivers or software tools ("Software"). Guest acknowledges and agrees that Software may be owned, controlled, or provided by third parties, and that the installation or use of any Software may be subject to separate licenses, terms, conditions, or restrictions ("Third Party Software"). Industrious is merely a reseller of Third Party Software and is not the vendor of said Third Party Software. Industrious provides no warranties with respect to the Software (even if provided by or through Industrious), and as a condition of use of the Software, Guest, on behalf of itself and its employees, agents, and invitees, waives any claim against Industrious, its affiliates, and any person acting on behalf of Industrious or its affiliates arising from or in conjunction with the installation or use of such Software.

f. Mail and Deliveries. Industrious will not be responsible for any items received on behalf of Guest. If Guest expects a special delivery or package, Guest must provide Industrious with reasonable notice and instructions, if necessary, in order for Industrious to accept such delivery. If Guest's booking package includes a monthly

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## HOUSE RULES

allowance of conference room hours, such monthly allowance will not be rolled over from one month to the next. g. Maintenance.Â Industrious will use commercially reasonable efforts to maintain the Premises in good functional condition; provided that Guest is and will remain responsible for, and will indemnify, defend and hold harmless Industrious, Landlord (as defined hereunder), and their respective affiliates for any and all damage to the Office Space, Premises and/or the building in which the Premises is located, exceeding normal wear and tear, caused by Guest or its agents, employees and invitees, and for the acts and omissions of Guest and its employees, agents, or invitees. Guest shall take good care of all parts of the Office Space, Premises and/or the Building, including any equipment, fixtures and furnishings, which Guest is permitted to use hereunder. Guest shall not alter any part of the Office Space, Premises and/or building or Industriousâ€™s equipment, fixtures or furnishings. h. Industrious Access.Â Guest acknowledges that Industrious and its designees will at all times have access to the Office Space, upon at least twenty-four (24) hoursâ€™ prior written notice to Guest (except in case of an emergency, which shall be determined in Industriousâ€™s sole discretion, and for routine janitorial or similar access), for purposes including but not limited to the maintenance and safety of the same and any emergency situations. Industrious may temporarily move and/or replace parts and components of the Office Space in Industriousâ€™s sole discretion. Notwithstanding the foregoing, except in the case of emergency, Industrious will use commercially reasonable efforts not to disrupt Guestâ€™s business in or use of the Office Space. i. License Only.Â Notwithstanding anything herein to the contrary, these House Rules are issued by Industrious as Host and govern Guestâ€™s use of the Office Space and Services, pursuant to the DASH License Agreement. These House Rules do not grant Guest any right, title, interest, easement, or lien in or to Industriousâ€™s business, the Office Space, the Premises, or anything contained therein, nor will these House Rules be interpreted or construed as a lease. Guest acknowledges that these House Rules create no tenancy interest, leasehold estate, or other real property interest in Guestâ€™s favor and Guest hereby waives any and all claims and/or defenses based upon any such interest. 2. Term and Termination a. Term.Â The term of Guestâ€™s access to the Office Space is as specified in the LiquidSpace booking confirmation and governed by the DASH License. b. Termination for Breach.Â It shall be an â€œEvent of Defaultâ€ under these House Rules immediately and without notice if Guest commits any breach that is incapable of cure, or involves a violation of applicable law, or compromises the security or integrity of Industrious employees, contractors, members, or other guests, or Guest violates any other material terms and conditions of these House Rules and fails to cure such violation within three (3) days of receiving written notice of the violation from Industrious. c. Termination for Convenience.Â Industrious may terminate Guestâ€™s access to the Office Space (i) immediately in the event that Industriousâ€™s rights in the Premises terminate or expire for any reason; or (ii) upon thirty (30) daysâ€™ written notice to Guest in Industriousâ€™s sole and absolute discretion. Guest does not have any right to terminate these House Rules for convenience, but may have rights under the DASH License. d. Removal of Property upon Termination.Â On or prior to the termination or expiration of Guestâ€™s access, Guest will remove all of its property from the Office Space and Premises, leaving them in the same condition as they were in when Guest moved in, reasonable wear and tear excepted. Industrious will be entitled to remove and dispose of any property remaining in or at the Office Space or the Premises after termination in any way that Industrious chooses, without notice to Guest, and without waiving its right to claim from Guest all expenses and damages caused by Guestâ€™s failure to remove such property. Industrious will have no implied obligations as a bailee or custodian, and Guest hereby indemnifies Industrious and agrees to keep Industrious indemnified in respect of any claims of any third parties related to such property. Following termination or expiration, Industrious will

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not forward or hold mail or other packages delivered to Guest. e. Effect of Termination.Â Following the termination or expiration of Guestâ€™s access for any reason, Guest will remain liable for all amounts due or owing as of the effective date of such termination or expiration (regardless of the date Guest vacates any or all of the Office Space or the Premises). This Section 2 and Sections 4 through 7 of these House Rules will survive the termination or expiration of Guestâ€™s access for any reason, as will all other provisions of these House Rules that may be reasonably expected to survive such termination or expiration. Guest acknowledges that any security deposit is held by LiquidSpace (the “Marketplace Service”) and may be applied to amounts owed to Industrious for damages, overdue fees, or other losses, in accordance with the DASH License and these House Rules. Industriousâ€™s right to request application of the security deposit does not limit its rights to pursue additional recovery for any remaining unpaid amounts. 3. Fees a. Guest acknowledges that all fees, payments, and financial obligations related to the use of the Office Space are handled directly between Guest and LiquidSpace. Industrious has no direct billing relationship with Guest. 4. Guest Obligations a. Anti-Corruption Laws.Â Industrious is obligated to comply with all local laws in all the countries in which it operates, including local anti-bribery and corruption (“ABC”) laws, including the Foreign Corrupt Practices Act 1977 (“FCPA”) and the UK Bribery Act 2010 (“UKBA”) laws. Each party warrants, to the best of its knowledge and belief, that in performing services and/or its obligations under these House Rules, neither it nor its affiliates has engaged in and will not engage in, whether directly or indirectly, conduct that would breach the local ABC in force where Industrious operates. b. Security.Â Guest shall be fully responsible for the safety and security of its personal property brought into the Office Space, Premises and/or building. Guest acknowledges that all keys, key cards, key fobs, and other such items used to gain physical access to the building, Premises and/or the Office Space remain the property of Industrious, or its landlord or the owner of the Premises or each of their respective affiliates (as applicable, “Landlord”). Guest will not attempt to (or allow others to) gain unauthorized access to any computer systems located at or serving the Premises or any content or data of Industrious, other members, or any other person. Guest will use its best efforts to safeguard the Premises and Industriousâ€™s property and will be liable for all costs and expenses should any such property be lost or damaged as a result of Guestâ€™s and/or its employeesâ€™, agentsâ€™ or inviteesâ€™ acts or omissions. Guest will not allow (and will instruct its employees and agents to not allow) a party unknown to them to enter the Office Space or the Premises and acknowledges that such action may result in the immediate termination of access. Guest is and will remain responsible for the actions or omissions of all persons that Guest or its employees, agents or invitees allow or invite to enter the Office Space or the Premises. Keys, key cards, and access devices are subject to LiquidSpace/DASH License deposit and replacement fee policies, if any. c. Complaints.Â Guest agrees that all issues and complaints relating to the Office Space or other guests will be directed solely to Industrious. Booking, payment, or cancellation issues should be directed to LiquidSpace; operational or facility issues should be directed to Industrious. d. Privacy Policy.Â Guest agrees that the use of Industriousâ€™s online portal and website are subject to Industriousâ€™s Portal Terms of Use and Privacy Policy, which are available atÂ [www.Industriousoffice.com/portalterms/](http://www.Industriousoffice.com/portalterms/) andÂ [www.Industriousoffice.com/privacypolicy/](http://www.Industriousoffice.com/privacypolicy/), respectively, and which are subject to change from time to time in Industriousâ€™s sole discretion. e. Rules and Policies.Â Additional rules may be set forth in these House Rules or posted at the Premises, which may be updated by Industrious from time to time with notice via LiquidSpace or posting at the Premises. Guest agrees to abide by all House Rules as determined by Industrious from time to time, whether communicated to Guest verbally, by email, other written notice or public

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posting. Without limiting the foregoing, Industrious may require Guest and each of its owners, officers, employees, agents and invitees who will be granted access to the Premises to agree to and sign Industrious's Anti-Harassment Policy prior to using the Office Space or Services. In the event of a conflict between these House Rules and the DASH License, the House Rules will control with respect to operational matters. f. Prohibited Conduct. In addition to any other applicable rules and policies issued by Industrious, Guest agrees to the following terms and conditions: I. No Assignment or Sublicense. Guest may not sell, lease, license, distribute or grant any interest in the Office Space or any of the Services to any third party. Further, Guest may not assign these House Rules in whole or in part, or otherwise transfer, sublicense or otherwise delegate any of Guest's rights or obligations under these House Rules, to any third party. II. No Alterations. Guest may not alter the Office Space or Premises in any manner or attach or affix any items to the walls, floors or windows, without the prior written consent of Industrious. III. No Unapproved Items. Guest may not store any of its property or materials in any area of the Premises, except the Office Space. Guest may not bring any additional furniture, furnishings or decorations into the Premises or Office Space or install any satellite or microwave antennas, dishes, cabling or telecommunications lines in the Premises or Office Space without the prior written consent of Industrious which consent may be granted or refused in Industrious's sole discretion. Guest acknowledges that carts, dollies and other freight items may not be used in the passenger elevator except by appointment made with Industrious, at Industrious's sole discretion. IV. No Retail Use. Guest will use the Office Space solely as general office space in the conduct of Guest's business and for no other use whatsoever. Use of the Office Space for retail, medical or other type of business involving frequent visits by members of the public, manufacturing, or for any other use prohibited by these House Rules is not permitted. V. No Illegal Activities. Guest may not use the Premises, any Services, or any Industrious computer systems or networks to conduct or pursue any illegal activities, including but not limited to, downloading, distributing or viewing any illegal content, engaging in any activity in violation of OFAC regulations, and/or illegally downloading any copyrighted content, or any other activity that violates any intellectual property rights, and any such conduct using the Premises or Industrious's systems or networks may result in immediate termination of access. VI. No Offensive Behavior. Guest may not conduct any activity in the Office Space, Premises and/or the building that is harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise generally regarded as offensive to other people, including but not limited to, involvement in hate groups or activities involving pornographic or sexually explicit materials or obscenities, whether written, oral, or in any form or medium. Guest will refrain from any activities that may be disruptive, a nuisance or an annoyance, including but not limited to, acts of disorderly nature or excessive noise. Guest may not conduct any activity which may be hazardous to other persons in the building. Industrious may determine at its sole discretion what activities may be deemed offensive, disruptive or hazardous. VII. No Malware, Spamming. Guest may not upload any files that Guest knows or suspects to contain or may contain viruses, Trojan Horses, worms, time bombs, corrupted files, or any other malicious code, whether known or unknown that may damage or disrupt Industrious's or any other person's computer systems or networks. Guest will take precautions to prevent the spread of viruses, including but not limited to, using up-to-date anti-virus software, enacting policies to avoid opening suspicious emails, and avoiding suspicious websites. Spamming other guests or any other persons is strictly prohibited, and any such conduct using the Premises or Industrious's systems or networks may result in immediate termination of access. 5. Intellectual Property and Confidentiality a. Trademarks. Guest may not use Industrious's name, logo, trademarks,



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service marks, or domain names (collectively, “Industrious Marks”) in any way in connection with Guest’s business, without the express written consent of Industrious, in its sole discretion. Guest will comply with all standards established by Industrious from time to time with respect to the Industrious Marks. Guest acknowledges and agrees that all right, title, and interest in and to the Industrious Marks belong to Industrious, and that all usage and goodwill of the Industrious Marks will inure only to the benefit of Industrious. Guest will not use, register, or attempt to register any trademarks or domain names that are confusingly similar to the Industrious Marks, nor use the Industrious Marks in any manner that would indicate that Guest has any rights thereto. If consent to use the Industrious Marks is granted, Industrious reserves the right to revoke Guest’s rights to use the Industrious Marks at any time in its sole discretion. b. Publicity. Industrious may reference Guest on its website or on social media as a guest (and may utilize Guest’s logo solely for such purpose), but Industrious shall make no further statement or claim attributable to Guest without Guest’s express written permission. Guest may use the address of the Office Space as its business address and may use “Industrious” to accurately identify the address or office location, but only during the term of Guest’s access under these House Rules. Guest may not use photos or illustrations of the Premises, or any Industrious Marks, in any of Guest’s marketing materials or in any other manner without the express written consent of Industrious. Unless otherwise required by law, no party shall make public announcements regarding these House Rules or the Guest’s use of the Office Space without the other party’s prior written consent (not to be unreasonably withheld). Notwithstanding the foregoing, Industrious may from time to time generate case studies, presentations, white papers, articles, and similar documents (“Analyses”) that incorporate information regarding Guest’s utilization of the Office Space and the Services, provided such Analyses (1) do not misrepresent Guest’s information; (2) do not violate any obligation of confidentiality to Guest; and (3) do not specifically identify Guest without Guest’s reasonable consent. c. Photo and Video Shoots. Guest acknowledges that promotional photography and/or video recording (a “Shoot”) may occur in the Premises (but not within the Office Space) from time to time. By entering any portion of such location in which a Shoot is taking place, Guest consents to such photography and/or video recording and the release, publication, exhibition, or reproduction of such recordings for promotional purposes by Industrious and its affiliates and representatives. Guest represents and warrants that its employees, agents, and invitees will have been informed of and agreed to this consent, waiver of liability, and release before entering such areas. Guest agrees not to interfere with any Shoot after notification is provided. If Guest or its employees, agents, or invitees interfere with a Shoot, the cost of the new Shoot or any other additional costs incurred by Industrious will be Guest’s responsibility. Guest understands that during a Shoot, certain portions of the Premises may not be accessible, and agrees that such inaccessibility will not be grounds for any credit, offset, or reduction in any fees. d. Video Surveillance. For security reasons, Industrious or its affiliates may, but has no obligation to, regularly record certain areas in the Premises via video. e. Sensors. Guest acknowledges that Industrious may utilize sensors that collect anonymous aggregate data to record usage of the Premises, excluding the Office Space, and amenities (“Sensors”). The Sensors do not collect any personal information of Guest or Guest’s employees, agents, or invitees. Guest consents to the use of Sensors and is responsible for notifying its employees, agents, and invitees as required. f. Both Host and Guest agree that during and after the Term, each will keep confidential and not disclose to any third party any non-public information of the other party that is designated as confidential or that reasonably should be understood to be confidential, except as required by law or as necessary to perform obligations under these House Rules or the DASH License. This obligation does not apply to information that is or becomes public through no fault of the receiving

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party, is lawfully received from a third party, or is independently developed.

6. Liability

a. Waiver of Claims. A Guest will be solely responsible for maintaining the insurance coverage required under these House Rules and will look solely to such insurance for any and all claims, damages, costs, expenses, liabilities, and rights, except to the extent arising from the gross negligence or willful misconduct of Industrious or its affiliates. To the maximum extent permitted by law, Guest, on its own behalf and on behalf of its owners, officers, employees, agents, and invitees, waives any and all claims, actions, damages, costs, expenses, liabilities, and rights against Industrious, Landlord, their respective affiliates, and each of their respective principals, members, managers, directors, officers, employees, agents, successors, and assigns, arising from (i) any injury or damage to, or destruction, theft, or loss of, any property located in or about the Office Space or Premises; (ii) any personal injury or property damage occurring in or at the Office Space or Premises; (iii) the wrongful access or use of any data or information; or (iv) any loss of use or interruption of Guest's business or any interruption or stoppage of any Service, except to the extent arising from the gross negligence or willful misconduct of Industrious.

b. Disclaimer of Warranties. Industrious expressly disclaims and excludes all warranties, whether express, implied, or statutory, with respect to the Office Space, Premises, and Services provided, including but not limited to any warranty of merchantability, fitness for a particular purpose, non-infringement, habitability, or quiet enjoyment. All use of the Office Space, Premises, and Services is at Guest's sole risk and provided "as is."

c. Exculpation. A Guest agrees that it is entering into these House Rules only with Industrious and not with any entity other than Industrious (i.e., the specific entity that leases or manages the selected location). Guest shall have no recourse, and shall not have the right to make any claim against any entity other than Industrious and the applicable Industrious Location Affiliate. Industrious affiliates (including any parent entities), and each of their beneficiaries, directors, employees, members, officers, partners, agents, principals, shareholders, and trustees are each an "Exculpated Party," and collectively "Exculpated Parties," with respect to any obligations arising or related in any way to these House Rules.

d. Limitation of Liability. The aggregate monetary liability under these House Rules of Industrious to Guest and its affiliates, for any reason and for all causes of action, whether in contract, tort, or otherwise, will be capped at the greater of the total fees paid by Guest to Industrious under these House Rules during the twelve (12) month period prior to the date on which the cause of action accrued or One Million Dollars (\$1,000,000). In no event will Industrious be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to, loss of profits or business interruption, even if Industrious has been advised of such damages. No limitation of liability applies to the gross negligence or willful misconduct of Industrious.

e. Limitation of Actions. Unless otherwise prohibited by law, Guest must commence any action, suit, or proceeding against Industrious within two (2) years of the cause of action's accrual, and waives any claims not brought within such time period.

f. Indemnification

I. Except to the extent arising from the negligence or willful misconduct of Industrious or its employees, agents, contractors, or vendors, Guest will indemnify, defend, and hold harmless Industrious and its affiliates from and against any and all actual claims, actions, proceedings, damages, liabilities, costs, and expenses (including reasonable attorney fees) resulting from or arising out of (i) any breach of these House Rules by Guest or its owners, officers, employees, contractors, agents, or invitees; or (ii) any actions, errors, omissions, negligence, willful misconduct, or fraud of Guest or its owners, officers, employees, contractors, agents, or invitees.

II. Except to the extent arising from the negligence or willful misconduct of Guest or its employees, agents, invitees, contractors, or vendors, Industrious will indemnify, defend, and hold harmless Guest from and against any and all such claims to the extent resulting from or arising out of any actions, errors, omissions, gross negligence, willful misconduct, or fraud of Industrious or its

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owners, officers, employees, or agents. g. Insurance Requirements. A Guest, at its expense, will maintain at all times during the term of access to the Office Space the following insurance policies: (i) personal property insurance covering any and all personal property of Guest and its owners, officers, employees, agents, and invitees from time to time, within the Office Space, the Premises, and/or the building in which the Premises is located; (ii) workers' compensation insurance in the minimum amounts required under applicable state law; (iii) commercial general liability insurance covering personal injury, bodily injury, and property damage of no less than \$1,000,000; and (iv) business interruption insurance. All insurance policy(ies) required to be carried by Guest must (1) name, as additional insureds, Industrious and its Landlord(s) (including any master landlord and their respective lender(s)), or other persons with responsibility for the Premises whom Industrious may designate in writing to Guest, and (2) be endorsed to waive all rights of subrogation against Industrious and its Landlord(s). Upon request from Industrious, Guest will promptly provide proof of insurance required to be carried above, and in the form required above, including without limitation, the inclusion of the required additional insureds and waivers of subrogation. If Guest fails to maintain any insurance required hereunder, Industrious reserves the right, but will not be obligated, to purchase any required insurance on behalf of Guest, at Guest's expense. If Guest fails to carry any required insurance and a claim occurs that would otherwise be covered by Guest's insurance, Industrious may, but will not be obligated to, make a claim under any insurance policy carried by Industrious to cover such claim, in which event Guest will be liable to Industrious for all costs and expenses of Industrious to cover such claim, including, but not limited to, the applicable deductible and a reasonable portion of the premium as determined by Industrious. These insurance requirements are in addition to, and not in lieu of, any insurance obligations set forth in the DASH License. 7. General a. Breach of House Rules. A In the event of a breach of these House Rules, Industrious will have any and all rights and remedies available as set forth in these House Rules and the DASH License, at law and/or in equity. In any action, suit or proceeding between Industrious and Guest, including any appellate or alternative dispute resolution proceeding, to enforce rights under these House Rules, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief awarded, all of its costs and expenses in connection therewith, including, but not limited to, reasonable attorneys' fees. b. Relationship to DASH License. A These House Rules supplement and are incorporated by reference into the DASH License Agreement. In the event of a conflict, the DASH License controls for booking, payment, and cancellation matters; these House Rules control for operational matters. c. Subordination. A Notwithstanding anything herein to the contrary, these House Rules are at all times subject and subordinate to the Lease with Landlord and to any other agreements to which the Lease is subject or subordinate. Guest acknowledges that Guest has no rights under the Lease. d. Governing Law; Venue. A These House Rules are governed by the laws of the state of the Location of Premises, without giving effect to any conflict of law principle that would result in the laws of any other jurisdiction governing these House Rules. Disputes regarding booking, payment, or cancellation are governed by the DASH License; disputes regarding facility use or House Rules are governed by these House Rules. e. Notices. A Notices under these House Rules may be delivered via LiquidSpace, email, or posted at the Premises. OPTIONAL SERVICES (additional fees required) To Request any of the following services, please speak with the on-site Industrious community team. All associated fees will be billed as "Incidentals" though the Marketplace Service as set forth in the Agreement.

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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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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.