

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.

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HOUSE RULES

House Rules for 350 Coworking | 350 N. Orleans

In the event of a conflict between the DASH License, The License Terms and these House Rules, these House Rules shall control.

CONFIDENTIALITY

The provisions regarding Confidentiality in The License Terms are hereby deleted in their entirety and replaced with the following:

Guest may receive or learn certain confidential information about Host or Host's other licensees, including information regarding their business operations, business and marketing plans, pricing, technology, finances, and methods (collectively, "Confidential Information"). Guest agrees to hold all Confidential Information in strict confidence and to take all reasonable precautions to protect such Confidential Information. Guest acknowledges that any disclosure or unauthorized use of Confidential Information will constitute a material breach of this Agreement and may cause substantial harm to Host for which damages would not be a fully adequate remedy. In the event of any such harm, Host shall have, in addition to other available remedies, the right to injunctive relief (without being required to post any bond or security). Host may disclose information about Guest as Host deems necessary to perform its obligations under this Agreement, or to satisfy any applicable Law. Guest accepts all risk to its intellectual property interests used in the Space, and Host shall not have any liability arising from, Guest's disclosure (whether intentional or not) of any of Guest's Confidential Information to any third parties present in or around the Space.

SERVICES

General. Host shall use commercially reasonable efforts to provide Guest with the Standard Office Services (defined below) and any Additional Office Services (defined below) (collectively, the "Office Services") in the Space. As used herein, "Standard Office Services" means, collectively, (i) use of the Furniture (defined below) (if any), (ii) standard allowances for use (on a first-come, first-served basis) of (a) Host's conference room located in the common areas on the floor on which the Space is located (if any), and (b) Host's standard office equipment (including facsimile/copier and printer) (if any) located on the floor on which the Space is located, and (iii) Host's standard internet connection (if any). Host reserves the right to make changes to the Standard Office Services from time to time without prior notice; provided, however, that Host shall use good faith efforts to provide Guest with at least 30 days' prior notice of any material reduction in the Standard Office Services. Any monthly allowance of conference-room hours, prints, photocopies or the like that is included in the Standard Office Services may not be rolled over from one month to the next. "Additional Office Services" means any service that is not included in the Standard office Services and may be provided by Host to Guest at Guest's request and at the rate charged therefor by Host. No phone service shall be included in the Office Services.

Software. In order to receive certain Office Services (including access to the network, shared printing, etc.), Guest may be required to install on Guest's computer devices certain drivers or software tools (collectively, "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

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HOUSE RULES

be subject to separate licenses, terms, conditions, costs or restrictions. Host may provide Guest with technical support relating to the Software at Guest's request. Guest agrees that neither Host, nor any service providers or managing agent(s), or their (direct or indirect) owners, or the beneficiaries, trustees, officers, directors, employees and agents of each of the foregoing (including Host, the "Host Parties") (a) is responsible for any damage to any of Guest's electronic equipment or systems related to such technical support or Software installation; (b) assumes any liability or warranty in the event that any manufacturer warranties are voided; or (c) offers any verbal or written warranty, either expressed or implied, regarding the success of any technical support.

No Malware, Spamming. Guest shall not upload any files that Guest knows or suspects to contain or may contain viruses, Trojan Horses, worms, time bombs, candlebots, corrupted files, or any other malicious code, whether known or unknown that may damage or disrupt Host's or any other person's computer systems or networks. Guest shall take precautions to prevent the spread of viruses, including 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 Space or Host's systems or networks may result in immediate termination of this Agreement.

Furniture. Host shall furnish the Space with Host's standard furniture and fixtures (the "Furniture"). Any additional or alternative furniture or fixtures that Guest wishes to install shall be (a) subject to Host's prior approval, which shall not be unreasonably withheld, and (b) Guest's sole responsibility and expense. Guest shall not remove or relocate any of the Furniture without Host's prior written consent, which may be withheld by Host in its sole and absolute discretion.

Service Interruption/Delegation of Options. Any failure of Host, for any reason, to furnish any service shall not render Host liable to Guest, constitute a constructive eviction, or give rise to a refund or abatement of Fees. Any or all of the obligations to be performed by Host under this Agreement may be performed by Host, an affiliate of Host, or any third-party service provider designated by Host from time to time in Host's sole and absolute discretion.

Security. Guest acknowledges that all keys, key cards, key fobs, and other such items used to gain physical access to the Building and/or the Space remain the property of Host. Guest shall not attempt to (or allow others to) gain unauthorized access to any computer systems located at or serving the Space or any content or data of Host, other licensees, or any other person. Guest shall make commercially reasonable efforts to safeguard the Space and Host's property and shall be liable for replacement fees should any such property be lost or damaged. Guest shall be solely responsible for maintaining all necessary security and control of any and all usernames, passwords, or any other credentials issued to or used by Guest or its employees and agents for use with Host's computer systems, networks, or other services provided under this Agreement. Guest shall be responsible for the actions of all persons that Guest or its employees, agents, or invitees allow or invite to enter the Space. Guest and its employees, agents, and invitees acknowledge that at no time shall they allow a party unknown to them to enter the Space and that such action may result in the termination of this Agreement.

Privacy Policy. Guest agrees that it has no expectation of privacy with respect to Host's internet connection, networks, telecommunications systems or information processing systems (including any stored computer files, email messages and voice messages), and Guest's activity and any files or messages on or using any of those devices or systems may be monitored at any time without

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HOUSE RULES

notice, including for security reasons and to ensure compliance with Host's policies, regardless of whether such activity occurs on equipment owned by Guest or Host.

DAMAGES AND INSURANCE

Insurance. As a supplement to the provisions of the License Terms, if Guest is not a natural person (for example, if Guest is a corporation, company, partnership, association or trust), then Guest shall maintain the following insurance ("Guest's Insurance"): (1) Commercial General Liability Insurance applicable to the Space and its appurtenances, with combined primary and excess/umbrella limits of at least \$2,000,000 each occurrence and \$3,000,000 annual aggregate, (2) Workers' Compensation Insurance as required by Law, and (3) Employers Liability Coverage of at least \$1,000,000.00 per occurrence. Any company writing any of Guest's Insurance shall have an A.M. Best rating of not less than A-VIII. Guest's Commercial General Liability Insurance shall (a) name the Host Parties as additional insureds; and (b) be primary insurance as to all claims thereunder and provide that any insurance carried by Host is excess and non-contributing with Guest's Insurance. Guest shall deliver to Host, on or before the Start Date and at least 15 days before the expiration dates thereof, a certificate from Guest's insurance company on the form currently designated "ACORD 25" (Certificate of Liability Insurance) or the equivalent, and attached thereto shall be an endorsement (or an excerpt from the policy) which designates the Host Parties as additional insureds and binds Guest's insurance company.

Subrogation. Each party waives, and shall cause its insurance carrier to waive, any right of recovery against the other party, any of its (direct or indirect) owners, or any of their respective beneficiaries, trustees, officers, directors, employees or agents for any loss of or damage to property which loss or damage is covered by the waiving party's property insurance. For purposes of the preceding sentence only, (a) any deductible with respect to a party's insurance shall be deemed covered by, and recoverable by such party under, valid and collectable policies of insurance, (b) any contractor retained by Host to install, maintain or monitor a fire or security alarm for the Building shall be deemed an agent of Host, and (c) Guest shall be deemed to maintain Property Insurance written on a special cause of loss or all-risk form for physical loss or damage, for the full replacement cost value, covering Guest's property.

PAYMENT

The provisions regarding Payment in The License Terms are hereby deleted in their entirety and replaced with the following:

The Guest agrees to pay the Fees, Deposits and Taxes for use of the Space directly to the Host and not the Marketplace Service.

Upon the Agreement Date, the following are due and payable by the Guest to the Host (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 (of you start your Term after the first calendar day of the month).
- The Setup Fee

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HOUSE RULES

- The Deposit
- Any applicable state and local Taxes typically paid by licensees and tenants in connection with the use of office space.

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. All fees and other charges payable hereunder shall be paid by the Guest without any setoff or deduction.

If applicable, the Host may also include additional “one time” fees (the “Incidentals”) for services provided to Guest not included in the Monthly Charge. Such additional services may include, but shall not be limited to (i) any phone service, (ii) any conference room service, (iii) any printing services, (iv) receptionist services. Any such services shall be provided at the rate charged therefor by Host (each, an “Additional Office Service”, and collectively, the “Additional Office Services”). Host shall have no obligation to offer such Additional Office Services to Guest, and any failure or refusal of Host to provide such Additional Office Services shall not constitute a default hereunder by Host or entitle Guest to any abatement or reduction in the fees payable hereunder. In the event Host elects to make Additional Office Services available to Guest, and in the event Guest desires to use one or more of such Additional Office Services, Host and Guest shall agree upon the Additional Office Services to be provided and the cost thereof. Guest shall pay to Host any charges associated with the Additional Office Services utilized by Guest prior to the use of any such Additional Office Services by Guest (the “Additional Office Services Fee”). The Additional Office Services Fee shall be deemed to be an Additional Fee, and shall be payable by Guest to Host in the same manner that the Fees are payable by Guest hereunder. Notwithstanding the foregoing, if Host determines (in Host’s sole, reasonable discretion) that Guest is using more than the standard amount of Standard Office Services (including but not limited to above standard copier/printer services available as part of Standard Office Services) or any Additional Office Services, and Host and Guest have not entered into an agreement for such above standard Standard Office Services or Additional Office Services, then Host shall have the right to either (i) charge Guest an additional fee to cover the costs of such above standard Standard Office Services or Additional Services (which fee shall promptly be paid by Guest to Host, from time to time, within 10 business days after notice from Host), or (ii) suspend or eliminate Guest’s right to use the applicable Standard Office Services or other Additional Office Services, and in the event Host elects to suspend or eliminate Guest’s right to use the applicable Standard Office Services or Additional Office Services, Guest shall not be entitled to any abatement or reduction in the Monthly Charge payable hereunder, nor shall the same constitute an actual or constructive eviction, in whole or in part, or relieve Guest of any of its obligations under this Agreement, or impose any other liability upon Host.

If any payment due 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 and the Host may terminate this Agreement without cost or penalty to Host. All remaining Fees and Taxes for the remainder of the Term shall be immediately due and payable by the Guest. Acceptance of less than the correct amount of Fees shall be considered a payment on account of the earliest Fee due. No endorsement or statement on a check or letter accompanying a check or payment shall be considered an accord and satisfaction. Guest’s covenant to pay Fees is independent of every other covenant in this Agreement.

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HOUSE RULES

CANCELLATION

In addition to any cancellation rights set forth in The License Terms, the Host may cancel this agreement without cause at any time on at least thirty (30) days' notice.

DEPOSIT

The provisions regarding Deposit in The License Terms are hereby deleted in their entirety and replaced with the following:

Concurrently with its execution and delivery hereof, Guest shall deposit with Host the Security Deposit, if any, as security for Guest's performance of its obligations hereunder. If Guest breaches any provision hereof, Host may, at its option, without limiting its remedies and without notice to Guest, apply all or part of the Security Deposit to cure such breach and compensate Host for any loss or damage caused by such breach. If Host so applies any portion of the Security Deposit, Guest, within three (3) days after demand therefor, shall restore the Security Deposit to its original amount. The Security Deposit is not an advance payment of Fees or measure of damages. Any unapplied portion of the Security Deposit shall be returned to Guest within 45 days after the later to occur of (a) the expiration or earlier termination of the Term, or (b) Guest's surrender of the Space as required hereunder. Host shall not be required to keep the Security Deposit separate from its other accounts.

DISCLAIMER

IN ADDITION TO THE DISCLAIMER LANGUAGE SET FORTH IN THE LICENSE TERMS, HOST EXPRESSLY DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE OFFICE SERVICES OR ANY OF THE FURNITURE, FIXTURES, EQUIPMENT OR SOFTWARE USED IN PROVIDING THE OFFICE SERVICES, IF ANY (THE "OFFICE SERVICE PRODUCTS"), INCLUDING (A) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, (B) ANY WARRANTY THAT MAY HAVE ARISEN OR MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, (C) ANY REPRESENTATION OR WARRANTY REGARDING QUALITY, RELIABILITY, TIMELINESS OR SECURITY, OR (D) ANY WARRANTY OF HABITABILITY OR COVENANT OF QUIET ENJOYMENT. THE OFFICE SERVICES AND THE OFFICE SERVICE PRODUCTS, IF ANY, ARE PROVIDED BY HOST "AS IS" AND "WITH ALL FAULTS." WITHOUT LIMITING THE FOREGOING, GUEST, ON BEHALF OF ITSELF AND ITS EMPLOYEES, AGENTS, AND INVITEES, WAIVES ANY CLAIM AGAINST THE HOST PARTIES ARISING FROM THE INSTALLATION OR USE OF THE SOFTWARE, INCLUDING ANY CLAIM RESULTING FROM ANY UNAUTHORIZED ACCESS TO GUEST'S DATA GAINED BY ANY THIRD PARTY, EXCEPT TO THE EXTENT ARISING OUT OF ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF HOST.

LIABILITY

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HOUSE RULES

The last paragraph of the Liability provision in the License Terms is hereby deleted in its entirety and replaced with the following:

YOU UNDERSTAND AND AGREE THAT MARKETPLACE SERVICE IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN GUEST AND HOST.

SUSPENSION OF SERVICES

In addition to the Suspension of Services provision in the License Terms, any failure of Host, for any reason, to furnish any service shall not render Host liable to Guest, constitute a constructive eviction, or give rise to a refund or abatement of Fees. Any or all of the obligations to be performed by Host under this Agreement, may be performed by Host, an affiliate of Host, or any third-party service provider designated by Host from time to time in Host's sole and absolute discretion.

SUBORDINATION

In addition to the Subordination provision in the License Terms, upon any termination or foreclosure (or any delivery of a deed in lieu of foreclosure) of any underlying lease, mortgage, deed of trust, ground lease or other lien now or subsequently arising upon the Space or the Building and any renewals, modifications, refinancings and extensions thereof (each, a "Security Agreement"), Guest, upon request, shall attorn, without deduction or set-off, to the holder of such Security Agreement (a "Security Holder") or purchaser or any successor thereto and shall recognize such party as the Host hereunder provided that such party agrees not to disturb Guest's occupancy so long as Guest timely pays the Fees and otherwise performs its obligations hereunder. Guest waives any right it may have under Law to terminate or otherwise adversely affect this Agreement or Guest's obligations hereunder upon a foreclosure. Within 10 business days after Host's request, Guest shall execute and deliver to Host a commercially reasonable estoppel certificate in favor of such parties as Host may reasonably designate, including current and prospective Security Holders and prospective purchasers.

HOLDING OVER

In addition to the Holding Over provision in the License Terms, Guest shall leave the Office Service Products, if any, in place in the Space at such time as Guest vacates the Space. If Host is unable to make the Space available to, or perform improvements for, a new occupant as a result of a holdover Guest shall be liable for all resulting damages, including lost profits, incurred by Host.

MISCELLANEOUS

Guest represents, warrants and covenants that (a) Guest is, and at all times during the Term will remain, duly organized, validly existing and in good standing under the Laws of the state of its formation and qualified to do business in the state or commonwealth in which the Building is located; and (b) no party that (other than through the passive ownership of interests traded on a recognized securities exchange) constitutes, owns, controls, or is owned or controlled by Guest or guarantees Guest's obligations hereunder is, or at any time during the Term will be, (i) in violation of

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HOUSE RULES

any Laws relating to terrorism or money laundering, or (ii) among the parties identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tlsdn.pdf> or any replacement website or other replacement official publication of such list.

Guest and its employees, agents, contractors and invitees shall comply with all statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity (“Laws”) regarding the operation of Guest’s business and the use and occupancy of the Space. Guest shall comply with the rules and regulations of the Building (a copy of which is available in the Building management office) which are incorporated herein by reference and such other reasonable rules and regulations, including those concerning occupancy limits and the Office Services, adopted by Host from time to time. Without limiting the foregoing, Host may require Guest and each of its owners, officers, employees, agents, and invitees who will be granted access to the Space to agree to and sign Host’s Anti-Harassment Policy before using the Space or the Office Services.

No notice, demand, request, consent, approval or other communication given hereunder (“Notice”) shall be binding upon either party unless (a) it is in writing; (b) it is (i) sent by certified or registered mail, postage prepaid, return receipt requested, (ii) delivered by a nationally recognized courier service, or (iii) delivered personally; and (c) it is sent or delivered to Host at BRE River North Point Owner LLC c/o EQ Office, 350 North Orleans Street, Chicago, Illinois 60654, Attention: Property Manager, and BRE River North Point Owner LLC, c/o EQ Office, 233 South Wacker Drive, Suite 3750, Chicago, Illinois 60606, Attention: VP and Assistant General Counsel, and BRE River North Point Owner LLC c/o EQ Office, 233 South Wacker Drive, Suite 4700, Chicago, Illinois 60606, Attention: Lease Administration, or to Guest at the address set forth in the Definitions, or to such other place (other than a P.O. box) as the recipient may from time to time designate in a Notice to the other party. Any Notice shall be deemed received on the earlier of the date of actual delivery or the date on which delivery is refused, or, if Guest is the recipient and has vacated its notice address without providing a new notice address, three (3) days after the date the Notice is deposited in the U.S. mail or with a courier service as described above. Any Notice to Guest may be delivered by e-mail, in which case such Notice shall be deemed to have been delivered immediately upon receipt of the e-mail by the e-mail server of the e-mail address identified in the Definitions (or such other e-mail address as Guest may from time to time designate in a Notice to Host).

Nothing in this Agreement shall be deemed to grant to either party any right to use any name, logo, trademark, service mark, or domain name (each, a “Mark”) of the other party or any Host Party, either alone or in conjunction with or as a part of any other word or name, (a) in any advertising, publicity or promotion, or (b) to express or imply any endorsement by the holder of such Mark of any services; provided, however, that for the avoidance of doubt, Host and any Host Party may include Guest’s name in any rent roll or similar communication identifying the occupants of the Building in the ordinary course of such party’s business.

Guest may use the address of the Space as its business address during the term of this Agreement. However, Guest may not use photos or illustrations of the Space, or any Host Marks, in any of Guest’s marketing materials or in any other manner without Host’s consent. Further, no press release, advertising, sales literature, or other publicity statements relating to the existence or substance of this Agreement or the relationship of the parties shall be made by Guest without

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HOUSE RULES

Host's prior approval. Guest grants Host and its affiliates the right to use Guest's logos, trademarks, and trade names in Host's materials prepared for its shareholders or licensees, or prospective shareholders or licensees.

STATE LAW REQUIREMENTS

Not Applicable.

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License Terms



COMPLIANCE

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



POSSESSION AND DELIVERY

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



WORKSPACE USE AND ACCESS

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

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

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

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

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

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

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

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License Terms

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



GOOD CARE

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



COMMON AREAS

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



SHARED FACILITIES

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



KEYS AND SECURITY

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

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License Terms

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

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



NAME AND ADDRESS

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



MAIL AND PACKAGES

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



CONDUCT

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

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



CONFIDENTIALITY

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

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



NON-SOLICITATION

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

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



DAMAGES AND INSURANCE

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

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



PAYMENT

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

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

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

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

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

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



CANCELLATION

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

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

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

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

Flexible Cancellation Terms

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

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

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



DEPOSIT

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

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



RENEWAL

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

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

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

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



DEFAULT

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

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



INDEMNITY

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

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DISCLAIMER

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



LIABILITY

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

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

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



SUSPENSION OF SERVICES

The Host may by notice suspend the provision of services (including access to the Space) for reasons of political unrest, strikes, terrorism, Acts of God or other events beyond the Host's or the Host's landlord's reasonable control.

This Agreement shall automatically terminate if the Space is rendered unusable as a result of a fire, other casualty or a condemnation. As between Host

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



SUBLICENSING

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



NO LEASE

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

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



NO BROKER

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



SUBORDINATION

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

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



HOLDING OVER

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



MISCELLANEOUS

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