

# 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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# 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.

# 1

## DEFINITIONS

### AGREEMENT DATE

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

### CANCELLATION TERMS

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

### HOST

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

### "GUEST" OR "YOU"

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

### SPACE

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

### MAXIMUM OCCUPANCY

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

### BUILDING

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

### TERM

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

### FEES

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

### DEPOSIT

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

### TAXES

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

### MARKETPLACE SERVICE

shall mean the LiquidSpace service.

# 2

## DIRECT AGREEMENT FOR SPACE HOSTING (DASH) LICENSE

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

The Host and Guest agree as follows:

### LICENSE

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

### TERM

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

### HOUSE RULES

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

### PAYMENT

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

### DEFINITIONS

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

### ENTIRE AGREEMENT

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

## House Rules for ALX Community Atrium

### TERMS AND CONDITIONS

ALX Community has a variety of membership types for use of its co-working facility in the Building (the “Facility”). Your membership type, as specified in the Membership Details section of your Agreement, will determine the nature and extent of the use you may make of the Facility and the related services we will make available to you in connection with such use (collectively, the “Services”). The Terms and Conditions set forth in this document are intended to be applicable to each membership type, except to the extent that any of the Terms and Conditions are clearly inapplicable to a particular membership type (e.g., provisions relating to monthly billing will be inapplicable to Day Pass members).

#### I. RATES, FEES, PAYMENT TERMS

**Payments Due Upon Signing.** Upon submitting a signed and completed Agreement, you will be obligated to deliver to us, in the amount(s) set forth in the Membership Details section of your Agreement, (i) a service retainer (“Service Retainer”) and (ii) the Set-Up Fee. The Service Retainer will be held as a retainer for performance of all your obligations under the Agreement and is not intended to be a reserve from which fees may be paid. In the event you owe us other fees, you may not rely on deducting them from the Service Retainer, but must pay them separately.

Subject to the complete satisfaction of your obligations under the Agreement, we will return the Service Retainer, or any balance after deducting outstanding fees and other costs due to us, to you by refund to your ACH bank account, credit card, or debit card within thirty (30) days after the later of (1) the termination or expiration of the Agreement, or (2) the date you complete all your obligations under the Agreement, including any obligations applicable following termination or expiration of the Agreement.

**Membership Fee.** During the Term of the Agreement, we will process payment for your monthly Membership Fee, in advance, and other then-outstanding fees from the preceding month, on the first (1st) business day of each month. You are responsible for having the necessary funds available in your payment account as of the first (1st) day of the month. The Membership Fee covers the Services for only the number of Member Users indicated in the Membership Details section of your Agreement. In the event you designate (in the Membership Details section of your Agreement) fewer initial Member Users than the number of Member Users to which you are entitled, you may add additional Member Users (up to the specified number of Member Users to which you are entitled) by notice to us and payment of a Set-Up Fee for each additional Member User, with no increase in the Membership Fee. If you are a Private Office or Executive Office user, you may also add one additional Member User (in excess of the specified number of Member Users to which you are entitled) upon payment of a Set-Up Fee for the additional Member User, in which event the monthly Membership Fee will be increased by the amount set forth in the Membership Details section of your Agreement. You may also substitute new Member Users for previously-existing Member Users by notice delivered to us through ALX Community’s online platform and payment of a Set-Up Fee for each new Member User, with no increase in the Membership Fee. Except as described above, any additional Member Users will require modification of the Membership Details section of your Agreement.

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## HOUSE RULES

**Invoices; Financial Information.** You may view your bill at any time in ALX Community's online platform. On the first (1st) day of the month, ALX Community will electronically send invoices and other billing-related documents, information and notices to the then-current Billing Contact. All invoices are deemed delivered and read by the Billing Contact within 24 hours of being sent. If you have any objection to an invoice, you must notify us within ten (10) business days following delivery of the invoice; otherwise, you will be deemed to have accepted and approved the charges detailed on the invoice. Change of the Billing Contact will require at least three (3) business days' notice delivered through ALX Community's online platform.

**Overage Fees.** Each month, you will receive a certain number of credits for conference room use, copies, printouts and other products and services we may offer from time to time, some of which are specified in the Membership Details section of your Agreement. These allowances may not be rolled over from month to month. If these allocated amounts are exceeded, you will be responsible for paying fees for such overages. All overage fees are subject to change from time to time.

**Late Fees.** If payment for the Membership Fee or any other accrued and outstanding fee is not made by the fifth (5th) day of the month in which such payment is due, you will be responsible for paying the then-current late charge. The current late charge is listed below.

**Form of Payment.** We accept payment of all amounts specified in the Agreement solely by direct withdrawal from your bank account (ACH Transfer) or credit card or debit card using ALX Community's online platform. If you elect to pay via direct withdrawal, you are required to maintain sufficient funds in your bank account to pay the fees described in the Agreement, and you must inform us promptly of any changes to the account. If you elect to pay via credit card or debit card, you are required to inform us promptly of any changes to your credit card or debit card information, and you must ensure that you replace such credit card or debit card and update the relevant information prior to its expiration date. Only a single checking, savings or credit card or debit card account may be used at any given time to make payments under the Agreement. If payment via credit card or debit card fails on two occasions, we may require you to make payments via direct withdrawal. If any charge is rejected by your bank or credit or debit card issuer, you may be liable for a late charge and for a processing fee as listed below.

**Certain Fees.** In addition to the fees specified in the Membership Agreement, you may become liable to us for additional fees (i) in the event you consume Services in excess of the credits for conference room use, copies, printouts and other products and services we may offer from time to time, as may be specified in your Membership Agreement; (ii) in the event you fail to make timely payment of any fees or charges due to us pursuant to your Membership Agreement and these Terms and Conditions; or (iii) in the event a charge we process is rejected by your bank or credit or debit card issuer. Set forth below are the current amounts of the above-described charges. These amounts may be modified by us from time-to-time, so we recommend that you periodically return to this page to familiarize yourself with any revisions to such amounts.

**Late Fee:** 10% of the overdue amount **Rejected Charge Processing Fee:** \$50.00

**Outstanding Fees.** When we receive funds from you, we will first apply funds to any balances which are in arrears and to the earliest month for which fees are due. Once past balances are satisfied, any remaining portion of the funds will be applied to current fees due. If any payments remain outstanding after we provide notice to you, we may, in our sole discretion, withhold Services or terminate the Agreement.

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## HOUSE RULES

**No Refunds.** Except as expressly provided in Section II (Term of Agreement), there are no refunds of any fees or other amounts paid by you or your Member Users in connection with the Services.

### II. TERM OF AGREEMENT

**Term.** The Agreement will be effective when signed by both parties; provided that we have no obligation to provide you with the Services until the later of (i) the date on which payment of your Service Retainer and first month's Membership Fee has been made or (ii) the Start Date. Unless otherwise set forth in the Membership Details section of your Agreement, the Agreement will terminate as of the last day of the Commitment Term, following the Commitment Term. The Commitment Term and all subsequent Renewal Terms shall constitute the "Term".

If the Start Date is a business day, you may move small personal property items into the Facility after 9 a.m. on the Start Date. If the Start Date is not a business day, you may move your small personal property into the Facility after 9 a.m. on the first business day after the Start Date (any furniture or other larger items must be moved outside of business hours and scheduled with the community manager). The furniture and other personal property you install in the Facility is subject to review and approval by ALX Community.

**Cancellation by You Prior to the Start Date.** If you cancel the Agreement prior to your Start Date, you will not receive any refund of your Set-Up Fee or Service Retainer.

**Termination by You After the Start Date.** The Agreement is not terminable by you during the Commitment Term. You may terminate the Agreement as of the last day of the Commitment Term or any Renewal Term by giving us, through ALX Community's online platform, the advance notice specified in the Membership Details section of your Agreement. If you are a Flex member or dedicated desk member, you are required to provide notice through the online platform per the notice period specified in your membership agreement. On the last business day of the Term, you must vacate the Facility no later than 5:00 p.m.

**Termination or Suspension by Us After the Start Date.** We may withhold Services or immediately terminate the Agreement: (i) if any outstanding fees are still due five (5) business days after we provide notice to you; (ii) if you or any of your Member Users fails to comply with the terms and conditions of the Agreement, or any other policies or instructions provided by us; (iii) upon termination, expiration or material loss of our rights in the Building; or (iv) at any other time, when we, in our reasonable discretion, see fit to do so. You will remain liable for past due amounts, and we may exercise our rights to collect due payment, despite termination or expiration of the Agreement. You will be entitled to a refund of a prorated portion of the last month's Membership Fee if we terminate the Agreement pursuant to clause (iv) of this paragraph.

**Removal of Property Upon Termination.** Prior to the termination or expiration of the Agreement, you will remove all personal property belonging to you, your Member Users, and your guests from the Facility and Building. A representative of ALX Community will inspect the space utilized by you to determine whether there has been any damage to the Facility or the Building; you will be responsible for the cost to repair any damage caused by you, your Member Users or guests. We will be entitled to dispose of any property remaining in or on the Facility or Building after the termination or expiration of the Agreement, we will not have any obligation to store such property, and you waive any claims or demands regarding such property or our handling of such property.

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You will be responsible for paying any fees reasonably incurred by us regarding such removal. Following the termination or expiration of the Agreement, we will not forward or hold mail or other packages addressed to you and delivered to the Facility or Building.

### III. RULES AND POLICIES

**General.** To support a vibrant, collegial and productive workspace, we have instituted some rules and policies, including the Community Rules set forth below, all of which are deemed incorporated into these Terms and Conditions. We may update or add to these rules and policies from time to time in our judgment to enhance the experience of the Services. You agree that when accessing the Facility or Building and using the Services you will comply with the foregoing rules and policies.

**No Unlawful or Prohibited Use.** As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices, or that are prohibited by the Community Rules.

**Right to Disclose Information.** ALX Community reserves the right at all times to disclose any information about you and/or your participation in and use of the Services as ALX Community deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

### PRIVACY POLICY

ALX Community is committed to maintaining robust privacy protections for its users. Our Privacy Policy (“Privacy Policy”) is designed to help you understand how we collect, use and safeguard the information you provide to us and to assist you in making informed decisions when using our Web Service.

By accessing our Site or our Web Service, you accept our Privacy Policy, and you consent to our collection, storage, use and disclosure of your Personal Information as described in this Privacy Policy.

### I. INFORMATION WE COLLECT

We collect “Non-Personal Information” and “Personal Information.” Non-Personal Information includes information that cannot be used to personally identify you, such as anonymous usage data, general demographic information we may collect, referring/exit pages and URLs, platform types, preferences you submit and preferences that are generated based on the data you submit and a number of clicks. Personal Information includes your email, address, contact information, date of birth and other personal information, which you submit to us through the registration process at the Site.

#### 1. Information collected via Technology

To activate the Web Service you do not need to submit any Personal Information other than your email address. To use the Web Service thereafter, you do need to submit further Personal Information, which may include full name, email, address, contact information, date of birth and other personal information. However, in an effort to improve the quality of the Web Service, we track information provided to us by your browser or by our software application when you view or use the Web Service, such as the website you came from (known as the “referring URL”), the type of browser you use, the device from which you connected to the Web Service, the time and date of

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access, and other information that does not personally identify you. We track this information using cookies, or small text files that include an anonymous unique identifier. Cookies are sent to a user's browser from our servers and are stored on the user's computer hard drive. Sending a cookie to a user's browser enables us to collect Non-Personal information about that user and keep a record of the user's preferences when utilizing our services, both on an individual and aggregate basis.

ALX Community may use both persistent and session cookies; persistent cookies remain on your computer after you close your session and until you delete them, while session cookies expire when you close your browser.

### 2. Information you provide us by registering for an account

In addition to the information provided automatically by your browser when you visit the Site, to become a subscriber to the Web Service you will need to create a personal profile. You can create a profile by registering with the Web Service and entering your email address and creating a user name and a password. By registering, you are authorizing us to collect, store and use your email address in accordance with this Privacy Policy.

### b. Information you provide us by registering for an account

In addition to the information provided automatically by your browser when you visit the Site, to become a subscriber to the Web Service you will need to create a personal profile. You can create a profile by registering with the Web Service and entering your email address and creating a user name and a password. By registering, you are authorizing us to collect, store and use your email address in accordance with this Privacy Policy.

### 3. Children's Privacy

The Site and the Web Service are not directed to anyone under the age of 15. The Site does not knowingly collect or solicit information from anyone under the age of 15, or allow anyone under the age of 15 to sign up for the Web Service. In the event that we learn that we have gathered personal information from anyone under the age of 15 without the consent of a parent or guardian, we will delete that information as soon as possible. If you believe we have collected such information, please contact us at [support@alxcommunity.com](mailto:support@alxcommunity.com).

## II. HOW WE USE AND SHARE INFORMATION

### Personal Information:

Except as otherwise stated in this Privacy Policy, we do not sell, trade, rent or otherwise share for marketing purposes your Personal Information with third parties without your consent. We do share Personal Information with vendors who are performing services for ALX Community, such as the servers for our email communications who are provided access to a user's email address for purposes of sending emails from us. Those vendors use your Personal Information only at our direction and in accordance with our Privacy Policy.

In general, the Personal Information you provide to us is used to help us communicate with you. For example, we use Personal Information to contact users in response to questions, solicit feedback from users, provide technical support, and inform users about promotional offers.

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We may share Personal Information with outside parties if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to meet any applicable legal process or enforceable governmental request; to enforce applicable Community Rules, including investigation of potential violations; to address fraud, security or technical concerns; or to protect against harm to the rights, property, or safety of our users or the public as required or permitted by law.

### Non-Personal Information:

In general, we use Non-Personal Information to help us improve the Web Service and customize the user experience. We also aggregate Non-Personal Information in order to track trends and analyze use patterns on the Site. This Privacy Policy does not limit in any way our use or disclosure of Non-Personal Information and we reserve the right to use and disclose such Non-Personal Information to our partners, advertisers and other third parties at our discretion.

In the event we undergo a business transaction such as a merger, acquisition by another company, or sale of all or a portion of our assets, your Personal Information may be among the assets transferred. You acknowledge and consent that such transfers may occur and are permitted by this Privacy Policy and that any acquirer of our assets may continue to process your Personal Information as set forth in this Privacy Policy. If our information practices change at any time in the future, we will post the policy changes to the Site so that you may opt out of the new information practices. We suggest that you check the Site periodically if you are concerned about how your information is used.

### III. HOW WE PROTECT INFORMATION

We implement security measures designed to protect your information from unauthorized access. Your account is protected by your account password, and we urge you to take steps to keep your personal information safe by not disclosing your password and by logging out of your account after each use. We further protect your information from potential security breaches by implementing certain technological security measures including encryption, firewalls and secure socket layer technology. However, these measures do not guarantee that your information will not be accessed, disclosed, altered or destroyed by breach of such firewalls and secure server software. By using our Web Service, you acknowledge that you understand and agree to assume these risks.

### IV. YOUR RIGHTS REGARDING THE USE OF YOUR PERSONAL INFORMATION

You have the right at any time to prevent us from contacting you for marketing purposes. When we send promotional communication to a user, the user can opt-out of further promotional communications by following the unsubscribe instructions provided in each promotional e-mail. Please note that notwithstanding the promotional preferences you indicate by unsubscribing, we may continue to send you administrative emails including, for example, periodic updates to our Privacy Policy.

### V. LINKS TO OTHER WEBSITES

As part of the Web Service, we may provide links to or compatibility with other websites or applications. However, we are not responsible for the privacy practices employed by those websites or the information or content they contain. This Privacy Policy applies solely to information

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collected by us through the Site and the Web Service. Therefore, this Privacy Policy does not apply to your use of a third-party website accessed by selecting a link on our Site or via our Web Service. To the extent that you access or use the Web Service through or on another website or application, then the privacy policy of that other website or application will apply to your access or use of that site or application. We encourage our users to read the privacy statements of other websites before proceeding to use them.

### VI. CHANGES TO OUR PRIVACY POLICY

ALX Community reserves the right to change this Privacy Policy at any time. We will notify you of significant changes to our Privacy Policy by sending a notice to the primary email address specified in your account or by placing a prominent notice on our site. Significant changes will go into effect 30 days following such notification. Non-material changes or clarifications will take effect immediately. You should periodically check the Site and this privacy page for updates.

### USE OF WEB SERVICE

The following rules apply when you view or use the Web Service [www.alxcommunity.com](http://www.alxcommunity.com) or by accessing the Web Service. Please review the following terms carefully. By accessing or using the Web Service, you signify your agreement to these rules. If you do not agree to be bound by these rules in their entirety, you may not access or use the Web Service.

### ABOUT THE WEB SERVICE

The Web Service allows you to access your account information online, visit an exclusive members' area of the software platform where you can interact with other members (through private chats and/or open discussions), search members by specific skill sets or industry and access benefits from our partner companies.

### REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE WEB SERVICE

You need to be at least 18 years old and a resident of the United States to register for and use the Web Service. If you are a user who signs up for the Web Service, you will create a personalized account that includes a unique username and a password to access the Web Service and to receive messages from ALX Community. You agree to notify us immediately of any unauthorized use of your password and/or account. ALX Community will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your member name, password and/or account.

### USE RESTRICTIONS

Your permission to use the Site is conditioned upon the following use, posting and conduct restrictions. You agree that you will not under any circumstances:

- access the Web Service for any reason other than your personal, non-commercial use solely as permitted by the normal functionality of the Web Service;
- collect or harvest any personal data of any user of the Site or the Web Service;
- use the Site or the Web Service for the solicitation of business in the course of trade or in connection with a commercial enterprise;

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- distribute any part or parts of the Site or the Web Service without our explicit written permission (we grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices, but retain the right to revoke this permission at any time on a general or specific basis);
- use the Web Service for any unlawful purpose or for the promotion of illegal activities; • harass, abuse or harm another person or group, or attempt to do so;
- use another user's account without permission;
- intentionally allow another user to access your account;
- provide false or inaccurate information when registering an account;
- interfere or attempt to interfere with the proper functioning of the Web Service;
- make any automated use of the Site, the Web Service or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Web Service, or use any software, technology, or device to scrape, spider, or crawl the Web Service or harvest or manipulate data;
- circumvent, disable or otherwise interfere with any security-related features of the Web Service or features that prevent or restrict use or copying of content, or enforce limitations on use of the Web Service or the content accessible via the Web Service; or
- publish or link to malicious content of any sort, including that intended to damage or disrupt another user's browser or computer.

### POSTING AND CONDUCT RESTRICTIONS

When you create your own personalized account, you will be able to provide additional information about your skill sets and industry experience ("User Content") to the Web Service. You are solely responsible for the User Content that you post, upload, link to or otherwise make available via the Web Service. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. ALX Community, however, reserves the right to remove any User Content from the Web Service at its sole discretion. We grant you permission to use and access the Web Service, subject to the following express conditions surrounding User Content. You agree that failure to adhere to any of these conditions constitutes a material breach of these Posting and Conduct Restrictions. By transmitting and submitting any User Content while using the Web Service, you agree as follows:

- You are solely responsible for your account and the activity that occurs while signed in to or while using your account;
- You will not post information that is malicious, libelous, false or inaccurate;
- You will not post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;

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- You retain all ownership rights in your User Content but you are required to grant the following rights to the Site and to users of the Web Service as set forth more fully under the “License Grant” and “Intellectual Property” provisions below: When you upload or post User Content to the Site or the Web Service, you grant to the Site a worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform that Content in connection with the provision of the Web Service; and you grant to each user of the Web Service, a worldwide, non-exclusive, royalty-free license to access your User Content through the Web Service, and to use, reproduce, distribute, prepare derivative works of, display and perform such Content to the extent permitted by the Web Service and under these Posting and Conduct Restrictions;
- You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, or others unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and
- You hereby agree that we have the right to determine whether your User Content submissions are appropriate and comply with these Posting and Conduct Restrictions, remove any and/or all of your submissions, and terminate your account with or without prior notice. You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Web Service is solely your responsibility. The Site is not responsible for any public display or misuse of your User Content. The Site does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Web Service or with other users.

### ONLINE CONTENT DISCLAIMER

Opinions, advice, statements, offers, or other information or content made available through the Web Service, but not directly by the Site, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. We do not guarantee the accuracy, completeness, or usefulness of any information on the Site or the Web Service nor do we adopt nor endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made by other parties. We take no responsibility and assume no liability for any User Content that you or any other user or third party posts or sends via the Web Service. Under no circumstances will we be responsible for any loss or damage resulting from anyone’s reliance on information or other content posted on the Web Service, or transmitted to users. Though we strive to enforce the Posting and Conduct Restrictions, you may be exposed to User Content that is inaccurate or objectionable when you use or access the Site or the Web Service. We reserve the right, but have no obligation, to monitor the materials posted in the public areas of the Site or the Web Service or to limit or deny a user’s access to the Web Service or take other appropriate action if a user violates the Posting and Conduct Restrictions or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. (E-mails sent between you and other participants that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law.) ALX Community shall have the right to remove any material that in its sole opinion violates, or is alleged to violate, the law or the Posting and Conduct Restrictions or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of misuse of our Web Service or violation of the Posting and Conduct Restrictions, please contact

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us at [support@alxcommunity.com](mailto:support@alxcommunity.com).

### LINKS TO OTHER SITES AND/OR MATERIALS

As part of the Web Service, we may provide you with convenient links to third-party website(s) (“Third Party Sites”) as well as content or items belonging to or originating from third parties (the “Third Party Applications, Software or Content”). These links are provided as a courtesy to Web Service subscribers. We have no control over Third Party Sites or Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third-Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply our approval or endorsement. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk, and you should be aware that our terms and policies, including the Posting and Conduct Restrictions, no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party Site to which you navigate from the Site or relating to any applications you use or install from the Third Party Site.

### COPYRIGHT

ALX COMMUNITY is committed to complying with U.S. copyright and related laws and requires all members and users of ALX COMMUNITY to comply with these laws. Accordingly, you may not store or disseminate any material or content in a manner that constitutes an infringement of third party intellectual property rights, infringing rights granted by U.S. copyright law. Owners of copyrighted works who believe their rights have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the “DMCA”) to report alleged infringements. ALX COMMUNITY reserves the right to terminate the membership of any member who is either found to infringe third party copyright or other intellectual rights or who ALX COMMUNITY believes in its sole judgment is infringing these rights.

### LICENSE GRANT

By posting any User Content via the Web Service, you expressly grant, and you represent and warrant that you have a right to grant, to ALX Community a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Web Service.

### INTELLECTUAL PROPERTY

You acknowledge and agree that we and our licensors retain ownership of all intellectual property

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rights of any kind related to the Web Service, including applicable copyrights, trademarks, and other proprietary rights. Other product and company names that are mentioned on the Web Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under these Community Rules.

### EMAIL MAY NOT BE USED TO PROVIDE NOTICE

Except as otherwise provided in ALX Community's Terms and Conditions, communications made through the Web Service's email and messaging system will not constitute legal notice to ALX Community, or any of its officers, employees, agents or representatives, in any situation where legal notice is required by contract or any law or regulation.

### USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you: (a) consent to receive communications from us in an electronic form via the email address you have submitted; and (b) agree that all Community Rules, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. The foregoing does not affect your non-waivable rights. We may also use your email address to send you other messages, including information about the Site or the Web Service and special offers. You may opt-out of such email by changing your account settings, by using the "Unsubscribe" link in the message, or by sending an email to [support@alxcommunity.com](mailto:support@alxcommunity.com) or mail to the following postal address: Customer Support, ALX Community, 106 N Lee Street, Alexandria, VA 22314. Opting out may prevent you from receiving messages regarding the Site, the Web Service or special offers.

### WARRANTY DISCLAIMER

THE WEB SERVICE, IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE WEB SERVICE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE WEB SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE WEB SERVICE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ALX COMMUNITY, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM: (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE WEB SERVICE; (C) THE WEB SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE WEB SERVICE AVAILABLE; OR (D)

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ANY OTHER INTERACTIONS WITH THE WEB SERVICE OR ANY OTHER USER OF THE WEB SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU. If you have a dispute with one or more users, a restaurant or a merchant of a product or service that you review using the Web Service, you release us (and our officers, directors, agents, subsidiaries, joint ventures, and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident using the Web Service, you specifically waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

### DOG POLICY

At this time ALX Community is only allowing dogs in the Facility. All Members are eligible to bring a dog into the Facility, subject to:

1. Formal approval granted by the Community Manager; and
2. A maximum number of dogs being permitted in the Facility on any one day (please speak to the Community Manager about this).

Persons bringing dogs into or out of the Facility are required to utilize the designated dog entrance.

Dog owners shall be responsible for any damage caused by their dogs to ALX Community property or the property of other members, as well as for any incremental cleaning or repair costs associated with the presence of their dogs in and about the Facility.

Dog owners shall be responsible for any medical bills from injuries, bites or scratches to ALX Community staff, members, or other users of or visitors to the Facility.

Dog owners must indemnify ALX Community against any loss, claim or liability resulting from the presence of their dogs in and about the Facility and the Building.

Dog owners shall be responsible for their dogs' wellbeing, behavior, and biological needs (scooping, bagging, cleaning, and sanitizing).

No dog shall be left unattended in the Facility at any time. All dogs MUST be:

1. Current on flea prevention treatments, and have all appropriate vaccinations (and, upon request, you shall provide us with evidence of all current vaccinations);
2. Parasite-free (fleas, ticks, etc.);
3. Spayed or neutered;
4. Obedient;
5. Potty trained and of good hygiene (e.g., no foul, unpleasant or strong odors); and
6. Under their owner's physical control 100% of the time (no free rein in community/public areas, no leash-dragging, no wandering dogs).

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NO dog shall:

1. Exhibit aggressive behavior;
2. Cause excessive noise through barking, growling or otherwise;
3. Be disruptive to other community members, and/or inhibit work productivity;
4. Block member access to public spaces; or
5. Engage in loud play.

Dog owners shall be respectfully attentive to co-workers who may be uncomfortable or distracted by the dog's behavior:

1. Proactively address distractions;
2. Be open to your co-workers' suggestions on how to improve distractions;
3. No squeaky toys;
4. No meaty treats.

ALX Community Managers reserve the right to remove you and/or your dog's membership at their discretion to ensure the safety and wellbeing of our members.

### IV. LEGAL MATTERS

**Liability.** Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced in the Agreement and all direct or general damages), the entire liability of ALX Community or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, under any provision of the Agreement, and your exclusive remedy for all of the foregoing, shall be limited to actual damages incurred by you. In no event shall ALX Community or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly or individually be liable for any special, incidental, indirect, punitive, consequential or other indirect damages whatsoever under or in connection with any provision of the Agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of ALX Community, and even if ALX Community has been advised of the possibility of such damages. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law.

**Disclaimer and Warranties.** To the maximum extent permitted by applicable law, ALX Community provides the Services "as is" and with all faults, and hereby disclaims with respect to the Services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement concerning any use of the Services. The entire risk as to the quality, or arising out of participation in or the use of, the Services, remains with you.

**Indemnification.** You hereby agree to indemnify, defend and hold harmless ALX Community and its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly

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and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent or illegal actions, errors and omissions, willful misconduct, tortious conduct or fraud in connection with the participation in or use of the Services. You further agree that in the event you bring a claim or lawsuit in violation of the Agreement, or ALX Community brings a claim or lawsuit against you to enforce your obligations hereunder, you shall be liable for any attorneys' fees and costs incurred by ALX Community or its respective officers and agents in connections with the defense or prosecution of such claim or lawsuit.

**Applicable Law and Dispute Resolution.** The Agreement and the transactions contemplated hereby are governed by and construed under the laws of the Commonwealth of Virginia. Except that either party may seek equitable or similar relief from any court of competent jurisdiction, any dispute, controversy or claim arising out of or in relation to the Agreement, or the breach, termination or invalidity of the Agreement, that cannot be settled amicably by agreement of the parties to the Agreement, shall be submitted to an organization reasonably designated by us (e.g., the American Arbitration Association) for resolution by binding arbitration. The arbitration shall be administered and conducted by the designated organization, and a single individual shall serve as the arbitrator according to the standard arbitration rules of the designated organization governing at the time one of the parties initiates a claim. The place of arbitration shall be Alexandria, Virginia. The proceedings shall be confidential and in English. The award rendered shall be final and binding on both parties. Judgment on the award may be entered in any court of competent jurisdiction.

Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. You and we also agree not to participate in claims brought in a private attorney general or representative capacity, or any consolidated claims involving another person's account, if we are a party to the proceeding. **YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US, INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**

### V. MISCELLANEOUS

**Entire Agreement.** These Terms and Conditions (including the Community Rules that are incorporated herein by reference) and the Membership Details section of your Agreement collectively constitute the entire Agreement between the parties pertaining to the subject matter contained therein and supersede all prior and contemporaneous agreements, representations, and understandings of the parties pertaining to such subject matter. ALX Community may in its sole discretion, upon written notice, change these Terms and Conditions. These Terms and Conditions and the Membership Details section of your Agreement shall be binding on your heirs, legal representative, successors and permitted assigns. In no event may you assign in whole or in part your membership or use of the Services, without the advance written consent of ALX Community.

**Severability and Waivers.** In the event that any provision or portion of the Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of the Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest

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extent permitted by applicable law. No waiver shall be binding on ALX Community unless executed in writing by an authorized representative of ALX Community.

**Nature of the Agreement; Relationship of the Parties.** The Agreement creates no tenancy interest, leasehold estate, or other real property interest. The Agreement shall not be deemed to create a fiduciary, employment or agency relationship, or partnership or joint venture, for any purpose. The whole of the Facility remains our property and in our possession and control. ALX Community is giving you the right to share with us the use of the Facility so that we can provide the Services to you.

### **ALX COMMUNITY COMMUNITY RULES**

ALX Community offers shared workspace in an environment we expect will evolve and improve day by day, month by month, year by year. As a member of the ALX Community facility (the “Facility”), we expect you to be positive and believe in your own personal mission and that of our COMMUNITY. You will achieve great things by working, meeting, collaborating, learning, and having fun in the COMMUNITY. We also believe strongly in giving back to the wider community. Please be a part of this by providing input to improve ALX Community for everyone.

As a member of ALX Community, you represent ALX Community and our expectation is that you will comply with the ALX Community rules.

### **SECTION 1: ALX COMMUNITY’S RULES.**

By signing your Membership Agreement, you are agreeing to be bound by the rules and other guidelines below. Your membership benefits do not start until you agree to the Membership Agreement during your registration and attend an orientation with respect to your membership. Please abide by the following:

- **Business Hours.** Our normal business hours are 8:30 am–5:30 pm, Monday-Friday. However, from time to time, we reserve the right to close a Facility or section of a Facility for repair, emergency or other reasons. We will attempt to provide you reasonable notice of a closure whenever possible. Persons with Private Office, Executive Office, Dedicated Desk and Flex memberships do have 24/7 access to the Facility, though not all services will be offered beyond our normal business hours.
- **Holidays.** While the Facility will be open, our team is typically off on most standard US holidays.
- **Behavior.** ALX Community offers a modern co-working and flexible working environment. Recognize that different members have different working styles. We request that all members display appropriate and respectful behavior. ALX Community may terminate the membership of any member who fails to adhere to this standard. In the case of minor breaches, ALX Community will provide a warning and reasonable opportunity to cure prior to terminating a member’s membership. Actions that may result in immediate termination include but are not limited to unlawful use of the Facility, any use that may damage the Facility (including its computer system or computer network) or cause injury to another, and any action that prevents other members from using the ALX Community Facility. Harassment of other members and hate speech will not be tolerated. Members of so-called “hate groups” are not welcome at ALX Community.

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- **Prohibited Use.** You may not use the Facility for lodging or sleeping or for any immoral or illegal purpose. Please do not make retail sales to members of the public from the Facility, or solicit business from other persons using the Facility.
- **Smoking.** No smoking (including vaping) is permitted in the Facility or the Building.
- **Weapons.** The Facility is a weapons-free environment. You may not carry weapons (concealed or not) of any kind in the Facility.
- **Safety and Security.** While all ALX Community locations have surveillance cameras at entrances and public access areas, we cannot guarantee a 100% secure environment. Please be aware of your surroundings at all times.
- **Dogs.** ALX Community is a dog-friendly community. All dog owners are subject to our dog policy if they bring their dog to the Facility.
- **Access.** Keys, key cards, keyless applications and other such items used to gain physical access to the Facility remain our property. You will be liable for replacement fees should any keys or other access devices be lost, stolen or destroyed. You also agree that you may not share keys, key cards, keyless applications and other such items used to gain physical access to the Facility with anyone who is not an active member or employee of the ALX Community. Under no circumstance should you prop open the door to the Facility.
- **Guests.** Anyone visiting you at ALX Community will need to check-in at the front desk inside the main coworking space and/or use our electronic receptionist to alert you they are here. You will receive email and/or text notification that your guest is waiting at the front desk. Guests must be accompanied by a member at all times. The hosting member will be responsible for their guests' actions at all times. A maximum of 4 guests are permitted after hours, and only with members who have a 24/7 membership. All guests working in the space for more than 1.5 hours are subject to the Day Pass rates.
- **Kitchens.** It is your responsibility to maintain the Facility in a safe, sanitary and presentable condition. This includes returning dirty dishes, glasses, or cups to the kitchen area for cleaning. Please use the dishwasher and appropriate trash containers, and recycle where possible. In order to maintain a clean and sanitary environment, we request that any food be eaten in the kitchen or patio area and not at your dedicated desk or flex space. Please dispose of any food in the kitchen trash, not in your space. Rinse the dirty dishes, glasses, or cups you used. If the dishwasher is full, turn it on and hand-wash your dish, glass, or cup. When the dishwasher cleaning cycle is complete, please assist in putting dishes away. Please do not store dishware, glasses, cups, etc. in your workspace. The refrigerator is provided for your use, but please remove your food and beverages at the end of each week. The honor bar is operated by an honor system. Please check out anything you are consuming. If your favorite snack is out of stock, please let us know.
- **Common Areas.** Common areas are meant for everyone's use, and should not be used as your own personal workspace for excessive amounts of time, as this prevents others from using the space as casual meeting space. If telephone conversations are required, try to use phone booths or other semi-private areas. Please don't use phone booths as private workspaces. Phone booths are to be shared. Please do not bring your own TVs or other musical devices in common areas. If you have such devices in your offices, please respect your neighbors.
- **Furniture/Other Equipment/Decorations.** The workspaces are provided as-is. No modifications

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are allowed. Each member should immediately notify an ALX Community team member of any problems with or damage to the Facility, including but not limited to fixtures, windows, heating and cooling systems, and water leaks. Any damage you or your guests cause to any furniture, any fixtures, fittings or other equipment could result in you being charged for repair work and/or replacement.

- **Confidentiality.** Unlike an office where everyone works for the same company, at ALX Community, you are one of many diverse businesses, and as such there may be times when you overhear others' conversations or pick up others' copies from a printer. Any information disclosed by ALX Community or by other members of ALX Community (including through your keen observation) may be confidential or proprietary in nature. Please help us maintain this confidentiality.
- **Children.** All members of ALX Community must be 18 years of age or older. We recognize there may be isolated occasions when you desire to have your children present with you in the Facility. The presence of children in the Facility is subject to approval by the Community Manager, so please seek that approval as soon as you become aware of a situation in which you desire to have your child(ren) present in the Facility. In such cases, any child in the space must be with you and is your responsibility. Well behaved and supervised children who are 12 years of age or older may be eligible to attend some events with the permission of the Community Manager. We request you ensure they behave in an appropriate manner while present for any event or other times.
- **Bicycles/Scooters.** Please keep bikes at designated storage areas, and make sure to clean up any oil, mud or other debris from those storage areas. No scooters are permitted in the Facility.
- **Events.** ALX Community is a multi-purpose destination and will host events at all locations, during the day, evening and weekend hours. Every attempt will be made to clearly mark private areas. Event participants must not use members' workspaces. Portions of the Facility may be closed when we are hosting special events.
- **Printing.** The use of our printers is currently provided to most membership types. Any excess usage will be charged per your Membership Agreement.
- **Insurance.** ALX Community will carry General Liability and Business Personal Property insurance covering its own personal property. As a member, it is strongly suggested that you carry an insurance policy of some type to cover your own equipment while using our Facility. ALX Community cannot provide insurance for you with respect to any loss of your property or business (including cyber losses) resulting from your use of the Facility. Further, you acknowledge that it is solely your responsibility to make sure you are properly insured against such losses, and you acknowledge granting a full waiver of liability for ALX Community.
- **HVAC.** Heating, Ventilation, and Cooling is provided for your comfort. ALX Community is part of the larger building (the "Building"). The system will be maintained at a consistent temperature as provided by our landlord. Cooling and/or heating will be provided from 8:00 am to 6:00 pm Monday through Saturday and from 9:00 am to 1:00 pm on Sunday. Portable heaters pose a safety hazard and are strictly prohibited.
- **Photography/Video.** We love to share the space and stories about our members and the activities we hold and support. You grant ALX Community unrestricted permission to use photographs or

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video taken within the Facility for any purpose whatsoever.

- **Meeting Rooms.** ALX Community offers meeting rooms as an amenity for your use. Members must use credits (as detailed in your Membership Agreement) or usage fees will be charged. Please be respectful of the times you book and extend the booking if you need more time (if the room is available). Please leave the rooms as you found them. Please remove debris, store supplies, wipe clean the whiteboards and turn off the electronics/technology. If you are in a meeting room and it is not reserved, we have the right to charge you for its use.
- **Conversations, music or videos.** Please be respectful of others while on the phone. Take calls in your private or executive office with the door closed, a phone booth, reserved meeting room or quietly in a designed public space. Please do not use a speakerphone or any other audio device at the flex desk, dedicated desks, hallways or in public areas. We prefer that you turn your ringer on vibrate.
- **Building Rules.** Please be aware that all ALX Community locations exist inside multi-tenant business buildings, which means that ALX Community members also must abide by the rules of the Building. Please know that similar to our rules which may change, the Building's rules may change over time. The Building rules and any changes thereto will be posted on the ALX Community website

### SECTION 2: MEMBERSHIPS AND MEMBER BENEFITS

- **Membership Types:** Below is a description of the current ALX Community membership types and specific rules that apply to each. Memberships can be upgraded at any time, and are subject to availability. You understand and agree that you will be billed a monthly or annual recurring membership fee per the membership you have selected and that prices are subject to change. ALX Community reserves the right to change pricing, benefits, and memberships anytime at its discretion.
  - **Home Location:** Because ALX Community has multiple locations, we need to associate each member with a home location. While all membership levels may be able to visit other ALX Community locations, if your membership level includes 24/7 access, 24/7 access is only good at your home location. Individual Membership Types:
  - **Day Pass:**
    - Day Pass holders enjoy the use of one of the flex seats, based on availability, or one of our public spaces.
    - Day Pass holders enjoy unlimited coffee, WiFi access, use of the phone booths (based on availability), and printing and copying (for an extra charge).
    - Access to the space is limited to 8:30 am to 5:30 pm, Monday through Friday.
    - Your use is for the day you reserved. There are no refunds for Day Pass holders.
    - Meeting room access, printing and related services, honor bar snacks, and drinks may be purchased.
    - You may invite a guest(s) to join you, provided you have purchased a Day Pass for them or booked a meeting room for your use.
    - Day Passes are not transferable to other locations or other people.
- **Flex Membership:**

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- Flex members enjoy the use of one of the flex seats, based on availability, or one of our public spaces.
  - Flex members enjoy unlimited coffee, WiFi access, use of the phone booths (based on availability), printing and meeting room credits, discounts for additional meeting room usage, an invitation to events, ability to register one business to receive mail/packages (or multiple businesses for additional fees).
  - Orientation: You must attend a member orientation session before you begin using your membership.
  - Memberships are on a month-to-month basis.
  - Cancellation notice: Notification via the online Membership Cancellation Form with full 30-day notice.
  - Mail: A single company is able to register their address and receive mail/packages. Any approved additional companies must register and an additional charge will apply. If the company name varies from what is registered with ALX Community, this may result in returned mail and packages and/or additional fees.
  - Mail and packages must be picked up within 30 days. ALX Community will forward your mail and packages to you, at your expense, if packages are left beyond 30 days, or we may return them to the sender. It is your responsibility to ensure your address and other information is up to date.
  - Single Membership: A flex membership may not be shared. This membership is only for one authorized user.
  - Guests may not sit with you at your desk(s).
  - Flex desk members may bring dogs into the community, subject to the dog policy. Please be mindful of the flex desk area. Large breeds of dog may not fit in the area adjacent to your desk.
- Dedicated Desks:
- Dedicated Desk members enjoy the use of their dedicated desk or our public spaces.
  - Dedicated Desk members enjoy unlimited coffee, WiFi access, use of the phone booths (based on availability), printing and meeting room credits, discounts for additional meeting room usage, invitation to events, ability to register one business to receive mail/packages (or multiple businesses for additional fees).
  - Orientation: You must attend a member orientation session before you begin using your membership.
  - Commitment requirement: Varies by Membership Agreement.
  - Cancellation notice: Notification via the online Membership Cancellation Form with a full 30-day notice.
  - Mail: A single company is able to register their address and receive mail/packages. Any approved additional companies must register and an additional charge will apply. If the company name varies from what is registered with ALX Community, this may result in returned mail and packages and/or additional fees.
  - Mail and packages must be picked up within 30 days. ALX Community will forward your mail and packages to you, at your expense, if packages are left beyond 30 days, or we may return them to the sender. It is your responsibility to ensure your address and other information is up to date.
  - Due to space constraints, ALX Community cannot accept large packages (examples include

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- boxes larger than 24"x24", etc.).
- Single Membership: A dedicated desk may not be shared. This membership is only for one authorized member.
- Guests may not sit with you at your dedicated desk(s).
- Dedicated desk members may bring dogs into the community, subject to the dog policy. Please be mindful of the dedicated desk area. Large breeds of dog may not fit in the area adjacent to your desk.
- Private or Executive Office(s):
  - Private or Executive Office members enjoy the use of their office and our public spaces.
  - Private or Executive Office members enjoy unlimited coffee, WiFi access, use of the phone booths (based on availability), printing and meeting room credits, discounts for additional meeting room usage, an invitation to events, ability to register one business to receive mail/packages (or multiple businesses for additional fees).
  - Orientation: You must attend a member orientation session before you begin using your membership.
  - Commitment requirement: Varies by Membership Agreement.
  - Cancellation notice: This will be found in your Membership Agreement.
  - Multiple Companies: A private or executive office may be occupied by multiple companies with the permission of ALX Community. However, the responsibility of payment resides with the authorized member, and ALX Community will only accept one form of payment.
  - Mail: A single company is able to register their address and receive mail/packages. Any approved additional companies must register and an additional charge will apply.
  - If the company name varies from what is registered with ALX Community, this may result in returned mail and packages and/or additional fees.
  - ALX Community may put your mail and/or packages in your office. We request that excessively large/heavy packages not be delivered to the community without agreement/permission from the Community Manager.
  - Roster: All names of additional members must be included in the membership roster. Any changes to the roster must be provided in writing a minimum of 48 hours prior to the individual starting, by writing to [membership@exploreALXCOMMUNITY.com](mailto:membership@exploreALXCOMMUNITY.com).
  - At the end of the membership, all access cards, Facility keys and filing cabinet keys need to be turned in to the Community Manager on or before the last day of the membership term. The office should be returned in the condition it was received or a cleaning fee of \$250 will be charged to the account on file as well as additional charges for any damages.
  - You may make your office your own. ALX Community wants you to be comfortable in your space and understands that you may want to bring in your own furniture or decorative items. ALX Community will need to approve your selections before you bring anything in and reserves the right to refuse furniture that is offensive or distasteful, or is oversized and would require doors to be removed. Each location has specific rules around the timing of when you can move in or out, and charges may apply.
  - If you are approved to hang a whiteboard or place anything on the wall, you will need to use an approved vendor to do the work, and charges will apply.
- Virtual:

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- Virtual members enjoy registering their business address with one of the ALX Community facilities to receive and pick up mail.
  - Only authorized members may pick up mail registered to a member's business. Identification will be required at pick up.
  - Single Company: A virtual membership is only available for a single company. We understand that some people operate many companies, and you may purchase additional virtual memberships to register each one. Any violation of this clause could result in additional charges, returned mail or packages and/or termination of membership.
  - Mail and packages must be picked up within 30 days. ALX Community will forward your mail and or packages to you, at your expense, if packages are left beyond 30 days, or we may return them back to the sender. It is your responsibility to ensure your address and other information is up to date.
  - ALX Community will not be responsible for any damage to mail/packages, nor does it guarantee that packages that are perishable or require refrigeration will not spoil.
  - Due to space constraints, ALX Community cannot accept large packages (examples include boxes larger than 24"x24", etc.).
  - Mail may be picked up from 8:30 am to 5:30 pm, Monday through Friday.
  - Memberships are on a month-to-month basis.
  - Cancellation notice: Notification via the online Membership Cancellation Form with full 30-day notice.
  - Meeting rooms, printing, and related services, the honor bar snacks and drinks may be purchased at discounted rates.
- Community:
    - Community members enjoy credits to access meeting rooms and/or day passes.
    - Community member benefits include access to WiFi, printing and meeting room credits, discounts for additional meeting room usage and invitations to events.
    - Orientation: You must attend a member orientation session before you begin using your membership.
    - Memberships are on a month-to-month basis.
    - Cancellation notice: Notification via the online Membership Cancellation Form with a full 30-day notice.
    - Single Company: A single company may use a Community Membership and its benefits. Membership is not transferable, nor can it be shared.

### SECTION 3: ADDITIONAL SERVICES

Below are additional services you can add to your membership level. Services can be upgraded at any time, but are subject to availability. Pricing and packages are subject to change. Please see your Community Manager if you are interested in adding any of these to your membership.

- Storage Locker: A locker is for storage of your office supplies, computers, clothes, etc. You will receive private access for your use only. Rates vary by size and time commitment. You may not store perishables, weapons, or any noxious, odorous or hazardous materials.
- Mail/Package Services: Receipt of mail on your behalf is covered under each membership type. Packages can be signed for, and you will receive email notification when a package is received on your behalf. In order to receive mail, you need an active membership.

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## HOUSE RULES

- o Deliveries must be received during business hours.
- o Mail forwarding and/or scanning services are available for additional fees.
- Signage: Private or Executive Office members may put up signage on their doors through our approved vendor at an additional cost. Each sign must comply with our specifications. Ask an ALX Community team member for more details.
- Parking: We may be able to offer you the opportunity to set up parking contracts with several local partners directly through ALX Community. ALX Community is not responsible for your vehicle.
- Telephones: If you are a Private or Executive Office member, we can introduce you to a softphone provider. If you choose to engage them, your agreement will be with them. ALX Community is not responsible for rates charged by the vendor.
- Events: ALX Community can accommodate events for groups of 2 to 100+ people. See your ALX Community Manager for details.
- Temporary Staff: ALX Community may be able to assist you with event staffing. See your ALX Community Manager for details.
- TALX: Our TALX series offers you the opportunity to learn and grow with topics about Professional Development, Health & Wellness, and Community Involvement and Activation.
- Isolated Network Traffic: Our secure network may make this unnecessary, but if you want it, we can add a VLAN at a small monthly fee.
- Privacy: We can help coordinate adding privacy film to specific offices or blinds on interior windows. We cannot offer this in every office location but will certainly provide options. Check with your ALX Community Manager for more details.
- Honor Bar: Check out our honor bar for great snacks and drinks. Charges apply and are listed at each location.
- Catering: Let us help refer you to some great local providers, or we can handle everything for you for a small fee.
- Ethernet Port: We can make that happen for Private or Executive Office members.
- Call Answering: If you need help, we can refer you to one of our partners and professionals who can answer your business line and direct messages.
- IT Support: We can refer you to an IT vendor.
- Rental Furniture: In addition to the furniture provided, we offer Private or Executive Office members several additional rental options. The term, security deposit, and the rental cost is determined by the item. Please see your ALX Community team member for further details.

In addition to the foregoing, we have negotiated discounts for our members with numerous merchants and service providers in the vicinity of the Facility. Please talk to an ALX Community staff member for a list of these great benefits.

### SECTION 4: GENERAL TERMS

We can amend these Community Rules at any time. It is your responsibility to check the Site from time to time to view any such changes in the Community Rules. Your continued use of the Facility, the Site or the Web Service signifies your agreement to our revisions to these Community Rules. We will endeavor to notify you of material changes to the Community Rules by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration.

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## HOUSE RULES

For this additional reason, you should keep your contact and profile information current.

If any part of these Community Rules is held or found to be invalid or unenforceable, the remaining portions of the Community Rules will remain in full force and effect.

Any failure on our part to enforce any Community Rules will not be considered a waiver of our right to enforce such Community Rules in the future.

Terms and Conditions may change from time to time. Please visit <https://alxcommunity.com/terms-and-conditions/> for the most up to date information.

YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND WILL BE BOUND BY THESE COMMUNITY RULES. Terms and Conditions may change from time to time.

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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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## License Terms

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



### NON-SOLICITATION

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

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



### DAMAGES AND INSURANCE

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

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



### PAYMENT

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

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

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

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

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## License Terms

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

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



### CANCELLATION

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

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

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

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

#### **Flexible Cancellation Terms**

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

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

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



### DEPOSIT

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

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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.