

DASH License[®] Monthly Use

1

DEFINITIONS

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

2

AGREEMENT

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

3

HOUSE RULES

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

4

LICENSE TERMS

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

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DEFINITIONS

AGREEMENT DATE

GUEST:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

SPACE DETAIL:

NAME

SPACE TYPE:

MAX OCCUPANCY:

SIZE (SQ FT):

TERM:

START DATE:

END DATE:
(Optional)

CANCELLATION TERMS

MINIMUM TERM

HOST & BUILDING:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

FEES, DEPOSIT AND TAXES:

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

MONTHLY CHARGE

SETUP CHARGE

DEPOSIT

TAXES

MARKETPLACE SERVICE:

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.

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DIRECT AGREEMENT FOR SPACE HOSTING (DASH) LICENSE

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

The Host and Guest agree as follows:

LICENSE

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

TERM

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

HOUSE RULES

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

PAYMENT

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

DEFINITIONS

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

ENTIRE AGREEMENT

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

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HOUSE RULES

House Rules for Large Inside Office

Terms of Business

1. These are the Terms of Business of Ideal Spaces (the “Terms”). The Terms are hereby incorporated into the Service Agreement which you have signed as the client (hereafter referred to as your “Agreement”). Your Agreement supersedes any previous agreements you may have had with Ideal Spaces for the same services and contains all the terms we have agreed on.

Standard Services Included in Your Standard Fee

1. **Furnished office Accommodation:** Ideal Spaces will provide the number of serviced and fully furnished office accommodations specified in your Agreement, for which you have agreed to pay. Your Agreement lists the accommodations we have allocated for your use (the “Accommodations”). In the event that modifications to the Accommodations are necessary, Ideal Spaces will provide you with prior notice of such modifications, which shall be similar in size and type to your current Accommodations.
2. **Office Services:** Ideal Spaces shall provide the Services, a list of which is available on Ideal Spaces’ portal (“Services”) during normal operating hours, Monday to Friday, from 9:00 a.m. to 5:00 p.m. (the “Operating Hours”). HVAC services will be available Monday to Friday, 7:00 a.m. to 6:00 p.m., and Saturday from 9:00 a.m. to 1:00 p.m. With prior written consent, Ideal Spaces may accommodate special arrangements for the use of the Services, subject to availability and at Ideal Spaces’ sole and exclusive discretion, for an additional fee as specified on Ideal Spaces’ portal.

Using the Accommodations

1. **Moving In:** You will be asked to sign an inventory of all Accommodations, furniture and equipment you are permitted to use, together with a note of its condition, and details of the keys or access cards issued to you.
2. **Number of Employees:** The number of employees or guests present in your Accommodations at any time shall not exceed the number provided in the Agreement. If at any time you exceed the number of people provided on the front of the Agreement without first obtaining the approval and consent of Ideal Spaces, which approval and consent may be granted or withheld in Ideal Spaces’ sole and exclusive discretion, you must pay the hourly or daily rate for additional accommodations. This fee will be in addition to the monthly supplemental fee.
3. **Nature of Your Business:** You must only use the Accommodations solely for the business stated in your Agreement (the “Permitted Use”). The Permitted Use may be modified only with the prior written consent of Ideal Spaces which may be granted or denied in Ideal Spaces’ sole and exclusive discretion. Office/Accommodation use of a “retail” nature, involving frequent visits by members of the public, is not permitted. You must not engage in any business that competes with Ideal Spaces’ business of providing serviced office or cube

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HOUSE RULES

- accommodations. You must not use the name Ideal Spaces or any of its associated companies in any way in connection with your business.
4. **Name And Address:** You may only conduct business under your name or another name previously agreed upon by you and Ideal Spaces. At your request, Ideal Spaces will include your business name in the house directory at the front desk for an additional fee. Ideal Spaces will provide a sign bearing business name to display near your Accommodations. Notwithstanding the foregoing, you shall not place any signs in any other location visible from outside the Accommodations you are using. You may use the business center address as your business address; however, Ideal Spaces shall not be responsible for any service of process or for maintaining any of your business records.
 5. **Alterations or Damage:** You must take good care of all parts of the business center, including its equipment, fittings and furnishings that you use. You must not alter any part of the business center. You are liable for the cost of any damage caused by you, your employees or guests, or other individuals present in the business center with your permission or at your invitation.
 6. : You must not install any furniture or office equipment, cabling, IT or telecom connections without prior written consent of Ideal Spaces, which may be withheld at its absolute discretion.
 7. **Keys And Security:** Any keys or access cards provided by Ideal Spaces for the Permitted Use shall remain the property of Ideal Spaces at all times. You may not make copies of them or allow others to use them without the prior written consent of Ideal Spaces. Any loss of keys or access cards must be reported to us immediately, and you will be responsible for the cost of the replacement keys or cards and/or changing locks to gain access to the Accommodations, if necessary. If you are permitted to use the business center outside the Operating Hours as described in Section 3 above, it is your responsibility to lock the doors to both the Accommodations and the business center when you leave. Any violation of the requirements in this Section shall render you liable for any resulting damage.
 8. **No Illegal Activities:** You must comply with all relevant laws and regulations in the conduct of your business. You, your employees, or your guests may not engage in any illegal activities while using any property of Ideal Spaces, including the Accommodations and the business center. You, your employees, or your guests shall not interfere with the use of the business center by us or by others, cause any nuisance or annoyance, increase the insurance premiums Ideal Spaces has to pay or cause loss or damage to us or to the owner of any interest in the building which contains the business center. You acknowledge that (a) the terms of the foregoing sentence are a material inducement to us for the execution of your Agreement, and (b) any violation by you of the foregoing sentence shall constitute a material default by you hereunder, entitling us to terminate your Agreement.
 9. **House Rules:** You must comply with the house rules that Ideal Spaces will maintain on its website that Ideal Spaces may amend from time to time, which we impose generally on users of the business center whether for reasons of health and safety, fire precautions' or otherwise.
1. You are responsible for arranging insurance for your own property which you bring into the business center and for your own liability to your employees and to third parties. Upon Ideal Spaces' request, you must provide evidence of such insurance.

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HOUSE RULES

Providing the Services

1. **Access to your Accommodation:** In the case of emergency, Ideal Spaces staff can enter your Accommodations at any time. However, unless there is an emergency Ideal Spaces will as a matter of courtesy try to inform you in advance when Ideal Spaces needs access to carry out testing, repair or works other than routine inspection, cleaning and maintenance. We will also respect security procedures to protect the confidentiality of your business.
2. **Delivery of the Services:** Ideal Spaces shall use commercially reasonable efforts to provide the Accommodations to you on or before the commencement date stated in your Agreement (the "Target Date"), provided that if Ideal Spaces does not deliver the Accommodations on or before the Target Date, Ideal Spaces shall not be liable to you for any loss or damage resulting therefrom and, in such case, you may cancel your Agreement without penalty by providing written notice to Ideal Spaces. Ideal Spaces will not charge you the standard fee for the Accommodations you cannot use until they become available.
3. **Suspension Of Services:** We may by notice suspend the provision of Services (including access to the business center) for reasons of political unrest, strikes, or other events beyond our reasonable control, in which event payment of the standard fee will also be suspended for the same period.
4. **Our Liability:** Ideal Spaces is not liable for any loss as a result of our failure to provide a service as a result of mechanical breakdown, strike, delay, failure of team, termination of our interest in the building containing the business center or otherwise unless Ideal Spaces is grossly negligent. Ideal Spaces is also not liable for any failure until you have informed us about it in writing and given us a reasonable time to cure, if appropriate. In addition, client releases Ideal Spaces from any liability arising out of or incurred in connection with any client mail. You agree (a) that Ideal Spaces will not have any liability for any loss, damage or claim which arises as a result of, or in connection with, your Agreement and/or your use of the services except to the extent that such loss, damage, expense or claim is directly attributable to the gross negligence of Ideal Spaces; and (b) that any damages, judgment or award will be subject to the limits set out in the next paragraph. Ideal Spaces will not in any circumstances have any liability for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss. We strongly advise you to insure against all such potential loss, damage, expense or liability.

Limits on Ideal Spaces liability, to the extent Ideal Spaces is liable:

up to a maximum of \$50,000 (for any one event or series of connected events) for damage to your personal property;

up to a maximum equal to 125% of the total fees paid under your Agreement up to the date on which the claim in question arises or \$10,000 (whichever is the lower), in respect of all other losses, damages expenses or claims.

Terms of the Agreement

1. **The Nature Of Your Agreement:** The whole of the business center/office remains our

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HOUSE RULES

property and in our possession and control. You acknowledge that your Agreement creates no tenancy interest, leasehold estate or other real property interest in your favor with respect to the Accommodation. We are giving you just the right to share with us the use of the business center/assigned office so that we can provide the Services to you. The Agreement is personal to you and cannot be transferred to anyone else. Ideal Spaces may transfer the benefit of your Agreement and our obligations under it at any time.

2. **Taxes And Duty Charges:** You agree to pay promptly (i) all sales, use, excise, consumption and any other taxes and license fees which you are required to pay to any governmental authority and provide Ideal Spaces evidence of such payment; and (ii) any taxes paid by Ideal Spaces to any governmental authority that are attributable to your Accommodation, where applicable, including, without limitation, any gross receipts, sales, rent and occupancy taxes, tangible personal property taxes, duties, and other documentary taxes and fees.
3. : Your Agreement remains in effect for the period stated in it and will automatically be extended on a month-to-month basis until terminated by you or by us. You may extend the Agreement on a longer term with provide prior written notice to Ideal Spaces. All periods shall run to the last day of the month in which they would otherwise expire. The fees for any renewal shall be subject to change in accordance with the price listed on the front of the Agreement. In all other aspects your Agreement will renew on the same terms and conditions.
4. **Bringing Your Agreement To An End:** Ideal Spaces or you can terminate your Agreement on the end date stated in it, or at the end of any extension or renewal period, by giving at least : (i) 30 days' prior written notice if the term of the Agreement is month-to-month; (ii) one months' prior written notice if the term of the Agreement is three months; or (iii) three months' prior written notice if the term of the Agreement exceeds three months.
5. **Termination of Your Agreement with Cause:**
 - Ideal Spaces may terminate your Agreement immediately by giving you notice if:
 - You become insolvent, go into liquidation or become unable to pay your debts due;
 - You are in breach of one of the obligations which cannot be put right or which we have given you notice to put right and which you have failed to put right within fourteen days of that notice; or
 - Your conduct or that of someone at the business center/ office with your permission or at your invitation is incompatible with ordinary office use.
 - If Ideal Spaces terminates your Agreement for any of these reasons, it does not terminate any of the outstanding obligations you may have and you must:
 - Pay for additional Services used;
 - Pay the standard fee for the remainder of the period for which your Agreement would have lasted had we not ended it, or if longer than 3 months, then for a further period of three months; and
 - Indemnify and hold harmless Ideal Spaces against all costs and losses Ideal Spaces incurs as a result of the termination.
6. **If The Business Center Is Not Available:** In the unlikely event that we are no longer able to provide the Services and Accommodations at the business center stated in your Agreement, then your Agreement shall terminate by 60 days' prior written notice to you of such event. You will only have to pay standard fees up to the date the Agreement terminates and for the additional Services.

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HOUSE RULES

7. **When Your Agreement Ends:** Upon your departure a flat fee of \$100 per workstation will be assessed to cover the routine cost of repainting and redecorating the Accommodations to return it to its original condition in addition to general maintenance to the common area of the business center to which you have access. We reserve the right to charge additional fees for any repairs needed above and beyond normal wear and tear. If you leave any of your own property in the office, we may dispose of it in any way we choose without owing you any responsibility for it or any proceeds from sale.

If you continue to use the Accommodations when your Agreement has ended, you are responsible for any loss, claim or liability we incur for failure to vacate on time.

1. : While your Agreement is in force and for a period of six months after it ends, you must not solicit or offer employment to any of Ideal Spaces current employees or anyone who has left our employment in the preceding 3 months. If you do, you hereby agree that our loss is the equivalent of one year's salary for each of the employees concerned and you must pay Ideal Spaces damages equal to that amount.
2. : All formal notices must be in writing. Formal notices should be mailed to 301 116th Ave SE Ste 201 Bellevue, WA 98004. You are responsible for maintaining an updated address of record at the center.
3. : The terms of your Agreement are confidential. Neither of us may disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues after your Agreement ends.
4. : You must indemnify, defend and hold Ideal Spaces harmless in respect of all liability, claims, damages, losses, attorneys' fees and expenses which may arise (except to the extent caused by Ideal Spaces gross negligence or willful misconduct):
 - If someone dies or is injured while in the Accommodations you are using;
 - From a third party in respect of your use of the business center and the Services; or
 - If you do not comply with the terms of your Agreement.
5. Law: Your Agreement is interpreted and enforced in accordance with the laws of the State of Washington. Venue for any disputes shall be King County Superior Court, Seattle.
- 6.

In the following clauses any reference to "fees" alone means all of the standard Services fees, pay-as-you-use fees, the Business Services price and the Connectivity Service price.

1. **Standard Services:** The standard fee, the Business Services price (if applicable), the Connectivity Service price (if applicable) and the Telecom Services price (if applicable) plus appropriate taxes and all other fees and charges referred to in our service Agreement, in accordance with our published rates which may change from time to time, are invoiced in respect of the services to be provided during the following month in advance in full on the 1st day (or such other day as Ideal Spaces designates) of each month. The charge for any such month will be 30 times the applicable fee. No refund will be given for months of less than 30 days nor will any additional charge be levied for months of more than 30 days. For a period of less than a month, the applicable fee will be applied on a daily basis. You agree to pay promptly all (i) sales, use, excise and any other taxes, surcharges or license fees which you are required to pay to any governmental authority (and, at our request, will provide to use evidence of such payment), and (ii) any taxes paid by us attributable to your accommodation, including, without limitation, any gross receipts, rent and occupancy taxes,

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HOUSE RULES

- surcharge fees or tangible personal property taxes.
2. **Pay-as-you-use Services:** Fees for pay-as-you-use services, plus applicable taxes, in accordance with our published rates which may change from time to time, are invoiced in arrears on or around the 10th of the month, in conjunction with the Standard Services referred to above, and are due and payable on the 1st day (or such other day as we designate) of the month following the calendar month in which the additional services were provided.
 3. **Service Retainer:** You will be required to pay a Service Retainer equivalent to 2 months standard service fee on entering into your Agreement. This will be held by us as security for performance of all your obligations under your Agreement. The Service Retainer, or any balance after deducting outstanding fees, three months VO fee for your VO Agreement, and other costs due to us, will be returned to you within 30 days of the date you have settled your account with us in full. We may require you to pay an increased retainer if outstanding fees exceed the Service Retainer held or you frequently fail to pay us when due.
 4. **Late Payment:** If you do not pay fees when due, a service fee of \$25.00 plus 5% interest will be charged on all overdue balances under \$1,000.00 or a fee of \$50.00 plus 5% interest on all overdue balances will be charged on all overdue balances of \$1,000.00 or greater. If you dispute a part of any invoice you must pay the amount not in dispute by the due date or be subject to late fees. The amount of interest and fees we charge will be the lesser of the amounts stated, or the State's legally enforceable maximum, whichever is the lesser. In the case of U.S. Government Contracts, the amount of interest and fees we charge will be lesser of the amounts stated or those set by the Secretary of the Treasury and implemented by the Prompt Payment Act.
 5. **Insufficient Check Fees:** You will pay a fee of \$25.00 or the maximum amount permitted by law for the return of any payment for insufficient funds
 6. : Your Agreement is subordinate to our lease with our landlord and to any other Agreements to which our lease with our landlord is subordinate.
 7. **Fee Increase:** All fees are subject to increase in accordance with market prices as reflected on Ideal Space' portal.

House Rules for Ideal Spaces Bellevue

1-405 CORPORATE CENTER RULES & REGULATIONS

M&M Real Estate Strategies, LLC, is committed to keeping its facilities in a first-class condition for the benefit of its tenants and ownership. To meet this objective the following Rules and Regulations are established.

1. Tenant shall use the Leased Premises and the public areas in the Building in accordance with such reasonable rules and regulations as may from time to time be adopted by Landlord for

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HOUSE RULES

the general safety, care and cleanliness of the Leased Premises or the Building, and the preservation of good order therein, and shall cause Tenant's employees, agents, invitees and visitors to abide by such rules and regulations.

1. All Common Areas and Common Area corridors must be kept clear of trash, furniture, and any other tenant equipment. The corridors provide egress in the case of emergencies and must be kept clear at all times.
1. Landlord does not guarantee the continued present status of light or air over any premises adjoining or in the vicinity of the Building. Any diminution or shutting off of light, air or view by any structure which may be erected on lands near or adjacent to the Building shall in no way affect this Lease or impose any liability on Landlord.
1. Tenant shall conserve heat, air-conditioning, water, and electricity and shall use due care in the use of the Leased Premises and of the public areas in the Building, and without qualifying the foregoing, shall not neglect or misuse water fixtures, electric lights and heating and air-conditioning apparatus. Tenant shall keep doors from the Suite to the common area corridor closed during business hours.
1. Tenant shall not place any new or additional locks on any doors of the Premises or re-key any existing locks without the prior written consent of the Landlord. All keys shall be obtained from Landlord and no duplicate keys shall be made by the Tenant. Landlord shall not be liable for the consequences of admitting bypass-key or refusing to admit to the Leased Premises the Tenant or any of the Tenant's agents or employees or other persons claiming the right of admittance.
1. Space heaters are prohibited within the Leased Premises. All electrical equipment must meet existing codes and requirements and be approved by Landlord.
1. Landlord shall have sole power to direct electricians as to where and how telephone and other wires are to be introduced. No boring or cutting for wires or conduits is allowed without the consent of the Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of the Landlord. Tenant may not make any changes to the existing wiring without the prior written approval of the Landlord. Telecommunications vendors must follow Landlord's Cabling Rules regarding insurance and permits.

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HOUSE RULES

1. Landlord may at any time change the name of the Building.

1. Installation of water coolers and coffee pots must meet Building Standards (i.e., copper pipe and brass fittings). No plastic piping is permitted. Tenant may not modify any plumbing without the prior written consent of the Landlord.

1. No Tenant shall use or keep any foul or noxious gas or substance, which may in any manner be offensive or objectionable to Landlord or other occupants of the building. No noises, vibrations, odors, or activities bothersome to other Tenants will be allowed in the Leased Premises or on the grounds of the Building.

1. Tenant shall peaceably and quietly enjoy the Leased Premises so long as it pays the rent payable by it hereunder and is not in default in performing all the provisions of this Lease.

1. Smoking is only permitted in designated Smoking Areas. Smoking shall not be permitted in or around any offices, interior common corridors, restrooms, lobby areas, elevators, stairwells or building entrances. If there are no ashtrays, then it is a non-smoking area.

1. No bicycle or other vehicle and no animals or pets shall be allowed in the Premises, halls, freight elevators, or any other parts of the Premises, except those persons requiring a guide or service dog may bring the guide or service dog onto the property and into the buildings.

1. No items of unusual size or weight shall be used or placed in the Premises without Landlord's written permission. In no event shall any floor be overloaded as determined by Landlord's structural engineer.

1. The designated freight elevator must be used for all deliveries of freight, furniture, or supplies; and no deliveries by handcart through the main lobby doors are allowed in the passenger elevators. All such deliveries must come through the garage to access the freight elevators. Any damage done to the Property by moving furniture, freight, or other items shall be repaired by Landlord at Tenant's expense.

1. Tenant shall not place any plants, sculptures, or other items so as to be located wholly or partially in the public corridor portions of the Building without Landlord's prior written approval.

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HOUSE RULES

1. Landlord shall, throughout the term of this Lease, maintain a directory board in the main lobby of the building that shall list Tenant. The cost of said designation shall be at Tenant's expense and shall be limited to Tenant's name only and not to individual designations.
1. All move-ins and move-outs must be scheduled through the Management Office. Moves are permitted before 8:00 a.m. and after 5:30 p.m. No moves may take place during normal business hours. Moving companies must provide insurance certificates to the building office and abide by the Moving Rules.
1. Tenant is responsible to lock and secure all doors to the Leased Premises after regular business hours, after entering or leaving on non-business days, or at other times that Tenant has closed its offices. Landlord is not responsible to respond to after-hours Tenant lockouts.
1. Antennas and satellite dishes may not be installed anywhere about the Premises or building without the Landlord's written permission. A Satellite Agreement must be entered into before installation is approved.

In the event of any conflict between these Rules and Regulations and the Lease, the provisions of the Lease shall control.

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License Terms



COMPLIANCE

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



POSSESSION AND DELIVERY

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



WORKSPACE USE AND ACCESS

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

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

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

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

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

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

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

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License Terms

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



GOOD CARE

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



COMMON AREAS

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



SHARED FACILITIES

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



KEYS AND SECURITY

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

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

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



NAME AND ADDRESS

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



MAIL AND PACKAGES

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



CONDUCT

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

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



CONFIDENTIALITY

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

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



NON-SOLICITATION

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

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



DAMAGES AND INSURANCE

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

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



PAYMENT

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

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

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

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

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

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



CANCELLATION

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

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

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

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

Flexible Cancellation Terms

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

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

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



DEPOSIT

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

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



RENEWAL

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

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

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

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



DEFAULT

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

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



INDEMNITY

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

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DISCLAIMER

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



LIABILITY

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

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

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



SUSPENSION OF SERVICES

The Host may by notice suspend the provision of services (including access to the Space) for reasons of political unrest, strikes, terrorism, Acts of God or other events beyond the Host's or the Host's landlord's reasonable control. This Agreement shall automatically terminate if the Space is rendered unusable as a result of a fire, other casualty or a condemnation. As between Host

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



SUBLICENSING

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



NO LEASE

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

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



NO BROKER

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



SUBORDINATION

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

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



HOLDING OVER

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



MISCELLANEOUS

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