

DASH License[®] Monthly Use

1

DEFINITIONS

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

2

AGREEMENT

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

3

HOUSE RULES

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

4

LICENSE TERMS

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

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DEFINITIONS

AGREEMENT DATE

GUEST:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

SPACE DETAIL:

NAME

SPACE TYPE:

MAX OCCUPANCY:

SIZE (SQ FT):

TERM:

START DATE:

END DATE:
(Optional)

CANCELLATION TERMS

MINIMUM TERM

HOST & BUILDING:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

FEES, DEPOSIT AND TAXES:

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

MONTHLY CHARGE

SETUP CHARGE

DEPOSIT

TAXES

MARKETPLACE SERVICE:

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

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DEFINITIONS

AGREEMENT DATE

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

CANCELLATION TERMS

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

HOST

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

"GUEST" OR "YOU"

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

SPACE

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

MAXIMUM OCCUPANCY

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

BUILDING

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

TERM

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

FEES

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

DEPOSIT

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

TAXES

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

MARKETPLACE SERVICE

shall mean the LiquidSpace service.

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DIRECT AGREEMENT FOR SPACE HOSTING (DASH) LICENSE

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

The Host and Guest agree as follows:

LICENSE

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

TERM

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

HOUSE RULES

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

PAYMENT

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

DEFINITIONS

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

ENTIRE AGREEMENT

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

House Rules for Vibe Coworks

HOUSE RULES

Vibe Coworks is not your everyday workplace. We're a community with a purpose. All of us at Vibe want to do epic work in an epic space and get along while we're doing it. To make sure we're all on the same page, we're asking you to sign a legal release. The legal terms and conditions are below, but we've translated the highlights into real-person speak. Please read this thoroughly.

OUR PROMISE TO YOU

We value having you as part of our community and are committed to doing all we can to make sure that you and all of your fellow members and guests have:

- **A productive and enjoyable place to work** Monday – Friday, 8am – 5pm (or 24/7, depending on your membership)
- **Work space, power, blazing fast Internet, coffee and tea**
- **Hassle-free use** of our meeting and conference rooms
- **An incredible community** of smart, friendly and helpful independent coworkers to connect with from all over the West Sound region (and beyond!)
- **A personal login** to the Vibe Member Portal and access to our online community groups
- **All the information you need** to participate in the Vibe community and related events and activities
- **Opportunities to host** events of your own, including classes, social gatherings and workshops
- **A vibrant, uplifting place to call your professional home**, even if it's just to stop by and say hello
- **Advance notice of any changes** to services, fees or other updates, sent to the email address(es) you've provided us
- **An honest commitment to serve you to the very best of our ability.** That said, we are human and fallible. Should something go wrong, we're really sorry, but Vibe Coworks can't be held legally responsible. If you're hacked while on our network, or if our WiFi goes down, or if someone steals something from you, it's not on us. We will, however, do whatever we can to help you resolve the issue.
- **An always-open line of communication**, and confidence that you can share with us any and all questions, concerns or ideas. (PS it's hello@vibecoworks.com or 360.347.6609)

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HOUSE RULES

YOUR RESPONSIBILITIES

- **Vibe is a workplace; treat the space and your neighbors with respect and consideration.** When you walk out the door, make sure the space is in the same condition (or better!) as it was when you walked in the door.
- **Your stuff is your responsibility.** It's your job to make sure that you do not leave anything at Vibe when you leave, unless it's A) in your private office B) on your dedicated desk or C) in your locker. If you do, and after a reasonable time has passed, we can do what we want with it.
- **Use your own stuff, not your neighbor's.** If you do need something, send up a flare. We're here to help.
- **Participation is an extreme sport.** If you break it, lose it or cause any losses, claims or damages, we're going to have to ask you to make it right.
- **Respect your neighbor's smarts, and they'll respect yours.** When you see something on somebody's monitor or around the printer or on a whiteboard somewhere, forget you saw it. You don't want your client or your ideas made public and neither does your fellow Vibist.
- **Practice kindness.** We have zero tolerance for harassment. Every Vibe member and guest should feel welcome, comfortable and productive in our space regardless of race, gender, sexual orientation, gender identity, religion or other personal attributes or beliefs.
- **Think before you click.** No bit torrent or porn. And Vibe cannot be responsible for third-party data, websites, links or services. Make sure that you've read and agree to our explicit Data Connection and Internet Terms of Service.
- **Keep it legal.** We have zero tolerance for anyone using the Vibe Coworks space or resources to conduct or pursue any illegal activities, or any activity that is generally regarded as offensive.
- **Events are great; until they're not.** It's your job to provide us with advance notice prior to hosting any event at the Vibe space.
- **Be key smart.** If we've entrusted you with digital keys to get into the building and/or Vibe space, we've given it to you—not your neighbor, partner or guest. Keep it to yourself, and do not allow any guest(s) to enter the space without making sure they're registered at the Welcome Desk.
- **Communication is a two-way street.** You're responsible for letting us know right away if there are any changes to your contact and payment information. It's also on you to read the emails we send you with changes to our services, fees and other updates.

ADDITIONAL RESPONSIBILITIES IF YOU HAVE A PRIVATE OFFICE OR DEDICATED DESK

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HOUSE RULES

- **Make your space your own!** Personalize things all you want—we love that. Just remember that you're responsible for the full cost and expense if we have to replace or repair anything when you move out.
- **Two's a party; three's a crowd.** If the number of members or other guests regularly using your private office exceeds the number allocated on your Membership Details form, you'll have to pay up. In no event will the number of users exceed two times the number of desks in your private office, no matter how much you pay us.
- **Privacy's great, until it's not.** Your private office and personal file cabinet comes furnished with locks provided by Vibe Coworks. If you take it upon yourself to install any additional locks to Vibe property without our express authorization, we will be forced to break them.

Last revised: February 23, 2018

MASTER SERVICES AGREEMENT

This Master Service Agreement (the "Agreement") describes your rights and obligations as they relate to your receipt and use of the services provided to you by Vibe Coworks, including but not limited to your membership, building access, use of office space, access to Internet and other Services listed below.

Please read these Terms carefully, as they affect your legal rights. If you have any questions, please contact hello@vibecoworks.com. By using the Services, you are agreeing to abide by and be bound by these Terms.

The most recent Master Service Agreement will be posted online at vibecoworks.com/terms and made available upon request. Members agree to adhere to and be bound by this Agreement, and the Data Connection and Internet Access Terms of Service, as well as other terms determined by Vibe Coworks staff, which may be communicated verbally, by email or written notice. Vibe Coworks reserves the right to add, delete or amend the Agreement at our reasonable discretion without notice to Member.

1. Definitions.

- a. "Authorized Signatory" means an individual authorized to legally bind your company.
- b. "Team Member" means each person you authorize on your Team List as being allowed to use your Org membership or private office and receive the Services (defined below) or other benefits of your Vibe Coworks membership.
- c. "Member Organization" means a company, organization or entity that enters into a Membership Agreement with Vibe Coworks
- d. "Premises" means the building or portion of the building in which Vibe Coworks offers or plans to offer offices, workspaces and/or other services to its Members.
- e. "Primary Member" means the primary Member contact for Vibe Coworks.
- f. "Start Date" means the start date set forth on the Membership Details form.
- g. "Membership Fee" means the fee that you pay to belong to Vibe Coworks, providing you access to all related services.

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HOUSE RULES

- h. “Vibe Coworks”, “Vibe”, “we” or “us” means the Vibe Coworks entity you are in contract with.
- i. “Services” refers to your access to and use of our space, online member platform, member events and certain other related services and features we provide. The exact Services you receive will depend on (a) the product or services you have purchased; (b) the Services available and (c) additional features and Services selected by you, including additional payment obligations.
- j. “You” means the company or individual listed on the Membership Details form.

2. **The Benefits of Membership.** Subject to the terms and conditions of this agreement, we will make commercially reasonable efforts to provide you (and your Team Members, as applicable) the services described below. These services are referred to in the Agreement as the “Services”.

- a. Non-exclusive access to the Vibe Coworks workspace and, if relevant, your private office.
- b. Regular maintenance of the workspace and, if relevant, your private office. We will not be responsible for damage exceeding normal wear and tear.
- c. Furnishings, including desks, chairs, work tables and, in the case of private office members, lockable filing cabinets.
- d. Access to and use of the Vibe Coworks Member Portal, powered by Proximity.
- e. Access to and use of the shared Internet connection.
- f. Use of the printers, copiers and/or scanners made publicly available on the Premises.
- g. Use of conference rooms during Regular Business Hours on Regular Business Days, subject to availability and your prior reservation of the conference rooms.
- h. Climate control on the Premises during Regular Business Hours on Regular Business Days.
- i. Where relevant, acceptance of mail and deliveries on behalf of your business during Regular Business Hours on Regular Business days; provided that we are not liable for any mail or packages received without a Vibe Coworks employee’s signature indicating acceptance, or should you use our mail and deliveries services for fraudulent or unlawful purposes. Vibe Coworks will not be liable or responsible to hold mail for longer than 30 days.
- j. Opportunity to participate in Member-only events, benefits and promotions.

3. **Our reserved rights.** We are entitled to access all areas of the Premises, including, if relevant, your private office, with or without notice, in connection with our provision of the Services, for safety or emergency purposes or for any other purposes. We may temporarily move furniture, including within the private offices. We reserve the right to alter any and all areas of the Premises, including private offices, provided that we do so in a manner that does not decrease the square footage of your assigned workspace, private office or related amenities. We may also modify or reduce the list of Services of furnishings at any time. The Services may be provided by us, an affiliate or a third party.

4. **Availability and use of the Premises.**

- a. All memberships include the use of the kitchen, outdoor deck, meeting rooms, phone booths, print galley and coworking space. Private office memberships also include the use of your designated private office. Vibe Coworks is open during “Regular Business Hours”. Regular business hours are generally 8:00 a.m. to 5:00 p.m. on Regular Business Days. “Regular Business Days” are all weekdays, except local bank/government holidays and up to three other days of which we will inform you. Regular Business Hours and Regular Business Days may vary.

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HOUSE RULES

b. Conference rooms and event space may be booked outside of these hours with advanced notice. Upon completion of the membership Agreement, you will receive an access key, which allows access to Vibe Coworks 24/7, or according to the terms of the membership you have selected. A Vibe Coworks staff member will be onsite from 8am – 5pm on weekdays, except where otherwise noted.

c. If we are unable to make the workspace and/or private office available by the Start Date for any reason, including due to (i) changes in construction plans, delays in obtaining permits, or any other obstacles in procuring space on the Premises, or (ii) delays caused by you or by changes requested by you, we will not be subject to any liability related to such inability, nor will such failure affect the validity of this Agreement. In this event, except as set for in this Agreement, you will not be obligated to make payments of the Membership Fee until the workspace and/or private office is made available to you.

d. *Restricted Use.* Members are restricted from operating a business that would constitute as a “retail” establishment from any space located on the premise. Members are restricted from operating any business that would invite frequent, spontaneous visits to the premises by the general public, without receiving prior authorization from Vibe Coworks.

e. Members are restricted from engaging in any illegal business activity or any activity that is generally regarded as offensive to others.

f. *Conference Rooms.* Subject to availability, you are entitled to use of all conference rooms during Vibe Coworks regular business hours, on regular business days. Special arrangement must be made with Vibe Coworks staff for usage of conference rooms outside of regular business hours. All monthly memberships include meeting room credits that can be used to reserve available meeting rooms. Hours can be used in any of our meeting rooms, according to availability. Check your membership level for the number of meeting room credits included with your membership. If you exceed your allotted meeting room credits in any given month, you will be billed at the current prevailing rate as indicated with your account info on the Vibe Member Portal. Meeting room credits are only valid for the month in which they are allocated. There are no month-to-month rollovers or pre-usage of future hours. Day Pass users, Basic Members and Vibe guests have NO meeting room hours included in their Membership. Any conference room or meeting room usage is billable at the current prevailing rate for non-Members and is usable during standard office hours. Meeting rooms may be booked online via the Vibe Member Portal, by contacting a member of our staff or by emailing: hello@vibecoworks.com.

5. **Creating your Vibe Membership.** You will create your Vibe Coworks member profile and establish a personal password of your choosing on the Vibe Member Portal, which can subsequently be accessed at any time via members.vibecoworks.com/login. You are responsible for maintaining the confidentiality of your password. You must notify us promptly if you suspect that your password has been compromised. The Vibe Member Portal is hosted by a third-party provider, Proximity.

6. **Linking to a Company.** During the registration process, you may identify a Company with whom your account is associated.

Alternatively, your individual profile may have been created by an authorized representative of your employer or other entity for which you provide services, and your profile will be associated with

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such Company. You agree that you will not falsely represent your association with any Company, impersonate any third party, or otherwise submit or present any false or misleading information to us or the Vibe Coworks community. In the event that your relationship with the Company in your profile changes or ends, you agree to promptly update your profile to reflect this.

If your Vibe Coworks membership is provided by a Company, you may lose access to the Services upon termination or change in relationship with such Company, you may lose access to the Services upon termination or change in status of your relationship with such Company. If you are an authorized representative of an entity receiving the Services, you hereby warrant and represent to us that (a) you have the proper authority to create, terminate and maintain the company account and to add and remove individual members to and from the account and (b) you have obtained all necessary consent from any applicable individuals for the creation of their accounts and the processing of individual information within the US. You agree to indemnify us for any loss we may suffer as a result of any breach of these warranties and representations.

7. **Your members.**

a. *Updating your Team List.* Members with an Team Membership and/or Private Office with multiple members will be required to submit to us a Team List, indicating who is authorized to use the space under the organization's account. Only those individuals set forth on the authorized Team List will be deemed to be "Members" and entitled to the benefits described in this Agreement. Your Team Members will be able to begin using, accessing and/or receiving the Services on the later of (i) the Start Date or (ii) the date we confirm the addition of such individual to the Team List. You are responsible for maintaining the accuracy of the Member List, the first version of which is attached to your Membership Agreement. To make changes to your Member List, you must have your Primary Member send an email, from the Primary Member's email account on file with Vibe Coworks, to hello@vibecoworks.com. The email requesting the change must include the name(s) and email address(es) of the departing and new Member(s) and the effective date of the change. The changes will not take effect until we confirm that we have received the email and have accepted and applied the change, in our sole discretion. A Member will no longer be allowed to access the Services upon the earlier of (1) the termination or expiration of this Agreement; (2) your removal of the Member from the authorized Team List or (3) our notification from you that the Member will be removed from the Team List, for example that that Member violated this Agreement. If the number of Members or other individuals regularly using your private office, exceeds the number allocated on the Membership Details form, you will be required to pay additional fees. In no event will the number of Members exceed two times the number of desks provided by Vibe Coworks in your private office, regardless of additional fees paid. We reserve the right to further limit the number of Members allowed at any point.

b. Upon the addition of a Member to the authorized Team List, the member will be required to create a profile on the Vibe Member Portal. This profile will be viewable by us, our employees and other Vibe Members. Such profile information may include a photograph of the Member, in addition to other information about the Member. You are responsible for informing each of your Members about the creation of such profile and obtaining their consent to the collection, use and disclosure of their personal information for such purposes. By sending us a request to add an individual to your Team List, you are representing and warranting that you have obtained all necessary consent from such individual for the creation of his/her profile.

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c. *Changes to or removal of Primary Member or Authorized Signatory.* An authorized Signatory generally has the sole authority to make changes to or terminate this Agreement. A Primary Member will generally serve as Vibe Coworks' primary contact regarding matters that involve your authorized Team Members, your private office, if applicable, and the Vibe workspace. We will be entitled to rely on communications to or from the Authorized Signatory or Primary Member as notice to or from the Member Organization. However, an Executive Officer of the applicable Member Organization will have the authority to override the request of an Authorized Signatory or Primary Member, as applicable, provided that we receive such a request within 24 hours following such Authorized Signatory's or Primary Member's request. We will be entitled to request reasonable information to confirm that an individual claiming to be an Executive Officer truly is one, and to exercise our discretion in determining whether a particular position constitutes an "Executive Officer." An Executive Officer will also have the authority to remove or replace the individual serving as the Authorized Signatory and/or Primary Member. Unless we receive instructions from the Authorized Signatory or Executive Officer, if the individual designated as the Primary Member ceases to provide services to the Member Company or ceases using the Office Space regularly, we will use our reasonable judgment in designating a replacement Primary Member.

8. Membership Fees and Payments.

a. *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 on your Membership Agreement, (i) a security deposit ("Security Deposit") and (ii) Set-Up Fee. The Security Deposit will be held as a retainer for performance of all of your obligations under this Agreement and is not intended to be a reserve from which fees may be paid. In the event that you owe us other fees, you may not rely on deducting them from your Security Deposit, but must pay them separately. Subject to the complete satisfaction of your obligations under this Agreement, we will return the Security Deposit, or any balance after deducting outstanding fees and other costs due to us, to you by ACH within thirty (30) days after the later of (1) the termination or expiration of this Agreement (2) the date on which you provide to us all account information necessary for us to make such payment and (3) your complete performance of all your obligations under this Agreement, including any obligations applicable following termination or expiration of this Agreement.

b. *Membership fee.* All Vibe Memberships, with the exception of Day Passes and Private Office memberships, are subject to a month-to-month term, renewing automatically, and are non-refundable and non-transferrable.

c. During the Term (defined below) of this Agreement, we will process payment for your Membership Fee and other then-outstanding fees, in advance, monthly on the first (1st) business day of each month. The Membership Fee stated in your Membership Agreement covers the Services only for the number of Members indicated in the Membership Agreement. Additional Members will result in additional fees.

d. The Membership Fee for all Private Office Members will automatically increase by three percent (3%) annually, on the 1st of October.

e. *Invoices and financial information.* Vibe Coworks will send or otherwise provide invoices and other billing-related documents, information and notices to the Primary Member, unless a different Billing Contact is indicated on the Membership Details form. Change of the Billing Contact

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will require notice from the Authorized Signatory in accordance with this Agreement. You may view all charges, past and upcoming, at any time by logging on to the Vibe Member Portal at: members.vibecoworks.com/login.

f. *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, as specified on the Membership 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 increase from time to time.

g. *Form of payment.* We accept payments for all amounts specified in this Agreement solely by direct withdrawal from your bank account or by credit card. If you elect to pay via direct withdrawal, you are required to maintain sufficient money in your bank account to pay the fees described in this Agreement and to inform us promptly of any changes to the account. If you elect to pay via credit card, you are required to inform us promptly of any changes to your credit card information and must ensure that you replace such credit card and update the relevant information prior to its expiration date. If payment via credit card fails on two occasions, we may require you to make payments via direct withdrawal.

h. *Outstanding fees.* When we receive funds from you, we will first apply funds to any balances that are in arrears and to the earliest month due first. 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 this Agreement.

i. *No refunds.* There are no refunds of any fees or other amounts paid by you or your Members in connection with the Services.

j. *Responsibility of payment.* In select cases, and for Private Office holders only, we may, as a courtesy, agree to direct invoices for payment to the Accounts Payable department of your employer for direct payment by them. In the event that your company is delinquent or fails to submit payment, you, as the signing member, will be responsible for timely payment in of your membership in full.

9. Term & Termination.

a. *Term.* This Agreement will be effective when signed by both parties ("Effective Date"); provided that we have no obligations to provide you with the Services until the later of (i) the date on which payment of your Security Deposit and first (1st) month's Membership Fee has cleared or (ii) the Start Date. If the Start Date is a Regular Business Day and you have a private office or dedicated desk membership, you will be entitled to move into your designated space after 8:30 a.m. on the Start Date. If the Start Date is not a Regular Business Day, you will be entitled to move into your designated space after 8:30 a.m. on the first (1st) Regular Business Day after the Start Date. Unless otherwise set forth on the Membership Form, following the Commitment Term, this Agreement shall continue on a month-to-month basis (any term after the Commitment Term is a "Renewal Term"). The Commitment Term and all subsequent Renewal Terms shall constitute the "Term". If no Commitment Term is indicated on your Membership Details form, the default Commitment Term and all subsequent Renewal Terms shall commence on the Start Date and end one (1) month after the Start Date. This Agreement will continue until terminated in accordance with

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this Agreement.

b. *Cancellation prior to start date by you.* You may cancel this Agreement prior to the Start Date upon delivery of notice to us. If you terminate more than one (1) full calendar month prior to your Start Date, you may be entitled to a refund of your Set-Up Fee, less any applicable charges, expenses or deductions. If you terminate within one (1) full calendar month prior to your Start Date, you will not receive any refund.

c. *Termination after the start date by you.* Except as set forth in this section, you may terminate this Agreement by delivering to us the Vibe Coworks Exit Form at least one (1) full calendar month prior to the month in which you intend to terminate this Agreement (“Termination Effective Month”). The termination will become effective on the last Regular Business Day of the Termination Effective Month. For instance, if you would like to terminate this Agreement on the last Regular Business Day of April, the last opportunity to deliver the Exit Form to us would be on March 31. The Exit Form needs to be completely filled out and signed by the Authorized Signatory. The last month’s Membership Fee is not subject to pro rating. You must vacate your Office Space no later than 4:00 p.m. on the last Regular Business Day of the month. Changes in private offices, to the extent that you have already occupied a different private office, will also require compliance with the termination obligations set forth in this Section 5 for the private office being vacated.

d. *Termination or suspension after the start date by us.* We may withhold Services or immediately terminate this Agreement: (i) upon breach of this Agreement by you or any Member; (ii) upon termination, expiration or material loss of our rights in the Premises; (iii) if any outstanding fees are still due after we provide notice to you; (iv) if you or any of your authorized Members fail to comply with the terms and conditions of this Agreement or any other policies or instructions provided by us; or (v) 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 this Agreement.

e. *Security deposit.* After termination or expiration of this Agreement, we will return any balance of your Security Deposit to you in accordance with Section 4(a) of this Agreement.

f. *Removal of property upon termination.* Prior to the termination or expiration of this Agreement, you will remove all of your, your Team Members’, and your or their guests’ property from the Vibe Coworks Premises. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in or on the Private Office of Premises after the termination of this Agreement and will not have any obligation to store such property. You waive any claims or demands regarding such property or our handling of such property. You will be responsible for paying any fees reasonably incurred by us regarding such removal. Following the termination or expiration of this Agreement, we will not forward or hold mail or other packages delivered to us.

10. House rules and Data Connection and Internet Access Terms of Service. You acknowledge and agree that you have received and reviewed the House Rules and Data Connection and Internet Access Terms of Service, which are incorporated herein and made part of this Agreement by reference.

11. Technology release. In order to utilize all of the functionalities offered by us, it may be necessary to install software onto your computer, tablet, mobile device or other electronic equipment. From time to time, and at your request, we may also provide you with technical support

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to troubleshoot problems that you may have in trying to access certain functionalities, such as printing or accessing the Internet. You agree to release us and our agents or affiliates from any and all damages that may arise out of performing such technical support. You further recognize that we offer no express or implied warranties regarding the successful outcome of such technical support.

12. **Insurance.** You are responsible for maintaining, at your own expense and at all times during the Term, personal property insurance and commercial general liability insurance covering you and your Team Members for property loss and damage, injury to your Team Members and your Team Members' guests and prevention or denial of use of or access to, all parts of the Premises, in form and amount appropriate to your business. You will ensure that Vibe Coworks and the landlord of the applicable Premises shall each be named as additional insureds on any such policies of insurance and that you waive any rights of subrogation you may have against Vibe Coworks and the landlord of the Premises. You shall provide proof of insurance upon our request.

13. **Property belonging to Vibe Coworks.** Vibe Coworks provides furnishings for your use in all areas. Furnishings provided by Vibe Coworks are the sole property of Vibe and may not be removed from the space. Furnishings may only be moved upon approval of Vibe Coworks staff. If you damage or destroy any of our furnishings, you will be responsible for the full cost of replacement or repair. We do not guarantee the provision of furnishings for any particular purpose or usage.

14. **Use of the Vibe Coworks Name; Photos of the Premises.** You may not take, copy or use for any purpose the name "Vibe Coworks" or any of our other business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property or modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of any Vibe Coworks properties, without our prior consent.

15. **Property belonging to you and your guests.**

a. *Personal Property.* Vibe Coworks is not responsible for the safety or security of any personal property belonging to you, your Team Members, or you guests. Prior to the termination or expiration of your Vibe Membership, you must remove all of your property from our space. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in our space, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible for paying any fees reasonably incurred by us regarding such removal.

b. *Intellectual Property.* You grant us permission to use your name, trademark and/or logo to identify you as a Member of Vibe Coworks, alongside those of other Members, on a public-facing "Membership" display on our website: vibecoworks.com. You acknowledge that we may, from time to time, use your name, trademark, and/or logo incidentally and/or in passing in connection with the promotion of our and our partners' businesses, products and services during and after the Term. To the extent that (i) any such use is objectionable by you, (ii) you notify us of your objections in writing and (iii) provided that we work promptly and in good faith to remove or minimize to the extent reasonably possible under the circumstances the effect of the objected-to conduct, you hereby waive any claims or damages against us relating to such use.

16. **No Liability for Third-Party Actors.**

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HOUSE RULES

a. We are not liable for actions of other individuals. We do not control and are not responsible for the actions of other individuals or pets using the Services or at our Premises. You should be aware that other users or members may not be who they claim to be. We do not perform background checks on our users or members nor do we guarantee that our users' or members' profiles are accurate. We do not endorse, support or verify the facts, opinions or recommendations of our users or members.

b. The Services may provide you with access to third party products or services. The Services may also provide you with access to advertisements from our other third-party business partners. We are not responsible for the content of these advertisements or any links, products, services or other materials relating to any third-party products, services, advertisements or other materials. In no event will we be liable, directly or indirectly, to anyone for any damage or loss relating to any use of or reliance on any advertisement on the Services or any products, services or other materials relating to any advertisement. You agree that our making available access to or discounts for these third-party services does not constitute provision of such third-party services by us, and you will look solely to the applicable third party for provision of the applicable third-party services and for compensation for any claims, damages, liabilities or losses you may incur in connection with such third-party services.

17. Disclaimer of warranties and implied terms. The Services are provided "AS IS". To the extent permitted by law, we disclaim all warranties and terms, express or implied, with respect to the Services, including warranties, terms or representations as to the availability, operation, performance and/or use of our Services, or any other materials on or accessed via the Services, including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, terms or indemnification arising from course of dealing, course of performance or usage in trade.

18. Nature of Relationship and Interest. Your agreement with us is in the commercial equivalent of an agreement for accommodation in a hotel. The whole the Vibe Coworks Premises remains our property and in our possession and control, including your private office, if applicable. We are giving you the right to share with us the use of work space so that we can provide the Services to you. Notwithstanding anything in this Agreement to the contrary, you and we agree that our relationship is not that of landlord-tenant or lessor-lessee and this Agreement in no way shall be construed as to grant you or any Member any title, easement, lien, possession of related rights in our business, the Premises or anything contained in or on the Premises, including the private offices. The Agreement creates no tenancy interest, leasehold estate, or other real property interest. The parties hereto shall each be independent contractors in the performance of our obligations under this Agreement, and this Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose. Neither party will in any way misrepresent our relationship.

19. Hold Harmless and Indemnification. You will indemnify and hold harmless Vibe Coworks from and against any and all claims, liabilities, damages and expenses ("Claims") including reasonable attorneys' fees, resulting from any breach of these Terms by you or your employees or guests, or your or their invitees or any of your or their actions or omissions, and Vibe Coworks will have sole control over the defense of any such Claims. You are responsible for the actions of and all damages caused by all persons that you or your guests invite to enter any of the Premises. You shall not make any settlement that requires a material act or admission by Vibe Coworks, imposes

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HOUSE RULES

any obligation upon Vibe Coworks Parties or does not contain a full and unconditional release of Vibe Coworks, without our written consent. Vibe Coworks shall not be liable for any settlement made without its prior written consent.

20. **Waiver of claims.** To the extent permitted by law, you, on your own behalf and on behalf of your Team Members, employees, agents, guests and invitees, waive any and all claims and rights against us and our landlords at the Premises and our affiliates and each of our and their employees resulting from injury or damage to, or destruction, theft, or loss of any property or person.

21. **Limitation of liability.** The aggregate monetary liability of any Vibe Coworks to you or your Team Members, employees, agents, guests or invitees for any reason and all causes of action will not exceed the total Membership Fees paid by you to us under this Agreement in the twelve (12) months prior to the claim arising. **None of the Vibe Coworks parties will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption.**

22. **Extraordinary events.** Vibe Coworks will not be liable for, and will not be considered in default of breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond our reasonable control, including without limitation (i) any delays or changes in construction of, or Vibe Coworks' ability to procure any space in, any Premises, and (ii) any delays or failure to perform caused by conditions under the control of our landlord at the applicable Premises.

23. **Venue/Jurisdiction.** Any dispute arising under this Agreement shall be governed by, and subject to the laws of the State of Washington. The parties agree to submit and consent to the exclusive jurisdiction of the State of Washington and should litigation arise, agree that such litigation shall be conducted in the courts of Kitsap County, Washington.

Last updated: September 11, 2020

DATA CONNECTION AND INTERNET ACCESS TERMS OF SERVICE

While you are at Vibe Coworks, you may connect to our data network to, among other things, access the internet, (the "Connection"). The Connection is provided by Vibe Coworks, LLC., or an agent or affiliate of Vibe Coworks. By using or accessing the connection, you agree to these terms of service. **Please read these terms carefully.**

We may revise these terms at any time. You are deemed to accept the current terms each time you use or access the connection. It is your responsibility to review it for any changes. If you do not accept these terms of service, you may not use the connection.

1. **Access.** Your access to the connection is at our discretion. Your access may be blocked, suspended or terminated at any time and for any reason, including violation of these terms of service, disruption of access to other users or networks or to otherwise protect us, our users, or other third parties.

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HOUSE RULES

The connection is available to your device only when it is within wireless range of our access points or in your office or a conference room through an Ethernet cable to a data network port. The connection may subject to unavailability, including by reason of emergencies, service failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance and repair.

We are not responsible for any interruptions or performance issues with the connection, nor the underlying network(s), transmission equipment and systems. Network speed will vary based on your device configuration, location, compression, network congestion and other factors. You are solely responsible for any devices, software, or other materials necessary for use of the connection.

2. **Privacy & Security.** You acknowledge that no data network or internet-based communication is 100% secure, such communications could be intercepted by equipment and software and no such communication should be considered private or protected.

Subject to applicable law and in accordance with our privacy policy, we also have the right, but not the obligation, to monitor, intercept and review, and disclose, without further notice, any transmissions over or use of our connection to comply with lawful process, orders, warrants or subpoenas, or to protect our rights, property and users.

3. **Prohibited uses.** Accessing or using (or attempting to access or use) the connection or taking any action online that violates any applicable law or regulation or that could harm us or any third party or interfere with the operation of the data network to others is prohibited. Among other items, for example, you may not:

i. Upload or transmit through the connection any (a) computer viruses, worms, spam or anything else designed to interfere with or disrupt the normal operating procedures of a computer or network; or (b) any material which is defamatory, offensive, or of an obscene nature;

ii. take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure or that violates or threatens or system or network security or that of our users or any third parties, including any attempt to circumvent any restrictions imposed on your access to or use of the connection or our other websites;

iii. use the connection to infringe or violate the intellectual property rights or proprietary rights of any third party;

iv. share our IP address or ISP Internet connection with anyone;

v. reproduce, retransmit, disseminate, or resell the connection or authorize any other individual or entity to use the connection, whether for profit or not, without our express written permission.

Breaching “Prohibited Uses” may result in civil or criminal liability. We may report such breaches to relevant law enforcement authorities and co-operate with those authorities to prosecute users who violate these terms. We have the right, but not the obligation, to suspend or terminate your access and use of the connection and other services we may provide you and to block or remove any communications or materials transmitted through the connection.

4. **Additional disclaimers; Liability limits.** We are providing the connection on an “as is” and

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“as available” basis. **To the extent permitted by law, we disclaim all warranties and terms, express or implied, including warranties, terms or representations as to the availability, operation, security, performance and/or use of our services, or any other materials on or accessed via our services, or the accuracy, speed, availability or uptime of the services, network, or data, including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, terms or indemnification arising from course of dealing or course of performance.**

You waive any and all claims and rights against us and our affiliates, parents, and successors and each of our employees, assignees, officers, agents and directors resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet, to the maximum extent permitted by applicable law. None of the Vibe Coworks Parties will be liable to you under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption. You will indemnify the Vibe Coworks Parties from and against any and all claims, liabilities, and expenses (including reasonable attorneys’ fees), resulting from any breach of this agreement by you.

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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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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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License Terms

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.