

DASH License® Monthly Use

1

DEFINITIONS

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

2

AGREEMENT

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

3

HOUSE RULES

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

4

LICENSE TERMS

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

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DEFINITIONS

AGREEMENT DATE

GUEST:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

SPACE DETAIL:

NAME

SPACE TYPE:

MAX OCCUPANCY:

SIZE (SQ FT):

TERM:

START DATE:

END DATE:
(Optional)

CANCELLATION TERMS

MINIMUM TERM

HOST & BUILDING:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

FEES, DEPOSIT AND TAXES:

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

MONTHLY CHARGE

SETUP CHARGE

DEPOSIT

TAXES

MARKETPLACE SERVICE:

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

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DEFINITIONS

AGREEMENT DATE

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

CANCELLATION TERMS

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

HOST

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

"GUEST" OR "YOU"

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

SPACE

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

MAXIMUM OCCUPANCY

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

BUILDING

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

TERM

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

FEES

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

DEPOSIT

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

TAXES

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

MARKETPLACE SERVICE

shall mean the LiquidSpace service.

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DIRECT AGREEMENT FOR SPACE HOSTING (DASH) LICENSE

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

The Host and Guest agree as follows:

LICENSE

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

TERM

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

HOUSE RULES

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

PAYMENT

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

DEFINITIONS

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

ENTIRE AGREEMENT

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

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HOUSE RULES

House Rules for OFFICENEST HENDERSON

OFFICE SERVICE AGREEMENT

OFFICE SERVICES In consideration of payment of the Monthly Service fee and so long as Tenant is not in default of any of its obligations under this Agreement, Tenant will be entitled to the following Coworking Plan, whose description is listed in EXHIBIT A. Tenant will use its Coworking space exclusively as a Coworking and only for the business stated in this Agreement or subsequently agreed with us. The whole of the business remains The Center's property and The Center retains legal possession and control of the Center and the office assigned to you. This Agreement is not a lease, rental agreement or any other interest in real property. Tenant may not sublease, assign or encumber the space used by it. Tenant shall not use the office(s) for lodging, sleeping or any immoral or illegal purposes.

OFFICE SERVICE FEES Tenant agrees to pay The Center during the term of this Agreement a Monthly Office Service Fee, payable in advance and due on the first day of the month without notice. In addition to Office Service Fee, Tenant understands that certain Monthly Recurring Fees will be incurred as part of the services undertaken by Tenant. These Monthly Recurring Fees are set forth and calculated in EXHIBIT A. Tenant understands any additional charges may include, but will not be limited to charges for postage, shipping, copies, administrative services, office setup fees, applicable taxes and any other expenses incurred on Tenant's behalf of The Center. The billing cycle for most Additional Charges will close on the last business day of each month and will be listed on the following months' invoice.

LATE FEES If the Monthly Office Service Fee and other billed services charges are not paid by the 5th of the month, Tenant will pay a late fee of 10% of the outstanding balance each month until the invoice and balance is paid. Accepting a late payment will not result in a waiver of The Center's right to declare a default the next time that a payment is late. If a payment is returned for any reason, Tenant will pay an additional charge of twenty-five dollars (\$25.00) per returned payment and, for the purposes of considering default and/or late charges, it will be as if the payment had never been made. All payments to The Center must be in US certified funds. We accept cash, checks, ACH bank drafts, and debit/credit cards. A 3% finance fee will be added to debit/credit card transactions over \$300. If payment has not been made after the 10th of the month, The Center has the right to stop service and deny Tenant access to the building and its amenities until the balance is paid. Tenant will be responsible for all fees associated with The Center's efforts to collect any sums due from under this Agreement, including but not limited to all attorney's fees and costs. The Center reserves the right to deduct the current outstanding balance from any payment information previously supplied to The Center in the event of delinquency without written notice.

REFUNDABLE DEPOSIT Upon delivery of this executed agreement, Tenant will pay The Center

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HOUSE RULES

a Refundable Deposit equal to Monthly Office Service Fee. Refundable Retainer will not be kept in a separate account from other funds of The Center and no interest will be paid to you on this amount. The Refundable Retainer may be applied to outstanding charges at any time at our discretion. We have the right to require that you replace retainer funds that we apply to your charges. At no time can the Refundable Deposit be used in lieu of Office Service Fee. At the end of the term of this Agreement, if Tenant has satisfied all payment obligations, The Center will refund this retainer within fourteen (14) days from date of vacancy, at which all keys and other items issued to tenant shall be returned.

RENEWALS & TERMINATION Should tenant decide to terminate or not renew services with The Center, a written notice of intent to terminate must be given at least thirty (30) days prior to the service expiration date. If no notice is provided, the service agreement will automatically renew for the same duration and period as the initial term and will follow the same Terms and Conditions of the Service Agreement. At The Center's option, the Monthly Service may increase to current market value. Upon renewal, tenant will still be required to provide a thirty (30) day notice of intent to vacate thereafter. There will be no proration for partial month use. Once a notice has been given, The Center reserves the right to show the office(s) to any prospective tenants and will use reasonable efforts not to disrupt your business. All property belonging to The Center will remain in the office. The Center, at its option, reserves the right to terminate the service agreement with a written notice.

When this Agreement is terminated, the right to occupy at The Center is revoked. Tenant agrees to remove all personal property and vacate the office as of the date of termination. The Center reserves the right to remove or dispose any personal property by any means without owing tenant any responsibility for it or any proceeds of sale. At The Center's discretion, Tenant may be required to pay all costs of such removal upon demand. At the expiration of this Office Service Agreement, Tenant will promptly vacate the office(s) and surrender possession of the office(s) to The Center in the same condition as when first occupied by Tenant, normal wear and tear excepted to the office, turn in all keys, phones, and other items issued to tenant under this Agreement to the office, and provide The Center with a forwarding address and telephone number. Additional charges may apply if office requires cleaning and/or damage repair beyond normal usage as well as for furniture reconfiguration to restore offices back to their original condition and monies will be deducted from original deposit. Tenant agrees not to file a change of address form with the postal service, as filing of a change of address form may forward all mail addressed to the Center to your new address.

BUILDING ACCESS Coworking Tenants shall only have access to the building from 9:00am to 5:00 pm, Monday through Friday, excluding holidays. Coworking Tenants will have access to an unassigned desk upon arrival during normal business hours. Coworking Tenants understands this is a shared office space; therefore, no personal belongings may be left on premise overnight. The Center may commence removal and storage of any and all effects and property of Tenant without notice. The Center reserves the right to dispose of it any way we chose without owing any responsibility for it or any proceeds of sale. A Dedicated Desk may be assigned to Tenant with a

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HOUSE RULES

Dedicated Desk service and will be assigned a lockable cabinet that shall always remain on premise. The location of the Dedicated Desk may be subject to change, notice and arrangements shall be provided by management. For an additional fee, tenants may gain after hour access to the building as well as the coworking area. A key may be provided upon execution of this agreement and shall be returned to management upon termination of this agreement. Tenant is permitted to store personal effects at their Dedicated Desk at their own risk. The Center will not be responsible for any damage or loss to Tenants' personal belongings. The Center will supply one key per Dedicated Desk. If the key is lost, Tenant must inform The Center immediately so that access to building and office can be terminated, and a new key will be issued for a \$20 fee. Tenant shall not alter or tamper with any lock or install additional locks or bolts on any door. At the termination of this agreement, Tenant must return all key assigned, or a \$20 fee will be charged for each missing key; if not, monies can be deducted from Tenant's Refundable Deposit. After hours usage of meeting rooms is available upon request. Should Tenant be default of the terms and conditions of this Agreement for any reason, The Center has the right to revoke access without notice. Tenant shall close and securely lock all doors and shut off lights and other electrical apparatus upon departure. Any damage resulting from failure to do so shall be paid by Tenant.

HOLIDAYS The Center will observe the same holidays set forth by the United States Postal Office, which includes the following: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Family Day (observed the Friday after Thanksgiving Day), and Christmas Day. Other holidays observed may be, but not limited to, Christmas Eve Day and New Year's Eve. Although the Staff and Employees of The Center will not be present, the office may be accessible to the Tenants with 24/7 office access. The Center reserves the right to modify the holiday schedule and will inform Tenants in advance if changes are made.

INVOICE BILLING DISPUTES All billing questions or charges Tenant wishes to dispute must be brought to The Center management's attention within thirty (30) days of the invoice date for consideration. All efforts will be made by The Center to explain charges and resolve the dispute within 30 days. Tenant agrees to pay all undisputed charges in accordance with the terms and conditions of this Agreement. No adjustments will be made to invoices beyond thirty (30) days of the invoice date.

DEFAULT Tenant is in default under this Office Services Agreement if (a) Failure of Tenant to pay its Monthly Office Services Fee and Additional Charges when due, with a five day grace period, and such default is not cured within five (5) business days after the grace period; (b) Tenant does not comply with the terms and conditions of this Virtual Office Services Agreement; (c) or Tenant is not in compliance with any local, state, or federal law, statute or regulation c) The permanent departure from Accommodation by Tenant, which shall be defined as any period of non-use for thirty (30) days. In the event of such default, Tenant shall have five (5) business days to cure such default. If Tenant fails to cure any such default in the time period set forth herein, The Center shall have the option, without additional notice, to terminate this Virtual Office Services Agreement. In

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HOUSE RULES

addition, in the event of default, The Center shall have the option to apply the Last Month Payment to any outstanding sums owed under this Service Agreement. In the event of default, Tenant will be liable for collection fees and attorney fees and expenses incurred by both collection agency or attorney and any other costs incurred by The Center as a result of the default.

TENANT CONDUCT Tenant's employees and guests shall conduct themselves in a businesslike manner, the noise level will be kept to a level so as not to interfere with or annoy other tenants and Tenant will abide by The Center directives regarding security, keys, building access, parking, and other such matters common to all occupants. Personal belongings should never be left in common areas such as the hallways, which includes packaging or cardboard boxes. When disposing of cardboard boxes and packing, they are to be broken down prior to disposing. The Center reserves the right to make such other rules and regulations as in its judgment may from time to time be needed for the safety of tenants, care and cleanliness of the offices. Offices must always be kept neat and orderly. Any violation(s) to the terms of Conduct will result in a \$50 fine per incident. The Center reserves the right not to renew or to terminate without notice Tenant's Office Services Agreement for any violation of the terms and conditions of the Agreement or for conduct deemed grossly inappropriate or offensive to others as determined by The Center's management and its officers.

SAFETY Tenant will not store or use anything which will create a fire or theft hazard, cause noise, create a smell, use abnormal amounts of electricity, create a nuisance, cause an increase in The Center's insurance premiums or cancellation of its insurance or offend The Center's other tenants, no firearms shall be permitted. Tenant will not bring any animals other than a dog that has been individually trained to do work or perform tasks for an individual with a disability. Other than a personal computer, desktop printer, facsimile machine or small desktop appliances, Tenant will not bring any other office equipment or kitchen appliances onto the premises without written permission from The Center. Tenant shall not prop open any corridor doors, exit doors or door connecting corridors during or after business hours. All corridor, halls, elevators and stairways shall not be obstructed by Tenant or used for any purpose other than egress and ingress. Tenant can only use public areas with the consent of The Center and those areas must be kept neat and orderly at all times. Smoking is not permitted anywhere within the building containing the office.

SIGNAGE Tenant shall not affix anything to the windows or any other part of the office (s) or The Center or make alterations or additions to the offices or The Center without the prior written consent of The Center. No advertisements or identifying signs, other than provided by The Center, or other notices shall be inscribed, painted or affixed on any part of the corridors, doors, or walls of any public area.

SOLICITING Canvassing or soliciting other tenants for any business or other purposes in the common areas of the building is prohibited. Tenant may not conduct business in the hallways, reception areas or any other area except in its designated office(s) or conference rooms.

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HOUSE RULES

USPS REGULATION The United States Postal Service has established regulations that affect how we deliver our services. The regulations are intended to minimize the potential for mail fraud and to ensure that we manage our Tenant's mail needs conducive with the standards of the postal service itself. The Center is a Commercial Mail Receiving Agent (CMRC) for Business Identity Tenants and is subject to the USPS Rules and Regulations regarding accepting mail on behalf of our Tenants. Therefore, Tenant agrees to submit and periodically update information required on USPS Form 1583 (Application for Delivery of Mail through Agent) prior to the start date of the service. The Center is required to review and validate the identification of each person receiving mail at the Facility in person or Tenant must submit the form with notarized signatures of all individuals receiving mail at the Facility. Failure to have a completed USPS Form 1583 registered with the Post Office can cause the postal service to interrupt delivery of your mail or potentially cause mail to be returned to the sender.

MAIL HANDLING All advertisement, presorted, and nonprofit postage mail may be discarded without notice. Tenant may request their mail to be forwarded or held at the front desk to be collected during normal business hours. Mail such as letters, postcards, and other small flat items may be consolidated in a large envelope and forwarded on a weekly, biweekly, or monthly intervals. Larger items such as padded envelopes and packages will be forwarded separately as they are unable to be consolidated. The cost of forwarding is postage plus handling fee. We will forward using the most economical option available through our Postage System, unless otherwise requested. Tracking may not be available on all forwarding services. The Center shall not be responsible for any loss caused by third party carriers and cannot guarantee delivery time with any shipping providers. Items held at The Center for more than 30 calendar days will be assessed a daily holding fee or discarded without prior notice. Oversized items will be held for no more than five (5) business days at The Center before it is returned to sender. The Center will make every effort to notify tenant via phone and email of such item. Items that are not able to be returned to sender will be discarded without prior notice. Oversized items are defined by its weight of ten (10) pound or more, and/or its total dimensions (H+D+W) of more than 50 linear inches. The Center cannot guarantee secure storage of any oversized items.

MAIL SCANNING Mail scanning service is an optional service that may be elected by the tenant which requires The Center to open incoming mail articles. By signing up for this service, tenant grants The Center and its staff access and permission to open and view any incoming mail items or packages. The Center does not accept responsibility for contents of the mail item or package. Tenant must choose to hold, forward or discard the item after scanning. Items or packages held at The Center for more than 30 calendar days will be assessed a daily holding fee or discarded without notice. Mail scanning is limited to ten (10) items per day, any additional items will be notified via email. Packages, Advertisement, Presorted Standard, Bulk Mail, Books, Magazines, and Periodicals will be excluded from Mail Scanning Service.

REGISTERED AGENT For an additional fee, Tenants may designate The Center to act as their

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HOUSE RULES

Registered Agent on behalf of their company. The Center may receive service of process (SOP) on behalf of its company.

MEETING ROOMS Tenant may schedule the use of the common meeting rooms up to thirty (30) days in advance. Payment must be made in advance of the entire reservation in order to complete the reservation. Accounts in good standing may choose to be invoiced instead. A twenty-four (24) hour notice must be given in order to receive a full refund. Notices given within twenty-four hours will be subject to the entire booking fee, no pro rate or partial fee shall be returned. Tenant and guests may check in at the front desk fifteen (15) minutes prior to the reservation. Failure to show within 15 minutes of the reservation start time will result in the cancellation of your reservation and a \$25 No Show Fee will be assessed. If Tenant requires additional time beyond the time of expiration, the reservation may be automatically extended, upon availability, and additionally charges will be applied.

PARKING Unassigned, surface parking on the West side of the building is available to all tenants and their guests. Should covered parking become available, Tenants may request a covered parking space at an additional cost to be determined at that time.

FURNITURE Standard workstation office furniture package(s) as designed by The Center is included in certain designated offices. All furniture supplied to Tenant through its exclusive use will remain at The Center at the expiration of this Agreement in the same condition as first delivered to Tenant, normal wear and tear accepted. If any repairs become necessary, The Center will determine if repairs shall be made. If repairs are necessitated by Tenant's misuse or abuse, the repair or replacement charges will be billed to Tenant's account and may be taken from Tenants' deposit. Tenant is not authorized to order any repairs or to make any repairs itself. Tenant shall not remove The Center owned furniture, fixtures or decorative materials from the office(s) or building. Tenant agrees to use chair mats under any rolling chairs inside their office and any damage caused from failure to use same shall be the responsibility of Tenant. Tenant is responsible for providing & utilizing chair mats. Shall they fail to provide, The Center may supply one and will be billed to tenant.

THE CENTER EMPLOYEES You must not solicit or offer employment to any of our current employees. In the event of a breach of any obligation of Tenant contained in this paragraph, Tenant shall be liable to The Center for, and shall pay to The Center on demand, liquidated damages in the sum of six months of the employee's salary, to be determined at the time of recruitment.

LIMITATION OF LIABILITY Services provided pursuant to this Office Service Agreement are without warranty. Tenant's sole remedy, and The Center's sole obligation, for any failure to render any service, any error or omission, or any delay or interruption with respect thereto, is limited to an

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HOUSE RULES

adjustment to Tenant's billing in an amount equal to the charge for such services for the period during which the failure, delay, or interruption continues. Tenant expressly and specifically agrees to waive, and agrees not to make, any claim for damages, direct, indirect or consequential, including with respect to lost business or profits, arising out of any failure to furnish any service provided hereunder, any error or omission with respect thereto, or any delay or interruption of services. As to the services provided hereunder, The Center makes no express or implied warranty of merchantability or fitness for a particular purpose. In the event a dispute arises under this Office Services Agreement, Tenant agrees to submit the dispute to mediation. If mediation does not resolve the dispute, Tenant agrees that the matter will be submitted to arbitration pursuant to the procedure established by the American Arbitration Association. The decision of the arbitrator will be binding on the parties. The non-prevailing party as determined by the arbitrator shall pay the prevailing party's attorney's fees and costs of the arbitration. Furthermore, if a court decision prevents or The Center elects not to submit this matter to arbitration, then the non-prevailing party as determined by the court shall pay the prevailing party's reasonable attorney's fees and costs.

THE CENTER LIABILITY Tenant agrees that The Center is not liable to Tenant for: (a) loss or damage to any document or other article by the US Postal Service, or any other licensed, common or private carrier delivery service; or loss or damage arising out of services provided by any telephone or internet; (b) any personal or property injury or damage resulting from the acts or omissions of The Center's employees, persons renting office space, conference rooms or services from The Center, their invitees, other persons occupying any part of or employed in the building of which The Center premises area a part, or their invitees, or for any injury or damage to persons or property caused by any person, except as any such loss or damage arises from willful or grossly negligent misconduct by The Center, its agents, or employees. In addition, The Center is not responsible for any loss as a result of our failure to provide a service as a result of a mechanical breakdown, strike, delay, failure of team termination of our interest in the building unless we do so deliberately or are grossly negligent. We are also not liable for any failure until you have informed us in writing and given us reasonable time to correct it.

INSURANCE Tenant understands that the liability/property insurance carried by The Center does not insure against loss, damage, casualty or theft of or to any of Tenant's business or personal property, wherever situated on or around Accommodations of the Center. It is the Tenants' responsibility to provide insurance for their own property to which they bring to The Center, and for their own liability to their employees and to third parties. The Center will not be responsible for any damage to Tenants' personal belongings.

NOTICES Any notice under this Office Services Agreement will be in writing and will be sent via regular mail, email, certified mail with return receipt requested, or by an expedited service that provides proof of delivery based on the urgency of such notice to the last address of the party to whom notice is to be given, as designated by such party in writing.

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HOUSE RULES

IDEMNITY If a claim is made against The Center because of any action or inaction on the part of Tenant or its guests, customers, tenants, invitees or visitors, Tenant will immediately indemnify The Center and hold it harmless from those claims or causes of action. This indemnity includes not only the amount of any such claim, but also all of The Center's costs in investigating and defending those claims in dealing with those claims as well as The Center's reasonable attorney's fees and costs of court. Further, in the event that any of The Center's employees travel off-premises at the request of Tenant and that travel results in damages or exposes The Center to liability, then Tenant will indemnify The Center and hold it harmless from any such claims or damages. Tenants of The Center under this Office Services Agreement are advised to carry insurance to cover their own personal property and liability coverage(s).

COWORKING PACKAGES

Coworking Membership - \$150 per month

- One Person Access to a Coworking Desk Inside a Shared Office Space During Business Hours*
- Use of Business Address
- Incoming Mail Notification via Email
- Mail and Package Receiving with Option to Hold or Forward Mail
- Live Front Desk Receptionist*
- High Speed Fiber Internet with Wi-Fi Access*

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HOUSE RULES

- Access to Central Printer, Copier & Scanner*
- Access to Community Kitchen and Vending Machines*
- Complimentary Coffee and Water Service*
- 50% off meeting room rates at all OFFICENEST locations

Dedicated Desk - \$300 per month - Coworking Membership Plus:

- Assigned a Dedicated Desk Exclusively for Your Use
- After-hours Access

Optional Phone Services

- Dedicated Phone Number with Automatic Call Transferring [Additional \$30/month]
- Dedicated Phone Number with Live Phone Answering & Transferring Service [Additional \$70/month]*

Optional Services

After-hours Access	\$50/month
Use of 1st Fl Meeting Room	\$40 per hour
Black & White photocopies	\$.07 per page
Color photocopies	\$.20 per page
Forwarding & Shipping \$10)	\$2 per forward plus cost of postage (20% surcharge over
Mail scanning service	\$30/month or \$5 per request
Registered Agent Service	\$20 per month
Additional Names	\$10 per month

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HOUSE RULES

ITEMS REQUIRED TO START

- First month of service, Security Deposit Equal to One Month & \$50 Enrollment Fee

* Services Available During Business Hours Only, 9am - 5pm, Monday through Friday, excluding holidays

The Center reserves the right to make changes or adjustments to services offered

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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.