

# DASH License<sup>®</sup> Monthly Use

1

## DEFINITIONS

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

2

## AGREEMENT

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

3

## HOUSE RULES

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

4

## LICENSE TERMS

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

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# 1

## DEFINITIONS

AGREEMENT DATE

### GUEST:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

### SPACE DETAIL:

NAME

SPACE TYPE:

MAX OCCUPANCY:

SIZE (SQ FT):

### TERM:

START DATE:

END DATE:  
(Optional)

CANCELLATION TERMS

MINIMUM TERM

### HOST & BUILDING:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

### FEES, DEPOSIT AND TAXES:

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

MONTHLY CHARGE

SETUP CHARGE

DEPOSIT

TAXES

### MARKETPLACE SERVICE:

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

# 1

## DEFINITIONS

### AGREEMENT DATE

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

### CANCELLATION TERMS

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

### HOST

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

### "GUEST" OR "YOU"

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

### SPACE

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

### MAXIMUM OCCUPANCY

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

### BUILDING

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

### TERM

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

### FEES

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

### DEPOSIT

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

### TAXES

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

### MARKETPLACE SERVICE

shall mean the LiquidSpace service.

# 2

## DIRECT AGREEMENT FOR SPACE HOSTING (DASH) LICENSE

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

The Host and Guest agree as follows:

### LICENSE

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

### TERM

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

### HOUSE RULES

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

### PAYMENT

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

### DEFINITIONS

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

### ENTIRE AGREEMENT

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

## House Rules for Office Evolution Troy

1. **Business Center Rules.** In the event of any inconsistency between the provisions of the Business Center Rules and the Terms and Conditions, the terms of the Business Center Rules shall control.
1. Member agrees to comply with the following rules and regulations and with such reasonable modifications and additions as Denver Office Partners D/B/A Office Evolution may hereafter from time to time make for the Building and/or the Shopping District. Office Evolution will not be responsible for the non-observance by any other Member of any of said rules and regulations:
  1. Member will occupy and use the Premises during the term and for the use specified in the agreement and no other purpose whatsoever.
  1. Member will not exhibit, sell or offer for sale on the Premises or in the Building or Shopping District any article or thing except those articles and things essentially connected with the stated use of the Premises by the Member without the advance consent of Office Evolution.
  1. Member will not make or permit to be made any use of the Premises or any part thereof which would violate any of the covenants, agreements, terms, provisions and conditions of this Agreement or which directly or indirectly is forbidden by Laws or which may be dangerous to life, limb, or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the Building as a high quality office building, or which will impair our reputation or appearance of the Building as a high quality office building, or which will impair or interfere with or tend to impair or interfere with any of the services performed by Office Evolution for the Building.
1. **Bicycles:** No bicycles or vehicles of any kind will be brought into or kept in or about the Premises without Office Evolution's consent.
1. **Sickness:** Those with a fever 100°F or higher within the past 24 hours should remain home. If controlling the fever with medicine, remain home until fever-reducing medicine is not needed. Regardless of fever, if suffering from coughing or sneezes, please also remain at home until it subsides. If you cough, sneeze or clear your throat, please use a tissue (preferable), or inside your elbow.

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## HOUSE RULES

1. **Pet Policy.** For the safety and comfort of all members, pets are not allowed in the Business Center. However, where required by law, service animals are allowed in the Business Center. Members will notify the Business Center to register all service animals prior to bringing service animals into the Business Center.
1. **Cameras.** For the benefit of all members, the Business Center will install security cameras in the lobby near the doors off the elevator. It is the Member's responsibility to inform his/her guests of the ongoing recording by the security cameras.
1. **Children in the Suite:** We understand that parents will experience an occasion when they have no choice but to bring their child to work. We ask that the children are supervised, are quiet and do not play around the common areas even when no other members are present. We also ask that the children not approach other members or their work areas. And if the child is sick, they should not enter the business center. As a reminder, all visitors under the age of 18 should be supervised. Children (yours or your clients') must remain with you or in your office or your rented space, including conference room or day office, while they're here.
1. **Noise Awareness:** In common spaces consider others by keeping phone rings and notifications at a quiet level. Quiet conversations or phone calls are fine if you have asked the others in the space, however the phone booth (where available) or hallway should be used for longer calls or loud conversations. Use professional or friendly language. Use earphones for personal music, calls, etc. and match volume to those around you or lower it to avoid disruption.
1. **Phone Booth Use:** (Where available): For calls over 30 minutes, we ask you to book a day office or conference room. Dedicated space reservations are bookable in 15-minute increments, and many membership plans include a monthly allocation of free use.
1. **Air Fresheners and other Fragrances:** These should not be perceptible in the hallway outside of your office or in any adjoining office.
1. **Candles, Incense Sticks, other Combustibles:** For fire safety, these items are prohibited.

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## HOUSE RULES

1. **Smoking:** Member and Member's employees and agents may only smoke tobacco products in the smoking areas outside the Building designated by Office Evolution and/or the building owner and will dispose of all cigarette and cigar butts in receptacles provided by the building owner. In no event will Member or Member's employees or agents smoke any tobacco products within the Building or within 50 feet of any entrance to the Building.
1. **Marijuana:** Consumption of marijuana products containing THC in any form is prohibited at Office Evolution Troy.
1. **Vaping:** Vaping is prohibited while inhabiting any Office Evolution facility.
1. **The internet is a shared access system** subject to Office Evolution's controls and access limitations. Actual speeds may fluctuate as the main server continuously balances and adjusts the needs and usage within the office by the actual bandwidth delivered from the supplier. Multiple devices within an office may divide the allocation. As such, the Member agrees not to stream videos or upload/download other products in such formats which bandwidth demands that may overburden the entire system making access for other member's difficult. This is especially true when using WIFI access. Additionally, the member agrees not to use the internet for any illegal purposes or to solicit any illegal activity.
1. **Personal firewalls** installed by the member in their office or on their systems may conflict with our systems. General name brand antivirus and internet protection software does not cause this problem. Therefore, the use of personal firewalls is discouraged. If Member experiences a technology problem and it is determined that the problem as caused by the members own hardware or software, the Member will be charged \$200 per hour per professional for all troubleshooting required to fix the problem.
1. **The Business Center (office) may close or move** upon giving at least 60 days written notice to the Member who list the to-be-closed/moved business center as their primary location. All members at that Business Center shall be allowed to terminate their memberships/MSA effective on the closing date or moving date of the Business Center, but no earlier than the closing/moving date, without any penalty. The Business Center shall have no further liability beyond the closing date or moving date.
1. **Late Fees:** All invoices not paid by the 5th of the month will be assessed a 10% late fee. All invoices not paid by the last day of the month will be assessed an additional 10% late fee plus all attorney fees due to Baroway Law Firm or any other law firm and costs associated with collection action.

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## HOUSE RULES

1. **Insufficient funds:** The Business Center will charge a \$50 bank fee plus a 10% late fee for any invoice amount due by Member which cannot be collected due to insufficient funds in their account. Additional costs will also be charged for all attorney fees due to Baroway Law Firm or any other law firm and costs associated with collection action.
1. **Keys & Fobs:** Failure to return fobs within 7 days at the end of the membership will result in a charge of \$50 per fob. Failure to return a physical office key at the end of the term will result in a charge of \$100 per key. Loss of key/fob during the term will result in the same charges for replacement.
1. **Drywall/Carpet/Ceiling Tile Damage:** Upon departure from an office, in addition to the \$200 cleaning fee, Member will be charged \$50 per drywall patch (which could include nail holes, drywall anchor holes, gashes, and other damage), \$50/wall repaint, \$75 per damaged ceiling tile, and \$100 per carpet square repair if carpet cleaning fails to remove stain/damage. All repairs will be performed by Office Evolution at these rates. Member is not authorized to make these repairs.
1. **Wall Hangings** – Member is allowed to hang items on the walls in their office. Member will be held responsible for the resulting damage repair cost. Office Evolution is not responsible for hanging items for the member in their office.
1. **Painting the Office** - Member is not authorized to paint their office without prior consent from Office Evolution.
1. **Member Default:** if (a) Member does not pay any sum payable by Member to Office Evolution by 5:00 pm on the 5th of the month, or (b) if Member fails to perform any of the provisions of this agreement and does not cure such other failure within 5 days after written notice to Member from Office Evolution, Office Evolution will have the right with or without notice to Member, in addition to other remedies available, to terminate all of Member's services. If Member's rights under this agreement are so terminated, Office Evolution may, after complying with any applicable requirements of law, take possession of Premises. Upon such action by Office Evolution, Member will remain liable for all obligations, which have previously accrued, and, and, to the maximum extent permitted by law, for all obligations which may subsequently accrue. All such future fixed charges will become due and payable immediately without notice or demand. Reinstatement of services after such termination is up to the discretion of Office Evolution.



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## HOUSE RULES

1. **Member Abandonment:** Member agrees that if Member vacates, is locked out or abandons Premises, or if Member is dispossessed by process of law or otherwise, personal property belonging to Member and left on Premises will be considered abandoned or, at Office Evolution's option, Office Evolution may store it in Member's name, at Member's cost, and without notice to Member.
  
1. **Office Evolution Right of Entry:** Office Evolution, its agents, contractors, and representatives may enter the Premises to inspect or show the Premises, to clean and make repairs, alterations or additions to the Premises, and to conduct or facilitate repairs, alterations or additions to any portion of the Building. Except in emergencies or to provide janitorial and other building and office services Office Evolution will provide Member with reasonable prior notice of entry into the Premises, which may be given orally. Entry by Office Evolution for any such purposes does not constitute a constructive eviction or entitle Member to an abatement or reduction of monthly charge for Premises.
  
1. **Office Evolution Employees:** Firing, hiring and training employees is time consuming and expensive. Member agrees that during the term of this agreement and within six months afterwards, Member will not offer employment to or hire any person who has been an employee of Office Evolution within six months prior to the time they are hired by Member. If Member violates this provision, Member will be liable to Office Evolution the sum of 50% of the annual compensation (at the rate last paid to employee by Office Evolution) of each employee involved.
  
1. **Parking:** Member and Member's employees will park their cars only in those portions of the Common Area designated for that purpose by Office Evolution, if any. There is NO OVERNIGHT PARKING unless you are in the office working. Overnight parking is subject to tow by the building owner.
  
1. **KITCHEN USAGE**
  1. No cooking beyond microwaving will be done or permitted by Member in the Premises without Office Evolution's consent.
  2. Member will not cause or permit any unusual or objectionable odors to be produced in or emanate from the Premises.
  3. Member will clean up after themselves. This includes any spills or splatters in the microwave or toaster and on tabletops or counters. There are sponges and paper towels by the sink.
  4. Rinse off dirty dishes and utensils and place them in the dishwasher and run the disposal if necessary. The kitchen is heavily used by all Members, so please do not leave dirty dishes in the sink as a courtesy to your fellow Members.
  5. Member will label any food you put in the refrigerator. The refrigerator will be cleaned out regularly; any unlabeled food, drinks or condiments will be thrown out without

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## HOUSE RULES

hesitation.

6. Eat/drink only what belongs to you.
7. Any food left on the dining table in the kitchen is for public consumption-ENJOY!
8. Please only bring in your food for the day. This is not your personal kitchen and we do not have the ability to store excess food or kitchen supplies on your behalf.

1. **Personal Responsibility with Alcohol:** Where complimentary alcohol is provided, consumption of alcohol is optional and a personal decision. Member agrees that any alcoholic beverages the Member consumes are their choice and responsibility. Member agrees to drink responsibly and heed suggestions from others and will not drive if intoxicated. Member acknowledges that they alone are responsible for all of their actions resulting from consuming alcohol and Office Evolution is in no way responsible.

1. **Honor Bar:** Food and beverages available for purchase are clearly marked. Member agrees to pay for all consumed food and beverages from the Honor Bar.

### 1. EMERGENCIES

1. Direct Contact for After Hours Emergencies: 586-703-7768/ 586-746-9778
2. NOTE: Forgetting your keys at home or elsewhere to get into the office is NOT an emergency. Locking your keys in your office will result in a \$150 trip charge if someone has to come let you back in after hours. However, there may be options available to let you in with a phone call.

### 1. CONFERENCE ROOM AND DAY OFFICE USAGE

1. Conference Rooms and Day Offices must be reserved through Yardi Member Portal, or the Business Center Manager. If a conference room or day office is already scheduled, you will not be able to make a reservation.
2. If someone is using the conference room or day office during the time you have reserved, let the receptionist know.
3. Please make sure your guests take any cell phone calls out into the hall by the elevators, away from the reception area and other offices.
4. Please remove any items you take into the conference room or day office, as Office Evolution will charge you a minimum of \$25 to clean anything you leave behind. This includes straightening chairs, putting away dishes, removing papers/brochures left behind, throwing out trash, etc. PLEASE LEAVE THE ROOM CLEAN.
5. If you need the tables moved in the conference room, please notify a staff member right away. The tables must be LIFTED, NOT DRAGGED, or the legs will snap off and/or the carpet may be damaged. YOU WILL BE CHARGED FOR THE REPAIR.
6. Unoccupied offices and conference rooms are NOT available for free use by members. You are required to pre-book the room with the Business Center

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## HOUSE RULES

Manager. The member will be charged a minimum of 1 hour for any un-booked use of unoccupied offices or conference rooms PLUS \$5 per minute of staff time to review the video recordings to determine actual usage. Failure to pre-book conference room usage is also subject to immediate termination of your plan at OE discretion without any refund of paid fees. All locations do have security cameras with back up recording capability.

7. Conference room and day office reservations must be cancelled with 3 business days' notice. Failure to cancel before 3 business days before scheduled conference room or day office reservations will result in a cancellation fee equal to 100% of the conference room or day office reservation cost.

### 1. PACKAGE RECEIVING

1. All packages accepted will be delivered to/ secured in member's dedicated space.
2. All packages that do not fit in member's dedicated space must be picked up from the business center manager within 5 business days of package acceptance.
3. All packages over 25 pounds must have member present to accept package.
4. Excessive package acceptance and storage may incur added fees.

### 1. RELEASE AND WAIVER OF LIABILITY FOR ACCEPTING PAYMENTS FROM MEMBER'S CLIENTS:

1. Budde Investments, LLC d/b/a Office Evolution - Troy (OE) may accept payments for a member from its clients under the following conditions:
2. If the member is present, they shall be required to personally accept the payment.
3. If the member is not present, OE will assist in accepting the payments with the following limitations of liability and processing charges.
4. Payments made by check will be received and placed in the member's mailbox without charge.
5. Payments made by cash will be charged a \$5.00 processing and handling fee per payment.
6. Cash payments will be stored by OE until the member is present. However, OE does not have a durable safe or secured storage facility to safeguard against theft, fire or other unanticipated acts which could create a loss to the member.
7. Furthermore, the member understands errors could be made in counting cash transactions and waive any and all liability relating to such errors.
8. Additionally, unless the Waiver of Liability is signed and on file with OE, OE will not accept any payments on behalf of any Member.
9. Credit card payments/numbers will not be directly accepted under any circumstances.
10. THEREFORE, due to the nature of the executive suite relationship and environment, the Member acknowledges the risks involved in parties dropping off payments at the front desk with an OE employee.
11. OE agrees to use its best efforts to receive payments on behalf of the Member and provide those to the Member. However, OE's staff, employees and operators are not agents or employees of the Member and therefore do not have any legal responsibility or liability to conduct any financial transactions on behalf of the Member.

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1. **Business Identification Signage:** Office Members are limited to the placard next to their door. Member will not display, inscribe, print, paint, maintain or affix on any place in or about the Building any sign, notice, legend, direction, figure or advertisement, except at the doors of the Premises and on the Building directory, and then only such name(s) and matter, and in such color, size, style, place and materials, as will first have been approved by Office Evolution. The listing of any name other than that of Member, whether at the doors of the Premises, on the Building directory, or otherwise, will not operate to vest any right or interest in this Agreement or in the Premises or be deemed to be the consent of Office Evolution therefore, it being expressly understood that any such listing is a privilege extended by Office Evolution revocable at will by written notice to Member.
1. **Advertising:** Member will not advertise the business, profession or activities of Member conducted in the Building in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining to such business, profession or activities, and will not use the name of the Building for any purpose other than that of the business address of Member, and will never use any picture or likeness of the Building in any circulars, notices, advertisements or correspondence without Office Evolution's consent. Office Evolution will have the right to prohibit any advertising by Member which, in Office Evolution's opinion, tends to impair the reputation of the Building or Shopping District and, upon written notice from Office Evolution, Member will refrain from or discontinue such advertising.
1. **Additional Locks:** No additional locks or similar devices will be attached to any door or window without Office Evolution's written consent.
1. **Additional HVAC Hours:** The Building runs HVAC systems Monday – Friday during normal business hours and sometimes on Saturday mornings. If the Member requests for HVAC to be turned on during the weekends, the additional charge per hour will be passed onto the Member. Pricing varies by location.
1. All persons entering or leaving the Building between the hours of 5 p.m. and 8 a.m., Monday through Friday, or at any time on Saturdays, Sundays or holidays, may be required to do so under such regulations as Office Evolution may impose. Office Evolution may exclude or expel any solicitor.
1. Member will not overload any floor. Office Evolution may direct the time and manner of delivery, routing and removal of all items that are delivered to the Building for Member's use and may specify the location of safes and other heavy articles.

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1. Unless Office Evolution gives advance written permission, Member will not install or operate any steam or internal combustion engine, machinery, refrigerating or heating device or air-conditioning apparatus in or about the Premises, or carry on any mechanical business therein, or use the Premise for housing accommodations or lodging or sleeping purposes, or do any cooking therein, or use any illumination other than electric light, or use or permit to be brought into the Building any flammable fluids such as gasoline, kerosene, naphtha, benzene and solvents, or any explosives, radioactive materials or other articles deemed extra-hazardous to life, limb or property except in a manner which would not violate any ordinance or regulation or any condition imposed by the standard fire insurance policy issued for office buildings in the municipality where the Building is located, or do or permit anything to be done, or keep or permit anything to be kept, in the Premises, which would increase the fire or other casualty insurance rate on the Building or the property therein, or which would result in insurance companies of good standing refusing to insure the Building or any such property in amounts reasonably satisfactory to Office Evolution. Member will not use the Premises for any illegal or immoral purpose.
1. Member will cooperate fully with Office Evolution to assure the effective operation of the Building's heating and air-conditioning system, including the closing of blinds and drapes, and if windows are operable to keep them closed when the air-conditioning system is in use.
1. Member will not contract for any work or service which might involve the employment of labor incompatible with the Building employees or employees of contractors doing work or performing services by or on behalf of Office Evolution.
1. The sidewalks, halls, passages, exits, entrances, elevators and stairways will not be obstructed by Member or used for any purpose other than for ingress to and egress from its Premises. The halls, passages, exits, entrances, elevators, stairways and roof are not for the use of the general public and Office Evolution will in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Office Evolution, will be prejudicial to the safety, character, reputation and interests of the Building and its Members, provided that nothing herein contained will be construed to prevent such access to persons with whom Member normally deals in the ordinary course of Member's business unless such persons are engaged in illegal activities. No Member and no employees or invitees of any Member will go up on the roof or into the mechanical rooms of the Building.
1. Member will not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Office Evolution or other occupants of the Building by reason

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## HOUSE RULES

of noise, odors and/or vibrations, or interfere in any way with other Members or those having business therein, nor will any animals or birds be brought in or kept in or about the Premises or the Building.

1. Member will see that the doors and windows, if operable, are closed and securely locked before leaving the Premises and must observe strict care and caution that all water faucets or water apparatus are entirely shut off before Member or Member's employees leave the Premise, and that all electricity will likewise be carefully shut off so as to prevent waste or damage.
1. Member agrees, at its sole cost and expense, to comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash. Member will sort and separate such waste products, garbage, refuse, and trash into such categories as provided by law. Each separately sorted category of waste products, garbage, refuse, and trash will be placed in separate receptacles.
1. Office Evolution reserves the right to refuse to accept from Member any waste products, garbage, refuse, or trash that is not separated and sorted as required by law, and to require Member to arrange for such collection at Member's sole cost and expense, utilizing a contractor satisfactory to Office Evolution. Member will pay all costs, expenses, fines, penalties, or damages that may be imposed on Office Evolution or Member by reason of Member's failure to comply with the provision herein, and at Member's sole cost and expense, will indemnify, defend, and hold Office Evolution harmless (including legal fees and expenses) from and against any actions, claims, and suites arising from such noncompliance, utilizing counsel reasonably satisfactory to Office Evolution.
1. No awnings or other projection will be attached to the outside walls of the Premises or Building without Office Evolution's prior written consent.
1. Neither the interior nor the exterior of any windows will be coated, covered otherwise sun-screened without Office Evolution's prior written consent.
1. Member will not mark, paint, drill or bore into, cut or string wires in, lay linoleum or other floor coverings in, or in any way deface any part of its Premises, except with Office Evolution's prior written consent and as Office Evolution may direct.

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## HOUSE RULES

1. No window or other air conditioning or heating units or other similar apparatus will be installed or used by Member without Office Evolution's prior written consent.
1. No hand trucks will be used in the Building or Shopping District except those equipped with rubber tires and side guards.
1. No person will be employed by Member to do janitorial work in the Premises without Office Evolution's prior consent.
1. Office Evolution reserves the right to exclude or expel from any person who, in the judgment of Office Evolution, is intoxicated or under the influence of liquor or drugs, or who will in any manner do any act in violation of these rules and regulations.
1. Member and Member's employees and agents will not solicit business in the Common Area, nor will they distribute any handbill or other advertising material at any place within the Shopping District other than the interior of the Premises.
1. No radio or television or other similar device will be installed without first obtaining in each instance Office Evolution's consent in writing. No aerial will be erected on the roof or exterior walls of the Premises, Building, or elsewhere in the Shopping District, without obtaining in each instance the prior written consent of Office Evolution. Any aerial so installed without such written consent will be subject to removal without notice at any time.
1. The plumbing facilities in the Premises and the Building will not be used for any other purposes than that for which they are constructed, and no foreign substance of any will be thrown therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision by Member or its employees, agents, or invitees will be borne by Member.
1. Member agrees to abstain from consuming adult content while in common spaces including dedicated desk areas.
1. Office Evolution will not be deemed to have given any consent to any matter requiring Office Evolution's prior consent under the Agreement unless such consent is in writing, and Office

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## HOUSE RULES

Evolution may give or withhold such consent in its sole discretion, except as otherwise expressly provided in the Agreement.

1. Office Evolution reserves the right at any time to modify or rescind any one or more of these rules and regulations, or to make such other and further reasonable rules and regulations as in Office Evolution's judgment from time to time be necessary for the management, safety, care and cleanliness of the Building and/or Shopping District, and for the preservation of good order therein, as well as for the convenience of other occupants and Members thereof. Office Evolution will not be responsible to Member or to any other persons.
1. Member will be deemed to have read these rules and regulations and to have agreed to abide by them as a condition of its occupancy of the Premises. These rules and regulations (as changed from time to time) will be deemed to be a part of the Member's agreement with Denver Office Partners/Office Evolution.

**THANK YOU**

**Office Evolution – Troy, MI**



# 4

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



### GOOD CARE

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



### COMMON AREAS

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



### SHARED FACILITIES

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



### KEYS AND SECURITY

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

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## License Terms

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

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



### NAME AND ADDRESS

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



### MAIL AND PACKAGES

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



### CONDUCT

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

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



### CONFIDENTIALITY

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

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## License Terms

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



### NON-SOLICITATION

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

Either party may solicit or recruit generally in the media.

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



### DAMAGES AND INSURANCE

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

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



### PAYMENT

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

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

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

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

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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.