

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:

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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 Single Dedicated Desk

Membership Agreement and Terms of Service

By selecting "I Agree to the Membership Agreement" you have accepted the terms of service of our Membership Agreement and the Enterprise Code of Conduct below. Please note membership benefits do not start until you sign this Agreement and attend the orientation. Membership orientation sessions will be made available to you before you begin working at Enterprise.

Enterprise Community Members' Code of Conduct At Enterprise, we don't just provide a workspace—we foster a community. We've established the following guidelines in order to set and manage expectations and to support the success of the community and its members. It's very important that these guidelines are maintained. Which is why failure to do so could result in a termination of membership without refund.

1) Be nice. This seems like a simple rule, and it is. Enterprise is full of members with all different backgrounds, personalities and life experiences. Even if another member's work style doesn't match your own, please maintain a polite and respectful demeanor. 2) Be open. Enterprise is a place where ideas flow. Be ready to take and give advice, ask questions and share your successes and failures. 3) Be active. There is no shortage of opportunities to connect at Enterprise. So get ready to pull out that chili recipe, suggest a community building activity to the Enterprise team or simply grab a cup of coffee and see whom you run into. 4) Be generous. If you can mentor someone, do it. If you have an excess of homegrown tomatoes, bring them in to share. Generosity is an important part of every relationship—including the ones you build at Enterprise. 5) Be clean. We feel strongly that every member should have access to clean common spaces—including the lounge, kitchen, meeting rooms, phone booths and patio. Please clean up after yourself and treat the furniture and amenities as if they were your own. If something breaks, don't hesitate to let the Enterprise team know. 6) Be courteous. Noise levels are always a concern for prospective members. How loud is it? Can I be on the phone? In our opinion, the hum of noise is great for building energy throughout a space. But if you know you're a loud talker, jump in a phone booth. And unless you're in a closed Suite or meeting room, please refrain from using speakerphone. 7) Be authentic. People come here to get work done in a comfortable environment, so please don't jump into your involvement in Enterprise community by trying to sell your Tupperware to every unsuspecting member. Organic relationships are bound to grow during your time at Enterprise, so let them happen naturally. 8) Be constantly growing. Enterprise was built for the growth and collaboration of its members. We want you to work hard and have fun. And we're confident that a strong work ethic will lead to a strong community. As members of the Enterprise team, we're also dedicated to growing, so feel free to provide feedback anytime.

If you have any questions or comments regarding the Code of Conduct, we're happy to chat. Come by the front desk or email us at membership@Enterprise5280.com.

Membership Levels

Enterprise has an array of membership options, and here is where you'll find specifics on the benefits provided at each level. You can upgrade your membership at anytime, but memberships are always subject to availability. You understand and agree that you will be billed a monthly recurring membership fee per the membership level you select. At the time of this Agreement, the

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HOUSE RULES

following memberships and their respective benefits are available.

Membership type	Description	Access	Complimentary meeting room hours	Registration fee and commitment	Monthly Dues	Floater
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Access to all commons without dedicated space.

12-Person Suite A closed-door Suite for up to twelve members. This Suite comes unfurnished with a whiteboard and access to your space. There is a year commitment and one month's security deposit required.

Strong communities are based upon active members and continuity. The relationships you'll build and the encounters you'll find are among the greatest benefits of your membership. But they take time. Which is why, at Enterprise, we require a commitment of 6 months for every Dedicated Desk and Suite membership.

Suite Membership Responsibilities

If you have selected one of our Suites, your membership includes both the indicated number of members and the aforementioned complimentary meeting room time. As stated above, all Suite memberships require a six-month commitment.

As a Suite member, you have extra benefits and a few extra responsibilities. Those responsibilities include the following:

- 1) Establishment of a Suite Payor. The Payor on the account is in charge of alerting Enterprise when any changes to the membership occur. This includes:
 - a. Providing an initial list of individuals included on the membership (the "Roster").
 - b. Notifying Enterprise when new members are planning to join the Suite and ensuring that they sign a Membership Agreement and attend an orientation session. Please notify us of additions to your Roster at least 48 hours in advance of their start date by emailing membership@Enterprise5280.com.
 - c. Notifying Enterprise by email when members are leaving. The member's name and last day may be sent to membership@Enterprise5280.com.
 - d. Tracking and monitoring meeting hour usage.
 - e. Collecting and returning any and all access keys, parking passes, mailbox keys and locker keys to Enterprise upon membership termination.
- 2) Fees. In addition to privacy, your Suite membership comes with a few additional fees.
 - a. There is a non-refundable registration fee as outlined in the membership chart. This fee allows for the onboarding of all members within the Suite allowance.
 - b. At the end of the membership, all access cards, keys and filing cabinets need to be turned into the Community Manager on or before the last day of the month. The Suite should be returned in as good or better condition than it was received. Enterprise reserves the right to charge a cleaning fee of \$250 to the account on file if professional cleaning services are necessary.
 - c. Lost fobs and keys are subject to a \$20 replacement fee.
- 3) Guests and Visitors. Anyone not on the official Roster will be considered a guest or visitor. Enterprise requires all guests and visitors to enter through the main entrance and check in at the greeting desk. You will be alerted via email or text to let you know when your visitors arrive.
- 4) Keep it clean. It is your sole responsibility to maintain the Suite in a safe, sanitary and presentable condition—which includes returning dirty dishes, glasses and cups to the kitchen. We reserve the right to send Enterprise staff on search and recovery missions of communal items. And if we discover caches of such items on a regular basis, you may be subject to cleaning and service fees.
- 5) Termination. The Suite Payor may terminate their Suite membership

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HOUSE RULES

after the initial 6-month commitment by providing written notice to membership@Enterprise5280.com. Termination requires one full calendar month (30 days) of notification submitted at least one day prior to the end of the month. By signing this agreement, you acknowledge that you will be charged membership fees for the duration of your membership whether you choose to use or vacate the space. 6) Damages. If you are in a Suite of 10 people or less your Suite includes furniture, chairs, network equipment and other furnishings. If these items sustain any damages, Enterprise reserves the right to invoice you for repair work and/or replacement. Every Suite is provided as is. No modifications are allowed. Please notify Enterprise staff immediately of any problems with or damage to the Suite including, but not limited to, fixtures windows, heat and water leaks. 7) Right of access. Suites are subject to Enterprise staff or management access at any time. We reserve the right to access your Suite for maintenance or inspection purposes. Since your Suite is a part of Enterprise, your membership is also subject to all-member benefits and responsibilities.

All-member Benefits and Responsibilities

Enterprise membership certainly has its benefits. At the time of this Agreement, the following membership benefits are available. Enterprise reserves the right to exercise discretion in changing pricing, benefits and memberships at anytime. All memberships include: wireless internet access, printer, scanner and copier use, access to phone booths, the ability to book meeting rooms and all the brewed coffee you can drink.

Printing. Every member is provided with 120 black-and-white pages per month of printing/copying at no cost. Any pages over the complimentary printing will be charged automatically to the Payor on file at the following rates: \$0.10/page of color printing and \$0.05/page of black-and-white printing.

Meeting room usage. Each Dedicated Desk and Suite membership comes with an allocated number of complimentary meeting room hours—as listed above. Floater memberships do not come with any complimentary hours. For any hours used above and beyond the allocated number of complimentary hours, members will automatically be billed in one-hour increments at a rate of \$25/hour. This will be charged to the Payor of the membership and their account on file.

Event space. The rooftop patio and the Classroom are considered event space. These can be rented out at a discounted member rate. For current rates please see your Community Manager.

Alcohol. A number of private member-only events and catered public events will be held at Enterprise. Should you choose to participate in these, we ask that you always drink responsibly. Drunkenness will not be tolerated and could result in the cancellation of your membership. And as always, if you choose to drink please do not drive.

Smoking. There is absolutely no smoking allowed on the rooftop. If you need to smoke, we ask that you do so outside of the building and at least 50 feet from any entrance. Additionally, please dispose of all debris to keep our premises clean and comfortable.

Furniture. We have taken great care in selecting every single piece of furniture in Enterprise. We hope that you will take equally great care maintaining these pieces. If you spill something, please let an Enterprise team member know immediately so we can help clean it up. And if something breaks, please let us know so we can repair it.

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HOUSE RULES

Enterprise is an organic community that will evolve and improve. And as it does, we may decide that the rules need to change too. Please check our posted Code of Conduct and check in with our team for changes to Enterprise's policies.

Add-ons

Below are additional benefits you can add to your membership. Please email membership@Enterprise5280.com if you are interested in adding any of these to your membership. Services can be upgraded at any time and are subject to availability. Pricing and packages are subject to change.

a. Mailbox. Mailbox services come complimentary with all Suite memberships. If you have a Floater or Dedicated Desk membership, you may add mail service for \$25 a month. You'll receive a physical address, and we'll place all your mail in dedicated mailbox. Note: You must maintain an active membership to take advantage of Enterprise's mail services. b. Storage. We are happy to offer storage units to house your office supplies, computers, clothes, etc. However, we ask that you refrain from using them to store dangerous, hazardous or flammable materials. When you elect to add a storage unit to your membership, you will add your own personal lock to the storage locker. Storage units are available in four sizes: • Small \$95/month • Medium \$145/month • Large \$245/month • Extra Large \$445/month c. Lockers. Located in the shower room, lockers are available to store your towels, workout clothes, toiletries, etc. Lockers are available in three sizes: • Small \$15/month • Medium \$30/month • Large \$45/month d. Parking. Off street parking spaces are available for \$75/month. e. Phone lines. Enterprise offers individual phone lines for \$45/month. However, additional fees may apply. f. Increased bandwidth. Your membership comes with wireless internet at speeds of 100/100 Mbps. We are able to provide internet speeds up to 1Gb for an additional costs. Please see your Community Manager for current pricing.

Guests and Clients

At Enterprise, we know exactly how important collaboration can be to your business. Which is why you're free to meet with clients in the Lounge (located outside of the members-only area) or in any meeting room for no additional charge (within your allotted number of complimentary meeting room hours per month). We also know that you may occasionally want to bring contractors or project collaborators into your Suite or the commons area. Which is why we offer members discounted \$20 guest day passes for purchase for their guests. However, after you've purchased five single-day guest passes for your collaborator, we'd like to formally welcome them into our community and ask that they get a membership.

Pets: Dogs are welcome at Enterprise as long as they don't cause concern or threat to other members. If you bring your pet in, please ensure that it's always under your control—especially when not in your Suite or at your desk. We ask that you keep your four-legged collaborators out of the kitchen area and don't permit them to wander the halls alone. Additionally, we ask that you clean up any and all of your dog's accidents within and around the Enterprise building. Enterprise reserves the right to remove a pet if it's causing problems or interrupting other members. Failure to take responsibility for your pet could result in the termination of your membership.

Children: We love kids. But if you bring them to Enterprise, we ask that you keep them with you at all times and make sure they're not interrupting other members. If they become disruptive, an Enterprise staff member may ask you to remove them from the premises. Every year, each member

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HOUSE RULES

receives one free visit for his or her children. After that, we ask that you purchase guest passes to bring your kids to Enterprise.

Bikes and Cars: Bikes are permitted and ENCOURAGED at Enterprise. Please keep your bike in one of the designated storage areas, and make sure to clean up any debris produced by your bike in common and storage areas. As stated above, we offer permitted vehicle parking in our lot for a monthly fee. If you do not have a parking pass, on-street parking is available on a first-come-first-served basis for you and your guests.

As in any commercial office space, Enterprise is not covered for the risks and liabilities associated with children, animals or bikes.

Events

Enterprise is a multi-purpose destination, and will host events during daytime, evening and weekend hours. Every attempt will be made to clearly mark private areas, and we will have staff patrol to ensure that event participants do not use any members-only space. However, be warned that smart and talented people may be showing up at any hour.

At Enterprise, we love to share the space, the cool people, and the activities of our community with everyone on the planet. With this agreement, you provide Enterprise absolute and irrevocable right and unrestricted permission to use, reuse, publish and republish any photographs or video taken of your beautiful face in whole or in part, individually or in conjunction with other photographs, printed material or video matter, in any and all media now or hereafter, and for any purpose whatsoever allowed by law for illustration, promotion, art, editorial, advertising and trade, or any other purpose whatsoever without restriction as to alteration.

Security

One of our most important goals is to provide a safe place for our members. But to achieve it, it's going to take everyone acknowledging and accepting responsibility for the security of the doors and spaces they access. Since you have 24/7 access, if you think you're the last person on the premises, you're expected to make sure the building is secure. Please don't hesitate to let an Enterprise staff member know if something doesn't seem right. Additionally, please be aware of the following.

a. While we do have surveillance cameras at entrances and in public access areas, we cannot guarantee a 100% secure environment. b. After normal hours of business operation, the community's property may be exclusively in your hands. Please treat this privilege as if each person's valuables were your own. If your 24/7 access is abused by unauthorized parties or otherwise used for unapproved extra-curricular activities, Enterprise may terminate your membership or revoke your 24/7 access privileges. c. Cards are not transferable and may not be lent out at any time to anyone for any reason. The lending of access cards will result in membership termination. If any of your cards are misplaced or stolen, please notify an Enterprise staff member immediately. A \$20 fee per card will be charged to your account, and Enterprise will issue you replacement cards. Additionally, any access cards not returned on or before the last day of your membership, for any reason, will incur a \$20 fee per card on your account within 5 days of your last day of membership. d. As stated above, if you have selected a Suite membership, please notify us of any changes to your Roster. We request that the names, start dates and email addresses of

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HOUSE RULES

new members are submitted to membership@Enterprise5280.com a minimum of 48 hours prior to their start to ensure we have the most accurate membership records possible.

Meeting Room Usage

Meeting rooms are areas designated for meeting purposes only and they are available anytime for member bookings. Each room must be booked in advance using our online booking tool. It is the meeting leader's responsibility to leave the room in good working condition—with whiteboards cleaned, chairs pushed in and garbage disposed of properly. Suite and Dedicated Desk memberships come with complimentary meeting room hours, and it is the Payor's responsibility to track these monthly. If you go over your allotted monthly hours, you will be automatically billed for those additional hours during the next billing cycle at a rate of \$25/hour. By accepting this Agreement, you accept any costs your meeting room usage may incur.

Holidays and Hours

Normal business hours are 8:00 am-5:00 pm Monday-Friday. During these hours, an Enterprise team member will be on site to make fresh coffee, solve any printer jams and serve as a general resource and source of energy and excitement. Enterprise is closed on most standard U.S. holidays. The holiday closures will be posted on digital signage around the space and in our member newsletter, so be sure to keep your eyes open for them. Below is our current list of holiday closures. However, to ensure Enterprise staff members have adequate time to enjoy their families, we reserve the right to amend this list. Remember, your membership includes 24/7 access, so you can feel free to enjoy the space, but know that on the following days, the coffee won't be waiting for you.

Days Enterprise is CLOSED (aka unstaffed)

New Year's Eve (half day)

New Years Day

Memorial Day

Independence Day (or the Friday before)

Labor Day

Thanksgiving Day

Christmas Eve (half day)

Christmas Day

Building Rules

The following rules and regulations have been formulated for the safety and wellbeing of all members of Enterprise. Strict adherence to these rules and regulations is necessary to guarantee that every member can enjoy a safe and undisturbed workspace. Enterprise reserves the right to amend these rules and regulations and to promulgate additional rules and regulations.

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HOUSE RULES

• If you have a Suite membership, please do not use any equipment, machinery or advertising medium that may be heard outside your Suite. • Please do not use any plumbing facilities for any purpose other than that for which they were constructed. • Please do not use any portion of the premises for lodging or any other unlawful purpose. • Please do not solicit business in the common or public areas. • Please do not distribute or display any handbills or other advertising matters or devices in common or public areas. • Please do not obstruct or encumber any sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls or any other part of the building. • Please do not permit any drapes, blinds, shades or screens to be attached to, hung on or used in connection with any window or door relating to the premises without the prior written consent of Enterprise. • Please do not permit any showcases, mats or other articles to be placed in front, in the proximity of or affixed to any part of the exterior of the premises. • Please do not permit or encourage any loitering on or about the premises. • Please do not permit or encourage any canvassing, soliciting, peddling or demonstrating on or about the premises. • Please do not install or permit the installation of any wiring for any purpose on the premises or exterior of the building. • Please do not mark, paint, drill into or deface any part of the shell or core of the building without written approval by Enterprise. Requests to do so may be submitted to membership@enterprise5280.com. Should you receive consent, you understand that it is your responsibility to return the space to the same condition in which it was received. This includes completing any necessary patching, repairs and professionally repainting. • Please do not bring in or keep any firearms on the premises or in the building. • Please do not affix floor coverings to any floor on the premises with adhesive of any kind without obtaining prior written consent from Enterprise.

If a dispute arises relating to the performance of the services covered under this Agreement and legal or other costs are incurred, it is agreed that the prevailing party shall be entitled to recovery of all reasonable costs incurred in the prosecution or defense of a claim. This includes staff time at current billing rates, court fees, attorney fees and other claim-related expenses.

Legal Responsibilities

At Enterprise, we take legal matters very seriously. Any violation of the law is grounds for termination of your membership and, if necessary, legal action. By signing this Agreement, you agree not to use Enterprise for any unlawful purpose; carry out plans that could damage, disable or impair any of the property of Enterprise; engage in activities that could impair other members from using Enterprise's space; or undertake actions that could pose harm or danger to other members. This includes attempting to gain access to any of Enterprise's computer systems or networks or attempting to obtain any materials or information not intentionally made available to all Enterprise members. Violators will have their membership terminated immediately without advance notice from Enterprise.

Copyright Infringement. Enterprise is committed to complying with U.S. copyright and related laws and requires all members and users of Enterprise to comply with these laws as well. Accordingly, we ask that you not store any material or content on, or disseminate any material or content in a manner that constitutes an infringement of third party intellectual property rights—invading rights granted by U.S. copyright law.

Owners of copyrighted works who believe their rights have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged

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HOUSE RULES

infringements. It is Enterprise's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the membership of any member who is found to have infringed upon a third party copyright or other intellectual rights—including repeat infringers—or who Enterprise, in its sole discretion, believes is infringing these rights.

In addition, with this Agreement, you agree not to use Enterprise in connection with: contests, pyramid schemes, chain letters, junk email, spamming or similar annoying behavior; defaming, abusing, harassing, threatening or otherwise violating the legal rights (such as privacy and publicity) of others; posting, distributing or disseminating inappropriate, profane, defamatory, obscene, indecent or unlawful material or information; uploading, reproducing, using, performing or otherwise making available, images, software, information or other material without license to do so; and uploading or using files that contain viruses, corrupted files, or any other similar software or programs that may damage Enterprise's or a member's computers or property.

Enterprise provides services "as is" and not as a lease of real property. Members have a nonexclusive license to utilize the Enterprise property in accordance with the terms of their membership agreements. No landlord-tenant relationship shall be created hereby. Enterprise disclaims all warranties and conditions, whether express, implied or statutory including, but not limited to, merchantability and fitness of the space for a particular purpose or use. The entire risk of participating in or using Enterprise services remains with you.

In no event shall Enterprise or its agents, owners, members or employees be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for lost profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty—including those of good faith or of reasonable care, negligence, and any other loss) arising out of Enterprise-related services.

By signing this Agreement, you agree to hold us harmless. You also release and agree to indemnify, defend and hold harmless Enterprise, its agents, owners, members and employees, from and against all claims, liabilities, losses, damages, expenses, judgments, fines and penalties based on or arising out of your negligent actions, errors and omissions; willful misconduct and fraud; breach or violation of the Enterprise Code of Conduct or otherwise suffered in connection with your participation in the Enterprise community.

This Agreement acknowledges that both parties agree that the law of the State of Colorado governs this Agreement, without regard to conflict of law principles. We all agree that exclusive jurisdiction and venue for all purposes under this Agreement shall be in Denver, Colorado and consent to such jurisdiction and venue. Furthermore, we all agree to waive any right to a jury trial in any dispute arising out of this Membership Agreement or your use of Enterprise. Enterprise may disclose any identifying information about you and your participation in the Enterprise community if requested by authorities in any investigation. If any provision or portion of this Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected and shall remain in full force and effect to the fullest extent permitted by law.

You acknowledge that you have read and understand the terms of this Agreement and know what is expected of you as a member. You agree to be bound by this Agreement and the Enterprise Code of Conduct regarding your participation in the community and use of the services within.

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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.