

# 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:

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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.

# 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.

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## HOUSE RULES

### **House Rules for 4-6 Person Private Office Space #9**

ECO-SYSTEM, INC.

#### COMMUNITY GUIDELINES

Unlike many shared workspaces, we are a community. These Community Guidelines are intended to help us all work together as well as to formulate needed rules.

The Services (including but not limited to access to office space or shared space, internet access, use of office equipment, conference rooms or knowledge resources, and other services as may be offered to you, the undersigned Eco-System member (“You”), from time to time by ECO-SYSTEM, INC. (“Eco-System”) are subject to these Community Guidelines. Eco-System reserves the right to update the Community Guidelines at any

#### 2. No Unlawful or Prohibited Use.

You will not use any Service for any purpose that is unlawful or prohibited by these Community Guidelines. You may not use any Service in any manner that could damage, disable, overburden, or impair any Eco-System server, or the network(s) connected to the Eco-System server, or interfere with the use of any Service by any other Eco-System member (“Member”). You may not attempt to gain unauthorized access to any accounts, computer systems or networks connected to any Eco-System server or to any Service, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available

#### 3. Restrictions on Use of Services.

You agree that when participating in or using the Services, You will not, and will not cause or permit any of your employees, contractors or other guests to:

- a. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, spimming or any duplicative or unsolicited message (commercial or otherwise, and except as permitted on official Eco-System

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## HOUSE RULES

email lists or other community sharing media);

b. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

c. Harvest or otherwise collect information about others, including email addresses, without their authorization or consent;

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d. Obstruct any entranceway or damage any Eco-System property, or use any urinal, wash basin, sink or other apparatus for any purposes other than that for which they were constructed;

e. Access or use the roof deck of the building housing Eco-System (the "Building") other than in compliance with the posted "Roof Deck Rules of Engagement." In particular, you will not access any portion of the Building's roof other than the roof deck, or play any physical game or sport on the roof deck

f. Cook at Eco-System (the use of a coffee maker or a microwave is, however, permitted), use the premises of Eco-System (the "Premises") for lodging for yourself or others, or use or keep at Eco-System, any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Eco-System;

g. Bore, drill or cut to install any wires without the consent of Eco-System, or install linoleum, tile, carpet or other floor covering except as approved by Eco-

h. Sell any items or services at retail in or from the Premises, or carry on the business of machine copying, stenography, typewriting or similar business there, without in each case the prior written consent of Eco-System, or conduct any auction nor permit any fire or bankruptcy sale to be held there, or store goods, wares or merchandise there;

i. Move freight into, within and out of Eco-System's Premises without the supervision of Eco-System or not in accordance with such regulations as may be

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## HOUSE RULES

promulgated by Eco-System. Eco-System shall have the power to limit the installation of safes or other objects which require additional support for the floor under them, and to condition any approval of such installation on your making improvements at your expense;

j. Bring any pets onto the Premises, unless You have a specific documented need for assistance and obtain the prior written approval of Eco-System. You will be solely responsible for any loss or damage caused by your pet to Eco-System or any Member. Eco-System reserves the right to collect a non-refundable pet deposit from pet owners;

k. Use cellular phones in a manner that will be disruptive to other Members (for example by using a speakerphone in a quiet area). The location of telephones and call boxes, if any, is determined by Eco-System, in its sole

l. Install, maintain or otherwise locate at Eco-System any computer server of any kind, virtual or physical.

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In addition, You will, and will cause your employees, contractors or other guests to, take reasonable steps to ensure the safety of other Members and their property, and immediately notify by phone Eco-System Staff of any suspected activity which may threaten Members, Member property, or any part of the Premises. Eco-System will ensure that Members have access to emergency contact phone numbers for Eco-System staff.

You must reserve a conference room in order to use it. You will be charged posted fees if You exceed agreed usage limitations for conference rooms. All monthly allotments of conference space usage included with memberships, as well as purchases of additional usage, are subject to availability of conference rooms. Unused time does not roll over or accrue from month to month, and a future month's hours may not be used in the current

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month. Please clean up after using a conference room, and return any re-arranged furniture to its original set-up. You may not re-sell or donate your conference room time to non-Members or outside groups. Conference rooms are for meetings with customers, teammates, and clients ONLY. If You want to hold an event in one of our conference rooms, please discuss with the friendly Eco-System staff its scheduling, guest policy, insurance requirements, and fees.

a. Wireless access to the Internet is provided during your membership.

Service interruptions, if they occur, will be handled as promptly as possible. Eco-System is not responsible for any data, business or other losses as a result of such interruptions. You are responsible to protect your own computer and data from electrical surges, theft, virus, or other malicious attack.

b. Unless otherwise set forth by Eco-System in writing, You are receiving a single user account solely for your use of the Services. You agree not to resell any aspect of any Service, whether for profit or otherwise, share your IP address or ISP Internet connection with anyone, or authorize any individual or entity who is not a Member to use the Service. You agree that sharing the Service with a non-Member third party may constitute fraud or theft, for which Eco-System reserves

c. You have no proprietary or ownership rights to a specific IP or other address, log-in name, or password that You use on our network. Eco-System may change your address, log-in name or password at any time. Eco-System will assign You an IP address each time You access the Service, and it will vary. You may not assign your log-in name, password or IP address to any other person.

d. You agree not to use the Service, any Eco-System or related network or website for any fraudulent, unlawful, harassing or abusive purpose, or so as to damage or cause risk to our business, reputation, employees, subscribers, facilities, or to any person. Improper uses include, but are not limited to:



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## HOUSE RULES

- (i) Attempting to intercept, collect or store data about Members or third parties without their knowledge or consent;
- (ii) Deleting, tampering with or revising any material posted by any Member or other person or entity;
- (iii) Accessing, tampering with or using non-public areas of the Service or any Eco-System or related website, computer systems or network;
- (iv) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
- (v) Attempting to access or search the Service or any Eco-System or related network or website with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by Eco-System or other generally available third party web browser;
- (vi) Using the Service or any Eco-System or related website or network to send altered, deceptive or false source-identifying information;
- (vii) Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service or any Eco-System or related website or network;
- (viii) Interfering or attempting to interfere with the access of any user, host or network, including without limitation, sending a "virus" to the Service or any Eco-System or related website or network, overloading, "flooding," "spamming," "crashing," or "mailbombing" the Service or any Eco-System or related website or network;
- (ix) Publishing, posting, uploading, distributing or disseminating any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Eco-System servers or bandwidth; or

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(x) uploading, or otherwise making available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary consent to do the same.

e. If Eco-System suspects violations of any of the above, Eco-System will investigate and may institute legal action, immediately deactivate Service to any account without prior notice to you, and cooperate with law enforcement authorities in bringing legal proceedings against violators. You agree to reasonably cooperate with Eco-System in investigating suspected violations, and to PAGE 10

accept Eco-System's determination of whether any particular use of the Service or of any Eco-System or related network or website is improper.

a. Access to the Premises is controlled by Eco-System through the use of a card key system. This system will verify any and all persons seeking access to the Building through the use of proper identification to determine if they have rights of access to the Premises. Nothing contained herein shall make Eco-System liable for any act or omission or failure of such system or of any card key.

b. A non-Member may only use any Service with Eco-System's advance consent in writing. You shall not allow any other person to use your card key without first obtaining Eco-System's written consent to such use and the signature of such person of these Community Guidelines. In any event, You are personally responsible for any loss or damage caused to Eco-System or any other Member by the use or misuse of any card key for which You are responsible.

c. You shall not change locks or install other locks on doors without the prior written consent of Eco-System. You shall not make, or cause to be made, copies of any card key, and shall order all card keys solely from Eco-System. You

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shall pay Eco-System for any additional card keys that it furnishes You.

d. Upon the termination of Services, You shall deliver to Eco-System all card keys which have been furnished to You. In the event of the loss of any card key, You shall pay Eco-System a reasonable fee to replace it.

You consent to Eco-System's disclosure of information about You (including photographs of You) and/or your participation in and use of the Services as Eco-System deems necessary or advisable for community development or maintenance purposes. If You elect to post information concerning yourself or your activity on the Eco-System website, lists or other databases, You consent to Eco-System's editing, refusal to post or removal of such information or materials, in whole or in part, in Eco-System's sole discretion.

8. Community Confidentiality: Mutual NDA.

a. The Eco-System community is more valuable to each Member as she or he feels more secure about communicating what she or he is working on to other

b. Accordingly, You acknowledge and agree that during your participation in the Eco-System community You may be exposed to Confidential Information of Eco-System or of other Members. "Confidential Information" shall mean all information, in whole or in part, that is nonpublic, confidential or proprietary in

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nature. Confidential Information includes, without limitation, information about business, sales, operations, knowhow, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of Eco-System or any Member, any analyses, compilations, studies or other documents prepared by Eco-System or any Member or otherwise derived in any manner from the Confidential Information and any information that You are obligated to keep confidential or

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know or have reason to know should be treated as confidential.

c. Your participation in the Eco-System community obligates You to:

i. Maintain all Confidential Information of Eco-System and each

Member in strict confidence;

ii. Not to disclose Confidential Information to any third parties,

including any Member other than a Member disclosing Confidential Information

iii. Not to use Confidential Information in any way directly or

indirectly detrimental to Eco-System or any Member.

d. All Confidential Information remains the sole and exclusive property of

Eco-System or the respective disclosing Member. You acknowledge and agree that

nothing in these Community Guidelines, or your participation or use of the

Services, will be construed as granting any rights to you, by license or otherwise,

in or to any Confidential Information or any patent, copyright or other intellectual

property or proprietary rights of Eco-System or any Member.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ECO-SYSTEM PROVIDES THE SERVICES “AS IS” AND WITH ALL FAULTS, AND HEREBY DISCLAIMS WITH RESPECT TO THE SERVICES ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF INFORMATION, RESULTS, WORKMANLIKE EFFORT, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF PARTICIPATION IN OR THE USE OF, THE SERVICES, REMAINS WITH YOU.

10. Exclusion of Consequential and Certain Other Damages.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO

EVENT SHALL ECO-SYSTEM OR ITS AFFILIATES AND THEIR PAST, PRESENT

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AND FUTURE OFFICERS, AGENTS, SHAREHOLDERS, MEMBERS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS, JOINTLY AND INDIVIDUALLY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR BUSINESS INTERRUPTION), WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR PARTICIPATION IN OR INABILITY TO PARTICIPATE IN OR USE OF THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF ECO-SYSTEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 11. Limitation of Liability and Remedies.

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATEVER, THE ENTIRE LIABILITY OF ECO-SYSTEM OR ITS AFFILIATES AND THEIR PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SHAREHOLDERS, MEMBERS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS HEREUNDER AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES OR LOSS INCURRED BY YOU BASED ON REASONABLE RELIANCE UP TO THE SUM OF THE LAST THREE CONSECUTIVE MONTHS OF MEMBERSHIP FEES PAID BY YOU PRIOR TO THE LOSS OR DAMAGES BEING INCURRED. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 7 AND 8 ABOVE) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

Without limiting the generality of the foregoing, you acknowledge that Eco-System has

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## HOUSE RULES

made available for Your convenience and, in Your sole discretion, for the convenience of Your employees, contractors or other guests hosted by You at the Premises, access to the Building's roof deck. Accordingly, this Section's limitations of Eco-System's liability, and the limitations of warranties and damages set forth in Sections 9 and 10 of these Community Guidelines, apply to any loss or damage that You might incur for any reason as a consequence of Your access (or the access of Your employees, contractors or other guests) to and use of the Building's roof deck, whether or not such access or use violated Section 3(e) of these Community Guidelines or the posted "Roof Deck Rules of 12. Termination; Cancellation of Memberships.

As it improves the Eco-System community, Eco-System reserves the right to modify or terminate any Service at any time. Eco-System further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if You fail to comply with these Community Guidelines. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NEITHER THE SERVICES PROVIDED BY ECO-SYSTEM NOR THESE GUIDELINES SHALL IN ANY MANNER CONSTITUTE A

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LANDLORD/TENANT RELATIONSHIP, AND ECO-SYSTEM MAY IMMEDIATELY TERMINATE THE SERVICES FOR ANY REASON AT ANY TIME. Upon termination, You agree to immediately remove any and all of your personal property from In addition to the foregoing, You may only cancel a Membership involving your use of an office or a workstation on thirty (30) days advance written notice to Eco-System. In the event that You pre-pay a discounted amount for any extended Membership in excess of one month, You will be eligible for a partial refund of that pre-paid amount if You choose to cancel your membership prior to the end of the term for which You have pre-paid. Eco-System will provide a refund, calculated on the basis of the amount that You would have paid if You had paid on a month-by-month basis. Without limiting the foregoing, and by way of example, if You had pre-paid for twelve (12) months of

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membership fees, then cancelled your membership after three months, Eco-System will deduct three months of the un-discounted monthly rate from the total amount that You prepaid, and refund You the difference.

You release, and hereby agree to indemnify, defend and save harmless Eco-System and Eco-System's affiliates and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorney's fees), judgments, fines and penalties based upon or arising out of your negligent actions, errors or omissions, willful misconduct and/or fraud in connection with the participation in the Eco-System community or use of the Services. You further agree in that You shall be liable for any attorneys' fees and costs incurred by Eco-System or its respective officers and agents in connection with the defense of any such claim or lawsuit.

Members are not required to insure their property at Eco-System, but Eco-System's own insurance may not cover your property. Eco-System recommends that You insure your own equipment and personal property at Eco-System.

a. Entire Agreement. These Community Guidelines constitute the entire agreement between the parties pertaining to the subject matter contained therein, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties pertaining to such subject matter.

b. Severability. In the event that any provision or portion of these Community Guidelines is determined to be invalid, illegal or unenforceable for

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any reason, in whole or in part, the remaining provisions hereof shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

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c. Waivers. No waiver shall be binding on Eco-System unless executed in writing by an authorized representative of Eco-System.

d. Successors and Assigns. These Community Guidelines shall be binding on your heirs, legal representative, successors and assigns.

e. No Assignment. In no event may You assign in whole or in part your membership or use of the Services, without the advance written consent of Eco-

f. Notice. All notices, requests, demands or other communications for which these Community Guidelines provides shall be in writing and shall be addressed at the following addresses:

540 Howard Street

San Francisco, CA 94105

Attn: \_\_\_\_\_, \_\_\_\_\_

OR by email to: \_\_\_\_\_@Eco-System.com

At the address set forth on page 1 of your Membership Agreement OR by email to the most recent email address that You furnished to Eco-System for inclusion in its records,

or such other address as any party may designate in writing. All notices under these Community Norms shall be effective: (a) forty-eight (48) hours after deposit in the U.S. Mail, postage prepaid, registered or certified mail, return receipt requested; or (b) Upon delivery, if transmitted by email.

g. Governing Law. The rights and obligations of hereunder shall be governed by, and these Community Guidelines shall be construed and enforced in accordance with, the laws of the State of California. Venue for the resolution of any dispute arising out of these Community Guidelines shall be in San Francisco

I hereby acknowledge that I have read and understood all of the terms and conditions contained in these Community Guidelines, and agree to be bound by the Community Guidelines regarding my participation in and use of the Services.



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SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

(PRINT) NAME: \_\_\_\_\_

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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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## 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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## License Terms

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

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



### CANCELLATION

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

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

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

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

#### **Flexible Cancellation Terms**

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

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

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



### DEPOSIT

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

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## License Terms

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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## License Terms

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



### SUBLICENSING

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



### NO LEASE

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

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



### NO BROKER

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



### SUBORDINATION

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

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## License Terms

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



### HOLDING OVER

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



### MISCELLANEOUS

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