

# LICENSE for HOURLY USE

This License (this “**Agreement**”) is made as of the Agreement Time between LifeSpace Labs (“Host”) and the Guest for use of the Space located in the Building.

The Host and Guest agree as follows:

1. **License.** Subject to the terms and conditions of this Agreement, the Host grants the 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.
2. **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”) in Exhibit A. The House Rules may be revised and amended by the Host without the prior consent of, or notice to, the Guest.
3. **Payment.** The Guest agrees to pay the Fees, Charges, Deposits, and Taxes for use of the Space to the Host.
4. **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.
5. **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 the Guest's use of the Space.

## Definitions

“Agreement Time” shall mean the date and time the reservation is booked through the Service;

“Host” shall mean LifeSpace Labs as of the Agreement Time;

“Guest” shall mean the Guest and the Guest’s email and address shall have the values set by the Guest in the reservation as of the Agreement Time;

“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 Time;

“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 Time;

“Term” shall be the term of the reservation specified by the Guest and authorized by the Host;

“Fees” shall be the Fees set by the Host for the Space including the “Hourly Charge” as set by the Host in the Profile for the Space as of the Agreement Time;

“Charges” shall be the Service Charge set by LifeSpace Labs to provide the Service.

“Taxes” shall be the taxes set by the Host and collected by Host.

“Marketplace Service” shall mean the LiquidSpace service.

# 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 provided by the Host.

## 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 beginning of the Term, you 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, the House Rules, or any other reasonable regulations or rules adopted by Host during the Term, or (b) for any immoral, unlawful, or objectionable purposes. Further, you shall not use or permit the usage of any illegal drug or substance 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, 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. 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.

## 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 end of the Term, 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's 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's Personal Property, or the Building.

## **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 the 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, the 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 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 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 toward 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 the Guest or any of the Guest's staff engage in any behavior that the Host deems is contrary to such policies.

## **Damages and Insurance**

You are responsible for any damage you cause to the Space or any Host Personal Property beyond normal wear and tear. You are responsible for arranging insurance for your personal property against all risks and for your liability to and for your employees and third parties and for maintaining any specific insurance set forth in the House Rules. 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 third parties. 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, Host's lessor, its directors, officers, and employees for any damage, loss, theft, or misappropriation of your property under your control and any liability to and for your employees and third parties, 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 from and against any damage and injury to any such person or to such property, 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**

If there are Fees for the use of the Space during the Term, you shall pay the Fees, Charges, and Taxes to the Host. The Fees, Charges, and Taxes are due 24 hours before the start of the Term.

If payment is not received within 24 hours of the start of the Term, the Host may, at the Host's discretion, terminate this Agreement without cost or penalty to the Host.

## **Cancellation**

All Fees, Charges, and Taxes paid by Guests are non-refundable, except as expressly stated in this Agreement. You may cancel this Agreement within one hour of the Agreement Time or before the Cancellation Terms and receive a full refund of the Fees, Charges, and Taxes already paid. If you choose to cancel within the Cancellation Terms or more than one hour of the Agreement Time or after the start of the Term, no Fees, Charges, and Taxes will be refunded. The Host may cancel this Agreement 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.

### **Cancellation Policy**

Hosts may set their Cancellation Policy for each workspace per the following options:

- **Flexible 24-Hour Cancellation** - You may cancel this Agreement within one hour of the Agreement Time or before 24 hours of the start of the Term and receive a full refund of the Fees and Taxes already paid.

## **Default**

You shall be considered in default of this License if you fail to comply with any term of this Agreement. 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, Charges, and Taxes, all Fees, Charges, 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.

## **Indemnity**

You agree to indemnify, defend, and hold the Host, Host lessor, 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 a privity of estate or of contract between you and Host's landlord, if applicable.

## **Disclaimer**

EXCEPT AS PROVIDED HEREIN AND IN ANY HOUSE RULES, THE HOST IS PROVIDING ITS SPACE TO THE GUEST "AS IS," AND THE 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 THE HOST OR ITS DIRECTORS, HOST LESSOR, EMPLOYEES, AGENTS, AFFILIATES, OR SUPPLIERS BE LIABLE TO THE GUEST OR ANY PARTY CLAIMING THROUGH THE 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, THE HOST'S LIABILITY TO THE GUEST OR ANY PARTY CLAIMING THROUGH THE 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 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.

## **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 the Guest through this Agreement. The Host retains legal possession and control of the Space assigned to the Guest. The Host's obligation to provide space and services to the 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 the 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**

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 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.

## **Jurisdiction**

This Agreement shall be interpreted and enforced in accordance with the laws of the state or commonwealth in which the Building is located.