

## CAPESPACE TERMS AND CONDITIONS

CapeSpace LLC shall be referred to herein as  
"Licensor" or "CapeSpace"

**Licensor may refuse to accept any applicant to use CapeSpace Accommodations and Services for any reason or no reason.**

### VIRTUAL MAIL AND PHONE MEMBERS

**CMRA Regulations.** Licensor is a registered Commercial Mail Receiving Agency ("CMRA"). All Virtual Mail and Phone Members and all other Members determined by Licensor to be subject to CMRA regulations (each, a "CMRA Member") are required to complete and sign Post Office CMRA Form 1583. Your signature(s) must be witnessed by a Licensor employee or a notary public. You must submit two (2) forms of identification acceptable to Licensor. One form of identification must contain a photograph. Acceptable forms of identification include: (1) valid driver's license or state non-driver's identification card; (2) passport, alien registration card, or certificate of naturalization; (3) armed forces, government, university, or recognized corporate identification card that can be demonstrated to be current and (4) vehicle registration card. If the information on the application does not match the identification, you must substantiate to Licensor that you reside or conduct business at the address shown. Licensor may deny any application for which it cannot verify the information contained in the application. A corporate applicant must list its officers and all firms must list the names of the individuals who will receive mail. When any information required on Form 1583 changes, you must file a revised application (write "revised" on the form) with Licensor. You may not alter the terms of Form 1583. You acknowledge that Licensor must provide the original of completed Forms 1583 (including revised forms) to the Postmaster of the Hyannis, Massachusetts Post Office. You agree to abide by all CMRA rules and regulations. Upon termination of your CMRA Membership with Licensor: (1) you may not file a change-of-address order with the Post Office, (2) all mail received by Licensor following termination shall be marked "Return to Sender" and (3) no further mail or deliveries will be accepted by Licensor.

**Address Format.** All Virtual Mail must be addressed in the following manner or it will not be delivered:

YOUR NAME  
100 Independence Drive  
7-#\_\_\_\_ (YOUR ASSIGNED PRIVATE MAILBOX NUMBER,  
e.g. 7-#112)  
Hyannis, MA 02601

**Licensor will not (1) accept any applicants who reside outside of the United States or (2) forward any mail or packages that are addressed to locations outside of the United States or that are addressed to post office boxes or another business center, co-working facility, or any type of shared workspace facility or virtual address. All such mail or packages received shall be marked "Return to Sender". After 30 days from notification by CapeSpace that Member has mail, if Member has not provided instructions for disposition of mail, mail will be**

**forwarded to Member and Member will be charged the then-prevailing forwarding rate.**

### ACCOMMODATIONS

**Accommodations Provided.** Pursuant to separate documentation, Licensor has granted to Member or "you" a revocable, non-transferrable license (the "License Agreement") to use the furnished suites and/or offices and workstations specified in the License Agreement (individually, an "Area" and collectively, the "Areas") and to access the common areas of the CapeSpace location(s) identified on the License Agreement (the "Space"). Licensor reserves the right to reduce or increase the size, number or configuration of any of the Areas from time to time; provided that if the number of Areas is decreased, the license fees set forth in the License Agreement (the "License Fees") shall be appropriately reduced. Licensor will attempt to (but is not obligated to) provide you with prior written notice with respect to such changes to the Areas.

In connection with your use of the Areas, Licensor will use good faith efforts to provide the following amenities during the Space's normal business hours: (i) heating and air conditioning; (ii) lighting and electricity for normal business use; (iii) cleaning and janitorial; and (iv) access to the common areas generally made available to other licensees, including, without limitation, kitchens, sanitary facilities, photocopying areas and lounge areas (provided that use of the equipment therein may be subject to additional charges).

Notwithstanding anything to the contrary contained in this Agreement, Licensor reserves the right to add, delete or modify any or all of the foregoing amenities at any time, or to charge you for the same at any time (provided that such charges are generally applicable to other licensees).

In the event a company licenses an Area from Licensor, you must list each company employee who will be using the Area and Space. No one who is not a listed company employee shall be permitted to use the Areas or the Space.

**Purpose and Intent.** Notwithstanding anything to the contrary, Licensor and you acknowledge, confirm and agree that: (i) the License Agreement is and shall at all times be a license; (ii) the relationship between Licensor and you created hereunder is that of licensor-licensee, and not of landlord-tenant or lessor-lessee; and (iii) the License Agreement does not create and shall not be deemed to create a tenancy interest, leasehold estate or other real property interest in favor of you with respect to the Areas or the Space.

### DAY MEMBERS

**Conference and Day Member Terms and Conditions.** Licensor permits its Members to license offices, meeting rooms and conference services (the "Office Facilities") by the day and the hour from CapeSpace LLC ("Day Members") without executing a License Agreement. Use of any of the Office Facilities is subject to: (1) availability of the Office Facilities; (2) payment of all fees and charges incurred in reserving and/or using the Office Facilities prior to use by the credit card that you have authorized Licensor to charge for the use of the Office Facilities; and (3) compliance with (a) these Terms and Conditions and (b)

the Rules and Regulations (as hereinafter defined). Cancellation fees may apply as indicated on the CapeSpace website booking page. Any costs incurred by third party suppliers (e.g., caterers or equipment suppliers) as a result of cancellation shall be paid by you. Your notice to change or cancel an existing reservation must be made as instructed on [www.capespace.com](http://www.capespace.com) (the "CapesSpace website") or sent by email to [info@capespace.com](mailto:info@capespace.com). Unless otherwise agreed in writing by Licensor, Day Members' right to invite guests is limited to the number of seats in the licensed space.

## USING THE SPACE

**Conditions.** You have examined the accommodations including the supplied furniture, if any, and acknowledges that they are in reasonable condition and that no representations with respect to the condition thereof have been made. If the accommodations cannot be occupied by reason of fire or other casualty not caused by you, then this License Agreement shall terminate and Licensor shall return that portion of the Deposit and any unearned License Fees and monthly service fees set forth in the License Agreement or the CapeSpace website (the "Monthly Service Fees") due to you and Licensor shall have no further liability or obligation for Licensor's failure to provide the accommodations in accordance with the License Agreement.

**Nature of Member's Business.** You may only use the Space (including, without limitation, the Areas) for the purposes stated in the License Agreement. Use of the Space for a "retail" use or other use involving frequent visits by members of the public is not permitted. You are restricted to three (3) guests per day unless for a conference room meeting. You must not carry on a business that competes with Licensor's business of providing serviced accommodations. CapeSpace does not accept the following businesses as clients for any services: law practices that provide any form of service other than corporate or business law; firearms dealers; dealers in precious gems, metals, or other highly valuable merchandise; any business with high (more than three per day) guest traffic. CapeSpace may waive this restriction on a case by case basis in its sole discretion, and may amend this policy at any time, including after a client has executed a License Agreement. You may not use the name "CapeSpace" or the CapeSpace logo in any way in connection with your business without the prior written consent of Licensor.

**Member's Name and Address.** You may only transact business from the Space in your own name or another name that Licensor consents in writing to allow. You shall not put up any signs on the doors to the Areas or in any other location that is visible from outside the Areas. You may use the Space's address as its business address during the term hereof; provided, however, that you may not use pictures or illustrations of the Space in advertising or other publicity without the prior written consent of Licensor. You represent that all information provided by you is accurate as of the Effective Date.

**Taking Care of Licensor's Property.** You must take good care of the Space, including any furnishings, fixtures and equipment that you are permitted to use. You may not alter any part of the Space or Licensor's equipment, fixtures or furnishings. You shall be liable for any damage caused by you or your employees, agents, customers,

vendors, permittees or invitees, and all costs to repair such damage shall be paid by you. All costs for cleaning and repair of the Areas (including repair of damage caused by wall hangings) after you vacate the Areas shall be deducted from the Deposit and any remaining deficit shall be payable by you within fifteen (15) days after delivery of an invoice therefor.

**Furniture and Equipment.** You shall not hang any pictures (or nail anything else to the walls) or install any furniture, office equipment, satellite or microwave antennas or dishes, cabling, technology or telecommunication lines or connections, computer networking equipment (including wired or wireless routers), space heaters, coffee machines, water coolers or refrigerators without Licensor's prior written consent, which Licensor may refuse in its sole and absolute discretion.

**Entry Cards/Keys.** Any entry cards or keys that Licensor allows you to use shall remain Licensor's property at all times. You may not make copies of such cards/keys or allow anyone else to use such cards without Licensor's consent. You shall be responsible for the cost of replacing any lost or defective entry cards/keys and for the cost of changing or reprogramming any locks as a result thereof. Any loss of an entry card/key must be reported to Licensor immediately. If you are a private office Member, you will be issued the same number of card keys, office keys and mailbox keys as the number of desks in your licensed Area. The signatory listed on the License Agreement shall be responsible for the return of all such keys upon the termination of your Membership.

**Use Restrictions.** You may use CapeSpace and its services only for lawful purposes and in a lawful manner. You agree that when present at CapeSpace or when using any CapeSpace services you will not: (i) use CapeSpace or its services in connection with contests, pyramid schemes, chain letters, junk email, spamming or sending of any duplicative or unsolicited message (commercial or otherwise); (ii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (iii) publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful information; (iv) upload or otherwise make 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, unless you own or control the rights thereto or have received all necessary consent to do same; (v) use any material or information, including images or photographs, which are made available through CapeSpace services in any manner that infringes upon any copyright, trademark, patent, trade secret, or other proprietary right of any party; (vi) upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another; (vii) download any files that you know, or should reasonably know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner; (viii) restrict or inhibit any other user from using and enjoying CapeSpace or its services; (ix) harvest or otherwise collect information about others, including email addresses, without authorization or consent of the disclosing party; or (x) create a false identity for the purpose of misleading others.

**Compliance with Law.** You must comply with all relevant laws and regulations in the conduct of your business and may not do anything illegal in the conduct of its business or otherwise at the Space. You may not do anything that may (i) interfere with the use of the Space by Licensor or others permitted to use the Space, (ii) cause any nuisance or annoyance, (iii) increase the insurance premiums of Licensor or the owner of the building in which the Space is located ("Building Owner") or (iv) cause loss or damage to Licensor or Building Owner.

**Compliance with Space Rules and Regulations.** You must comply with all Space rules, policies and procedures that Licensor imposes generally on users of the Space (the "Rules and Regulations"), as posted on the CapeSpace website and amended by Licensor from time to time in its sole discretion. You hereby acknowledge that you have received a copy of the Rules and Regulations in effect as of the date hereof and agrees to comply with such Rules and Regulations in all respects.

**Insurance.** If you have employees, you shall obtain and maintain workers' compensation insurance in the minimum amounts required under applicable state law. It is strongly recommended, but not required, that you obtain and maintain the following insurance policies during the term of the License Agreement: (i) property insurance for your personal property located at the Space and (ii) commercial general liability insurance with a limit of at least \$1,000,000.

**Access to the Areas.** Licensor shall have the right to enter the Areas at any time and without prior notice, for any reason, including, without limitation, during the sixty (60) days preceding expiration of the License Agreement term for the purpose of showing the Areas to prospective licensees; provided that Licensor will use its reasonable efforts to protect the confidentiality of your business operations.

**Security.** Licensor makes no representation or warranty to you with respect to security services or systems at the Space. You shall be fully responsible for the safety and security of its employees, agents, invitees, guests and personal property while on the Space.

**Release.** You hereby waive, release and hold harmless Licensor, the Building Owner and the property manager, The Realty Advisory, Inc. and their respective officers, employees and agents from any and all liability related to personal injury, property damage or loss of any kind sustained by you or its employees, agents, invitees or guests at the Space.

## SERVICES

**General.** Licensor will use commercially reasonable efforts to provide you with access to and use of the hardware, software, consulting and other services set forth in the License Agreement (the "Services"). Any or all of the Services may be provided by Licensor, an affiliate of Licensor or a third party service provider designated by Licensor. Licensor and its officers, employees and agents shall have no liability for any loss, cost, damage or expense to you or your personal property arising out of the provision of the Services, including, without limitation, damage to your computers and related equipment.

**Monthly Services.** Certain Services ("Monthly Services"), are available to you for an applicable setup fee and Monthly Services Fees as reflected on the License Agreement, as supplemented and amended on the CapeSpace website that are applicable to such Monthly Services at the time they are provided. Such Monthly Services may be amended from time to time by Licensor in its sole discretion, upon notice to you.

**Incremental Services.** Licensor will make available certain services on a fee-for-use basis ("Incremental Services"). Incremental Services are only available during normal business hours, Monday through Friday, federal holidays excluded. Licensor may add, delete or change Incremental Services from time to time in its sole discretion, upon notice to you.

**Member Business.** The Services are provided solely for your use in conducting your business and may not be used for any other purpose without the prior written approval of Licensor. The Services may not be resold, leased, sublicensed or distributed without the prior written approval of Licensor.

**Cooperation.** You will provide Licensor with all support and cooperation that is reasonably requested from time to time in connection with provision of the Services. Such cooperation will include, but not be limited to, monitoring use of and access to the Services, and investigating and taking action with respect to suspected or known violations of the Rules and Regulations. You agree to be responsible for payment of all fees for any Services ordered or otherwise initiated by your employees, independent contractors or agents.

## LIMITATION OF LIABILITY

**Consequential Loss.** IN NO EVENT WILL LICENSOR OR ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. If for any reason any Areas or Services described in this Agreement are unavailable or otherwise cannot be provided, Licensor shall not be liable to you for any losses or damages of yours whatsoever and Licensor shall not be entitled to an abatement of License Fees or Monthly Service Fees. To the maximum extent permitted by law, Licensor will have no liability whatsoever for any consequential loss as a result of any act or failure to act by Licensor or its officers, employees and agents. Licensor's aggregate liability, and your exclusive remedy, for any damages from any cause whatsoever, regardless of form or action, whether in contract, tort or otherwise, will in no event exceed the fees paid by you to Licensor during the 12-month period prior to the date on which the cause of action accrued.

**Force Majeure.** Licensor is not responsible for any loss, liability or damage as a result of delays, errors, failures to perform, interruptions or disruptions in the License Agreement or the Services resulting from an act, omission or condition beyond Licensor's reasonable control, whether or not foreseeable or identified (a "Force Majeure Event"), including, without limitation acts of God, strikes, lockouts, riots, acts of war, governmental regulations, fire, power failure, earthquakes, severe weather, floods or other natural disaster or yours or any third party's hardware, software or communications equipment or facilities. Licensor may, in its sole discretion, suspend the

License and provision of the Services for reasons of a Force Majeure Event.

## FEEES AND PAYMENT

**General.** You agree to pay when due the monthly fees for the License Agreement and the Monthly Services as set forth in the License Agreement and the CapeSpace website, as well as fees for any Incremental Services used by you. License Fees and Monthly Service Fees, as reflected on the License Agreement, must be paid before the first day of the month during which the applicable Areas and Monthly Services are to be provided. Fees for Incremental Services must be paid by the first day of the month immediately following delivery of an invoice for such services. Unless you make other arrangements with Licensor, Licensor shall charge all fees incurred by you under the License Agreement to your credit or debit card on file with Licensor (pursuant to the attached Authorization Form). For avoidance of doubt, all monthly fees for the License Agreement shall be charged in advance and all invoiced amounts for Monthly Services shall be charged in arrears.

**Set-up Fees.** The set-up fees for Monthly Services, as listed on the License Agreement, are due on the Effective Date and must be paid by credit or debit card.

**Service Fees.** Licensor will invoice you monthly in advance for all Monthly Service fees. The amount of fees due for Incremental Services will be determined based on your use. Licensor may change such fees at any time, such change being effective upon notice given not later than fifteen (15) days prior to the first day of the calendar month for which the change applies.

**Deposit.** The security deposit specified in the License Agreement (the "Deposit") (if any) will be held by Licensor, without accruing interest, as security for performance of your obligations under this Agreement. The balance of the Deposit, after deducting outstanding fees and other costs due to Licensor hereunder, including costs for cleaning and repair of the Areas, will be returned to you within seventy-five (75) days after the termination of this Agreement, including, without limitation, in the event that the License Agreement is terminated by Licensor without cause. Licensor may require that you pay an additional Deposit if outstanding fees exceed the Deposit held or if you fail to timely pay any amounts due hereunder.

**Payment.** Payment of all invoiced amounts must be made before the first day of the month following delivery of the invoice. All payments will be made in U.S. dollars to Licensor at the address stated in the invoice and must be paid by credit or debit card, including the Deposit, setup fees and first month fees, pursuant to the Authorization Form that you have executed. In no circumstances will payment by personal or company check be accepted. You agree to promptly pay (or reimburse Licensor, if applicable, for) (i) all sales, use, excise and any other taxes and fees that you are required to pay to any governmental authority (and, at Licensor's request, will provide to Licensor evidence of payment) and (ii) any taxes paid by Licensor to a governmental authority that are attributable to the License Agreement or the Services, including, without limitation, any gross receipts, occupancy taxes or tangible personal property taxes. In the event that you have elected a Package Option (as set forth on the CapeSpace website) for a set number of hours per month

and your usage exceeds such set number of hours, you agree that Licensor may charge you for such additional hours at the then prevailing hourly rate.

**Late Payment.** Any amounts not paid when due shall, in addition to any other remedies, be subject to a late fee which shall be assessed each month until all outstanding amounts are paid in full, and the amount of which shall be the then-prevailing rate as set by CapeSpace. In addition, you shall be charged a fee for nonsufficient funds or for any returned check, the amount of which shall be the then-prevailing rate as set by CapeSpace. Returned checks will not be considered timely payments for calculation of late fees. You shall also be liable for any costs incurred by Licensor in collecting amounts due hereunder, including, without limitation, attorney and collection agency fees. Such fees shall be added to any amounts due from you.

**Taxes.** The fees may or may not include taxes, duties, tariffs or other governmental charges or expenses imposed in connection with this Agreement. You agree to pay, indemnify and hold Licensor harmless against all sales, use, excise, value-added or similar taxes, fees or duties (including any penalties, interest and other costs associated therewith) that are assessed against Licensor as a result of your activities or payments hereunder and that are not related to Licensor's personal property ownership or net income.

**Suspension of Service.** Licensor may suspend the License Agreement (and deny you access to the Areas) and the Services while there are any outstanding fees or if you are otherwise in breach of this Agreement. In such event, Licensor shall not be liable for any claim of business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of such actions.

**No Credit.** Notwithstanding anything to the contrary in the Agreement, Licensor is not under any circumstances obligated to extend credit to you. You agree that Licensor may at any time require cash payment by you in advance of providing any Areas or Services.

**GUARANTEE. THE INDIVIDUAL WHO EXECUTES THE LICENSE ON BEHALF OF THE MEMBER PERSONALLY AGREES TO GUARANTEE ANY AND ALL DEBTS INCURRED BY YOU UNDER THE TERMS OF THE LICENSE AGREEMENT.**

## TERM AND TERMINATION

**Term.** The term of the License Agreement shall commence on the Effective Date and terminate upon the earlier of: (i) delivery of notice of termination by Licensor to you; (ii) the date identified on the License Agreement as the "Expiration of Initial Term" unless renewed as hereinafter provided; (iii) any failure, breach or default of you under this Agreement; (iv) the making of a general assignment by you for the benefit of creditors, the filing of a voluntary petition by you or the filing of an involuntary petition by any of your creditors seeking the protection of any state or federal bankruptcy or insolvency laws; or (v) the appointment of a receiver or custodian of your assets. If you terminate the License Agreement in accordance with the foregoing sentence, you (other than Day Members) shall be obligated to pay the fees for the License Agreement and the Services until the last day of the calendar month following thirty (30) days from when

written notice is given (regardless of the date you vacate the Areas).

Upon any termination of the License Agreement, you shall vacate the Areas and the Space immediately, leaving them in the same condition as they were in when you moved in, reasonable wear and tear excepted. You shall be responsible for any fees associated with restoration of the Areas to their original move-in condition. If you leave any of your personal property in the Space after the License Agreement has been terminated, Licensor may dispose of it in any way Licensor chooses, without liability to you for such property or any proceeds of sale thereof. You shall indemnify Licensor for any loss, claim or liability incurred as a result of your failure to timely vacate the Space.

Licensor may terminate or suspend access to the Services or the CapeSpace website with or without cause at any time and effective immediately. Reasons for termination or suspension include, but are not limited to, any violation or these Terms and Conditions, the Rules and Regulations or failure to pay for the Services, including any additional Services.

Licensor shall not be liable to you or any third party for termination of any Service or the CapeSpace website. Should you object to any provision of these Terms and Conditions or any modifications thereto, or become dissatisfied with the Services or the CapeSpace website in any way, your only recourse is to immediately: (1) terminate your use of the Services and the website and (2) notify Licensor of termination. Upon termination, any amounts you owe to Licensor shall become due immediately and your right to access to the Services and the CapeSpace website shall cease. You (other than Day Members) shall be obligated to pay the fees for the License Agreement and Services until the last day of the calendar month following thirty (30) days from when written notice is given (regardless of the date you vacate the Areas).

**Renewal Terms.** Provided that you are not then in default of your obligations hereunder, the License granted hereunder shall automatically renew for successive periods equal to one calendar month at Licensor's then prevailing rates. Following the initial Term or any renewal Term of this Agreement, you may terminate this Agreement with or without cause by giving the Licensor written notice of termination not less than ten (30) days prior to the end of the Term. In the event that you give Licensor written notice of termination less than ten (30) days prior to the end of the Term, the Term shall automatically renew for a period equal to thirty (30) days following the end of the Term and for thirty (30) day periods thereafter unless you give Licensor the proper ten (30) day notification of termination as provided above.

**If the Space is Not Available.** In the unlikely event that Licensor is permanently unable to provide the Areas or the Services (or reasonable substitutes thereto) at the Space and so notifies you in writing, then this Agreement shall terminate and you will only have to pay fees for the Areas and the Services up to the date of such termination. You acknowledge that temporary construction noise from adjoining premises shall not be deemed to make the Areas unavailable.

**Termination by Licensor.** Licensor may immediately terminate the License Agreement and suspend any or all Services (i) if you are in default under this Agreement or

(ii) for any reason or no reason at all, upon delivery of written notice to you, and Licensor shall not be liable for any claim of business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising from such termination.

**Default.** You will be deemed in default under this Agreement upon the occurrence of any of the following: (i) you fail to pay any amount when due and such failure continues for a period of ten (10) days after the due date; (ii) you violate any provision of this Agreement, including without limitation, these Terms and Conditions and the Rules and Regulations; (iii) the conduct of you, your agents, employees, invitees or persons permitted by you into the Space or the Areas is inconsistent or incompatible with general business use; or (iv) any petition or proceeding is filed by or against you under any federal or state bankruptcy or insolvency code or similar law and, if such petition is involuntary, it is not dismissed within sixty (60) days after filing thereof, or you sell or dispose of all or substantially all of your assets (and Licensor does not consent to the same) or ceases doing business.

**Termination Procedure.** Licensor will follow its standard mail and telephone forwarding policy and charge you any fees associated with such Services upon termination of this Agreement unless otherwise notified by you.

**Cumulative Remedy.** The parties hereto shall not be relieved of any obligation accruing under this Agreement prior to its termination. No right or remedy is exclusive of any other provided herein or permitted by law or equity; all such rights and remedies shall be cumulative and may be enforced concurrently or individually.

**Survival.** Your obligations respecting payment of fees, and the provisions of this Agreement which by their context are intended to survive, shall survive any expiration or termination of this Agreement, including, without limitation, the following provisions hereof: "DISCLAIMER OF WARRANTIES", "LIMITATION OF LIABILITY", "LIMITED REMEDY", "INDEMNIFICATION", "TERM AND TERMINATION", "NOTICES" and "MISCELLANEOUS."

#### DISCLAIMER OF WARRANTIES

THE AREAS AND THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND LICENSOR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW. Licensor and its affiliates, lessors, licensors and suppliers make no warranties regarding the quality, reliability, timeliness or security of the Areas and the Services, or that any Service will be uninterrupted or operate error free.

#### INDEMNIFICATION

You will defend, indemnify and hold Licensor, the Additional Insureds and their respective officers, directors, employees and agents harmless from and against any loss, cost, expense, claim, injury or damage (including, without limitation, reasonable attorneys' fees and expenses) that arises out of or is alleged to arise out of (i) an act or omission of you or your employees, agents, invitees or guests, or (ii) a default or breach by you under the terms of this Agreement.

## NOTICES

All notices must be in writing and will be deemed given when delivered personally, by facsimile (with confirmation of receipt) or by overnight courier (charges prepaid), or five (5) days after deposit in U.S. mail. Licensor may provide notice of amendments to this Agreement (collectively with the agreements, exhibits and schedules) by e-mail to your address as set forth in the License Agreement. Licensor may provide notice of changes to fees by e-mail or publication of the revised fee on a web site designated by Licensor by notice given in accordance with this paragraph. All other notices addressed to the parties will be sent to the addresses appearing on the License Agreement, but each party may change such address by written notice in accordance with this paragraph.

## MISCELLANEOUS

**Virtual Office.** If no Areas are licensed to you pursuant to this Agreement, the provisions of the paragraphs hereof entitled "ACCOMMODATIONS" and "USING THE SPACE" shall not be applicable.

**CapeSpace Additional Benefits.** In the event that your employees receive membership cards for a CapeSpace benefits program arranged by Licensor, you shall be responsible for returning such cards upon the expiration of the License Agreement term. You will be charged a fee determined by Licensor for each membership card that is not promptly returned upon the expiration of the License Agreement term, which fee may be deducted from the Deposit by Licensor. Licensor retains the right to offer, withdraw or terminate any CapeSpace benefits program at any time, in Licensor's sole discretion, without any penalty, cost, charge or expense.

**Confidentiality.** You acknowledge and agree that during your membership in CapeSpace and use of CapeSpace services that you may be exposed to Confidential Information.

The term "Confidential information" shall mean all information, in whole or in part, that is disclosed by CapeSpace or any member or user of CapeSpace services, or any employee, affiliate or agent thereof, that is nonpublic, confidential or proprietary in nature.

Confidential information also includes, without limitation, information about businesses, sales operations, know-how, trade secrets, technology, products, employees, customers marketing plans, financial information, services, business affairs, any knowledge gained through examination or observations of or access to the facilities, computer systems and/or books and records of CapeSpace, any analyses, compilations, studies or other documents prepared by CapeSpace or otherwise derived in any manner from the Confidential information, and any information that you are obligated to keep confidential or know or have reason to know should be treated as confidential. All terms and conditions of this Agreement (including, without limitation, pricing information) as well as any other information disclosed to you but not generally known to the public, will be deemed Confidential Information.

You agree to hold all Confidential Information in strict confidence and to take all reasonable precautions to

protect such Confidential Information (including, without limitation, all precautions you employ with respect to your most confidential information).

Your membership and or/use of CapeSpace services obligates you to: (i) maintain all Confidential Information in strict confidence; (ii) not to disclose Confidential Information to third parties; (iii) not to use the Confidential information in any way directly or indirectly detrimental to CapeSpace or any you or user of CapeSpace services.

All Confidential Information remains the sole and exclusive property of CapeSpace or the respective disclosing party. You acknowledge and agree that nothing in this Terms and Conditions or your membership or use of CapeSpace services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright, intellectual property, or proprietary rights of CapeSpace or any CapeSpace You or other user of CapeSpace services.

In the event of a breach of these confidentiality provisions, in addition to any other available remedies, Licensor shall have the right to obtain injunctive relief (without being required to post a bond or other security).

**Subordination.** Solely for the avoidance of doubt, this Agreement is subordinate to Licensor's lease with Building Owner and to any other agreements to which Licensor's lease with Building Owner is subordinate.

**No Assignment.** This Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns. You may not transfer, sublicense or otherwise assign this Agreement or any of its rights or obligations hereunder without Licensor's prior written consent. Licensor may assign its rights and obligations under this Agreement upon written notice to you.

**Attorneys' Fees.** Unless otherwise provided herein, if any dispute or legal proceeding arises between the parties relating to this Agreement or its breach, the prevailing party will be entitled to recover all of its reasonable fees, costs and expenses, including attorney and expert witness fees, incurred in connection with such dispute or legal proceeding.

**Relationship.** You are not a partner, joint venturer or agent of Licensor, and no party hereto has the authority or ability to bind another party.

**Hiring of Licensor's Employees.** You agree not to knowingly solicit, hire or procure the hiring of or subsequently employ a member of the CapeSpace staff who was employed by CapeSpace at any time during the term of the License Agreement and for a period of three (3) years thereafter. If you do hire CapeSpace staff, Licensor estimates that Licensor's damages will be equivalent to one year's salary or fees for each employee hired by you and you agree to pay damages in that amount.

**Access to Password Protected/Secure Areas of the CapeSpace Website.** Access to and use of password protected and/or secure areas of the CapeSpace website is restricted to authorized users only. Members may not forward or share their password to other users for any

reason. Unauthorized individuals attempting to access these areas of the website may be subject to prosecution.

**Criminal Background Check.** You authorize Licensor to conduct a criminal background check on you and your company. This check may include the following: Criminal history reference searches for felony and misdemeanor convictions at the county and federal (including Patriot Act) levels of every jurisdiction where you currently reside or where you have resided during the past seven (7) years. You also authorize the use of law enforcement agencies and/or private background check organizations and third party providers to assist Licensor in collecting this information. Licensor is not required to disclose the results of any criminal background check to you and may terminate your membership without providing any reason for such termination.

**Photograph/Video Release.** You grant Licensor, its representatives and employees, the right to take photographs and videos of you and your property in connection with the promotion and advertising of CapeSpace Business Centers. You authorize Licensor, its assigns and transferees to copyright, use and publish the same in print or electronically. You agree that Licensor may use such photographs or videos with or without your name and for any lawful purpose, including, for example, such purposes as publicity, illustration, advertising and Web content.

**Publicity.** No press release, advertising, sales literature or other publicity or statement relating to the existence or substance of this Agreement or the relationship between the parties created by it, shall be made by you without the prior written approval of the Licensor, except as required by law.

**Severability.** If any provision of this Agreement is held to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect.

**No Waiver.** The failure by a party hereto to exercise any right available hereunder shall not be deemed to be a waiver of such right, subject to the terms hereof.

**Counterparts.** This Agreement and any addendum or amendment hereto may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and scanned signatures shall be deemed to be original signatures for purposes of this Agreement.

**Applicable Law.** This Agreement is governed by and will be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, disregarding any conflict-of-laws principles or rules. No provision of this Agreement will be construed against a party by reason of such party having drafted it. You submit to the exclusive jurisdiction of the Federal and Massachusetts superior courts located in the County of Barnstable for purposes of any suit, action or other proceeding arising out of this Agreement, and you knowingly, voluntarily and intentionally waive any right it may have to a trial by jury in any action.

**Disclosure.** Licensor reserves the right at all times to disclose any information about you or your Membership in CapeSpace and/or use of CapeSpace services as Licensor

deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

**Entire Agreement.** This Agreement is the entire agreement of the parties with respect to the subject matter hereof, and it supersedes any and all discussions or other agreements, whether oral or written, regarding such matters. This Agreement may be modified only in a writing that is signed by each party.