

- g. Internet Access. Internet access through OTBC's secure Member wireless network is included in this License at no additional charge. Licensee may pay a fee to receive Internet access through wired ethernet connection, or other Internet access which may be provided by OTBC. The fee for Internet connection is shown on Exhibit D.
 - h. Telephone. Shared Services do not include telephone services. Licensee is responsible for obtaining and paying for its telephone services.
 - i. Utilities. OTBC shall provide Licensee with electricity, water and sewer service for seven (7) days per week and normal and reasonable common area janitorial service as specified in the Center janitorial contract in effect at any time during the term of the Licensee Agreement. In the event Licensee makes excessive use of these services, as determined by OTBC, the reasonable costs of such excessive use shall be borne by Licensee.
 - j. Parking Space. The Licensee has the right to use parking spaces in the Center's designated Parking Areas consistent with the rules from the lease with PS Business Parks, as described in Exhibit B.
 - k. Damages. In the event that Licensee's access to shared services results in damage to related facilities, equipment, or any other OTBC property (excluding ordinary wear and tear), Licensee shall pay same standard replacement or repair costs. Licensee shall direct all requests for maintenance only to the person designated by OTBC. The cost for any unauthorized repairs ordered by the Licensee shall be paid by Licensee.
 - l. Usage. Licensee is governed by the use restrictions of the owner of the property, PS Business Parks, LLC, as described in Exhibit B. Licensee is also governed by the use restrictions of OTBC, as described in Exhibit C.
 - m. No Warranties. OTBC hereby disclaims all warranties as to the quality and availability of the Shared Services. Licensee hereby acknowledges that the Shared Services will not be error-free, and will be subject to outages from time to time as part of the ordinary course of operations.
4. **License Fees**: The monthly cash license payment during the term of this License Agreement and any extensions shall be payable by Licensee in equal monthly installments, **on or before the first day of each month** and shall be as shown in Exhibit D.
- a. Any fee arrangement that represents a temporary modification of the standard license fee shall be in writing and will be deemed incorporated by this reference to this Agreement.
 - b. If the Effective Date does not fall on the first of the month, the initial payment shall include one month's rent in advance, a deposit as described in Section 8 below, and the prorated amount of the month in which this Agreement is signed, such that all future monthly payments shall be due on the first of the month. If any portion of the total monthly license payment (including shared services) is not paid by the 5th, a \$50 late fee will be due and payable as an additional license fee.
 - c. Any increase in the regular monthly license payment shall be announced by OTBC at least 60 days in advance of the month in which the increased rate will take effect.
 - d. Licensee agrees that OTBC License Fees will be paid by credit card. OTBC does not accept cash or check payment for license fees. Licensee will provide OTBC with valid credit card information prior to the commencement of the License Agreement. All deposits and monthly License Fees will be charged to Licensee's credit card.
 - e. Costs for any services or resources provided by OTBC but payable by Licensee as provided for in paragraph 1 above shall be borne by the Licensee and will be paid for by credit card, cash, or check.

5. **Change of Space Assignment:** Licensor reserves the right to change space assignments as follows:
 - a. The assigned Premises does not function as a place of business for more than four (4) consecutive weeks, except for normal and customary business closures and holidays, or if Licensee, by OTBC's sole determination is no longer using the space in a manner complementary to the OTBC Residency Program.
 - b. In the event of OTBC's determination to change space assignments, licensee is not obligated to move unless and until space equipped with utilities comparable to existing space is available and ready for immediate occupancy and OTBC bears all of Licensee's moving and relocation costs incurred as a result of a change of space assignment. Equivalent square footage, access to windows and/or relative location within the Center is not guaranteed if OTBC moves a Licensee.

6. **Termination of License:** Licensor reserves the right to terminate this License Agreement by written notice for one or more of the following reasons:
 - a. The assigned Premises does not function as a place of business for more than four (4) consecutive weeks, except for normal and customary business closures and holidays, or if Licensee, by OTBC's sole determination is no longer using the space in a manner complementary to the OTBC Residency Program
 - b. Licensee fails to pay any past due Monthly Payment within ten (10) days of receipt of written notice from OTBC
 - c. In the event that any default hereunder by Licensee other than non-payment of Monthly Payments remains uncured for a period of thirty (30) days after the date of written notice from OTBC specifying such default.
 - d. Licensor can terminate this License Agreement solely at Licensor's discretion at any time after the end of the initial lease term by providing 30 days written notice to Licensee.
 - e. If this License Agreement is terminated for any reason, Licensee shall vacate its Premises at the Center within five (5) business days of the termination date. For each day that Licensee continues to occupy its Premises at the Center beyond the termination date, a holdover license fee of 5% of the regular monthly fee shall be due and payable by Licensee per each day that it holds the premises over. Licensee shall also be liable for all costs, legal and otherwise, incurred by OTBC in causing Licensee to vacate the premises on termination of the License if Licensee does not leave on demand.
 - f. Holding over past termination of tenancy makes the licensee a tenant at sufferance subject to eviction without further notice. Acceptance of holdover license payments does not waive Licensor's right to declare the license terminated without further notice.

7. **Insurance:** Licensee shall obtain and maintain at its expense, throughout the term of this License Agreement, insurance against loss or liability in connection with bodily injury, death, property damage or destruction, occurring within the Premises or the Center or arising out of the use of the Premises or the Center by the Licensee or its agents, employees, officers, permitted subtenants or Licensees, invitees, visitors, and guests, under one or more policies of Comprehensive General Liability insurance or its equivalent having such limits as to each as are reasonably required by OTBC from time to time, but in any event of not less than a minimum coverage of One Million Dollars (\$1,000,000) for bodily injury to or death of any one person during any one occurrence, One Million Dollars (\$1,000,000) for bodily injury to or death of all persons in any one occurrence, and One Million Dollars (\$1,000,000) for property damage or destruction during any one occurrence. OTBC, the Open Technology Business Center, PS Business Parks LLC, and Licensee shall be listed as "additional insured" on all insurance policies. The above-referenced insurance shall contain a provision that states that it cannot be canceled except upon thirty (30) days' written notice to all additional insureds. Center Manager shall be furnished with two (2) copies of said policy or certificate of insurance **no less**

than five (5) business days prior to the effective date of this License Agreement.

8. **General Liability:** OTBC and its officers, agents and employees, shall not be liable for any injury, damage or loss to person, equipment, facilities, or property occurring on or about the Premises or the Center caused by the use, negligence or misconduct of licensee, its officers, agents, employees, or invitees. Licensee shall defend, indemnify and hold harmless OTBC, its officers, agents, and employees from any and all losses, expenses, demands, actions, suits, claims or liabilities of whatsoever nature resulting from any injury or death to any person or any property damage arising out of Licensee's use or occupancy of the Premises and affiliation or connection with OTBC, including but not limited to actions in furtherance of its business objective plan, research and use of the Center or Premises.
9. **Fitness for Occupancy:** If, during the term of this License Agreement, the Center is so damaged by fire or other catastrophe that the Premises is rendered unfit for occupancy and said Premises cannot be repaired within thirty (30) days of the happening of such injury, then Licensee shall have the option to declare this Agreement void from the date of such injury. In such case, the Monthly Payment shall be apportioned to the date of damage and OTBC shall reimburse Licensee for the balance and shall repossess the Premises.
 - a. If the damage is such that the Premises are unfit for occupancy but can be repaired within thirty (30) days thereafter, OTBC shall enter and repair with reasonable promptness, and this license Agreement shall not be affected except that the Monthly Payment shall be suspended until occupancy is available. In case of any damage which shall not render the Premises unfit for occupancy, this License Agreement shall not be affected, but OTBC may enter upon and repair the said Premises with reasonable promptness.
 - b. OTBC shall not be responsible to Licensee for any damages or inconveniences caused by interruption of business or inability to occupy the Premises for any reason whatsoever, provided that Licensee's rent shall be abated or proportionately reduced according to the extent to which Licensee is deprived of such use if the business interruption is due to circumstances caused by OTBC that are not in the normal course of business or that are not a part of normal operating procedures at the Center.
10. **Maintenance and Repair:** Licensee shall maintain the Premises in its original condition to the satisfaction of OTBC, normal wear and tear excepted. Prior to the commencement date of this License Agreement, a joint survey of the Premises, indicating its exact condition, shall be made by representatives of both Licensee and OTBC. A written report of said survey shall be attached hereto and another survey shall be made upon termination of this License. Licensee shall repair any damage to the Premises revealed by such survey, normal wear and tear excepted. Otherwise, OTBC shall make the required repairs and/or replacement of damaged property, and shall provide Licensee with an invoice representing the costs to OTBC of making said repairs, said invoice due and payable by Licensee upon receipt. Licensee, under this paragraph, is deemed to have accepted the Premises in the condition existing on the commencement date of this License Agreement. Licensee is not liable for losses or damage to the premises due to the sole negligence of OTBC.
11. **Security Deposit:** On or before the Effective Date, Licensee shall pay to OTBC a sum equal to one (1) month's License Payment to be held by OTBC as security deposit for the full, faithful and punctual performance by Licensee of the Licensee's terms, covenants and conditions contained herein for the full term of this License Agreement. If, during the term of this License, Licensee is granted additional space in the Center, an additional security deposit payment will be required. If, at any time, Licensee fails to fully, faithfully and punctually perform any of the terms, covenants and conditions contained herein,

then OTBC may apply any part or the whole of said security deposit to indemnify OTBC for any damage OTBC may have suffered or will suffer because of such failure to perform by the Licensee and OTBC shall in no way be precluded from recovering in addition to the said security deposit, any other damages or expenses that OTBC may suffer by reason of any violation by the Licensee of the Licensee's terms, covenants and conditions contained herein. If this License Agreement is terminated prior to the expiration of the term thereof by the agreement of the parties, or in accordance with the terms contained in said License Agreement; and the Licensee has fully, faithfully and punctually performed all of the Licensee's terms, covenants and conditions contained herein up to the date of termination thereof, then the said deposit shall be returned by OTBC to the Licensee.

12. **Assignment:** Licensee shall not assign this License, either in whole, or in part, to others without the prior written consent of OTBC, which OTBC may grant or withhold in its sole discretion. A change in control of Licensee shall constitute an assignment.
13. **Compliance:** Licensee shall comply with all applicable OTBC, PS Business Parks, local, state and federal laws, ordinances, codes, rules, permits, licensing conditions and regulations, including any amendments thereto (collectively, the "**Requirements**"), in its use of the Premises, including those regarding the handling, release and **disposal of hazardous substances, any and all licenses, permits, insurance and** government approvals necessary to the operation of its business. "**Hazardous substance**" as used herein includes any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., including any amendments thereto ("**CERCLA**"), any substance, waste or other material considered hazardous, dangerous, or toxic under any of the Requirements, petroleum and petroleum products, and natural gas. "**Release**" as used herein means any intentional or unintentional spilling, pumping, emitting, emptying, discharging, escaping, leading, dumping, disposing or abandonment of any hazardous substance. Licensee covenants and agrees that it will not use or allow the Premises to be used for the storage, use, treatment, disposal or other handling of any hazardous substance without the prior consent of OTBC. OTBC reserves the right at all times to control all facilities licensed hereunder, and to enforce all applicable necessary laws, rules and regulations without obligation or assumption of any responsibility to do so.
14. **Building Access:** OTBC will provide Licensee with one (1) key allowing access to the building, and one key for each locked office licensed by the licensee. OTBC will have the Master key to each office lock, which shall be under the control of OTBC, and may enter premises, at reasonable times, for inspection, maintenance, or repair, or for any other necessary reason. Entry for other than normal maintenance and inspection activities shall be preceded by appropriate notice to Licensee. In the event of an emergency, notice will be given at the first reasonable opportunity, even if after the fact.
15. **Property of Licensee:** Unless in default of contract, Licensee shall have the right to remove any and all personal property that it has placed within the Premises by Licensee provided that Licensee repairs all damage to premises caused by such removal and returns the Premises to the condition that existed as of the Effective Date of this License Agreement. Licensee shall not remove improvements made to the facilities by OTBC or on behalf of OTBC during the Licensee's occupancy. Licensee shall not remove office furnishings provided by OTBC.
16. **Complete Agreement:** This Agreement contains all the understandings and agreements of the parties relating to the subject matter hereof, and may be changed only by an agreement in writing signed by the parties hereto.
17. **Notices:** Any notice, demand, consent, approval, request or other communication or document to be given to a party hereto shall be in writing and shall be deemed to have been given when mailed to the party if addressed as follows:

- a. If given to OTBC: to OTBC, Center Manager at 8305 SW Creekside Place, Suite C, Beaverton, Oregon , 97005.
- b. If given to Licensee, at forwarding address listed in Exhibit C.

- 18. **Applicable Laws:** The validity, interpretation and effect of this Agreement shall be governed by the laws of the State of Oregon. Jurisdiction over any lawsuit filed concerning this Agreement shall lie exclusively in the state and federal courts for Washington County, Oregon and the District of Oregon, respectively.
- 19. **Authorization:** Any person executing this Agreement expressly warrants that he/she is the authorized representative of the party for which he/she has signed.
- 20. **Non-Discrimination:** The Licensee agrees to provide service without discrimination to all persons without regard to age, race, color, religion, sex, handicap or national origin or any other status protected by federal, state or local law.
- 21. **Related Lease:** This License Agreement is subordinate, junior and inferior to the lease executed on July 22, 2010, with OTBC and PS Business Parks, LLC.

SIGNED:

FOR:

OREGON TECHNOLOGY BUSINESS CENTER

FOR:

SIGNATURE

Steve Morris

PRINT

DATE

SIGNATURE

PRINT

DATE

EXHIBIT "A-1" PREMISES

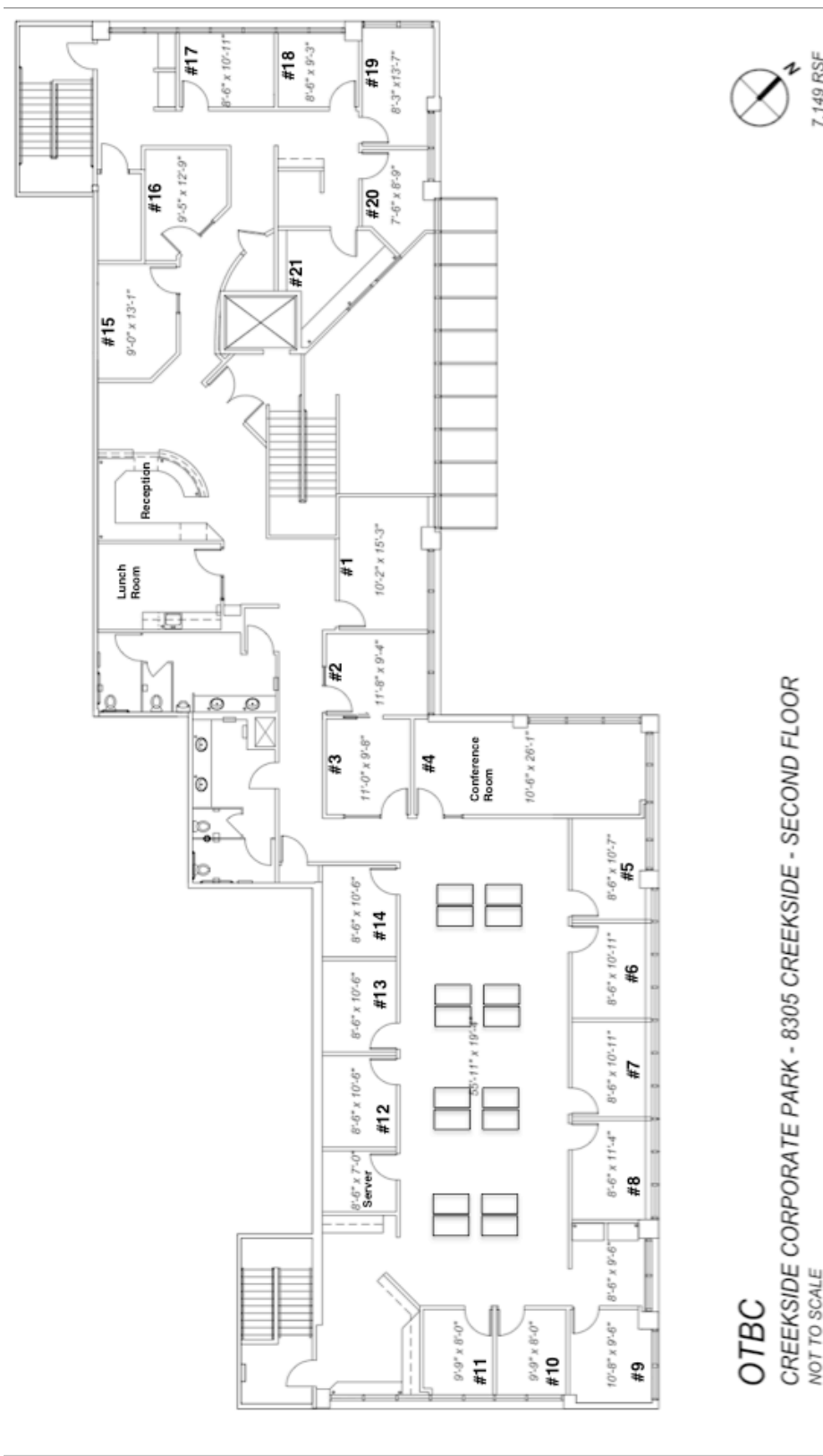


EXHIBIT A-2, BUILDING AND PROJECT



EXHIBIT "B"

RULES AND REGULATIONS

(Excerpt from PS Business Parks Lease)

1. Driveways, sidewalks, halls, passages, exits, entrances, elevators, escalators and stairways shall not be obstructed by tenants or used by tenants for any purpose other than for ingress to and egress from their respective premises. The driveways, sidewalks, halls, passages, exits, entrances, elevators and stairways are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interests of the Building, the Property and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of such tenant's business unless such persons are engaged in illegal activities. No tenant, and no employees or invitees of any tenant, shall go upon the roof of any Building, except as authorized by Landlord.
2. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All tenant identification and suite numbers at the entrance to the Premises shall be installed by Landlord, at Tenant's cost and expense, using the standard graphics for the Building. Landlord shall have the right to remove any such sign, placard, banner, picture, name, advertisement, or notice without notice to and at the expense of Tenant, which were installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Tenant by a person or vendor approved by Landlord and shall be removed by Tenant at the time of vacancy at Tenant's expense. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel without Landlord's prior approval.
3. The directory of the Building or Property, if any, will be provided exclusively for the display of the name and location of tenants only and Landlord reserves the right to charge for the use thereof and to exclude any other names therefrom.
4. No curtains, draperies, blinds, shutters, shades, screens or other coverings, awnings, hangings or decorations shall be attached to, hung or placed in, or used in connection with, any window or door on the Premises without the prior written consent of Landlord. In any event with the prior written consent of Landlord, all such items shall be installed inboard of Landlord's standard window covering and shall in no way be visible from the exterior of the Building. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent or of a quality, type, design, and bulb color approved by Landlord. No articles shall be placed or kept on the window sills so as to be visible from the exterior of the Building. No articles shall be placed against glass partitions or doors which Landlord considers unsightly from outside Tenant's Premises.
5. Each tenant shall be responsible for all persons for whom it allows to enter the Building or the Property and shall be liable to Landlord for all acts of such persons. Landlord and its agents shall not be liable for damages for any error concerning the admission to, or exclusion from, the Building or the Property of any person. During the continuance of any invasion, mob, riot, public excitement or other circumstance rendering such action advisable in Landlord's opinion, Landlord reserves the right (but shall not be obligated) to prevent access to the Building and the Property during the continuance of that event by any means it considers appropriate for the safety of tenants and protection of the Building, property in the Building and the Property.
6. Tenant shall not alter any lock or access device or install a new or additional lock or access device or bolt on any door of its Premises, without the prior written consent of Landlord. If Landlord shall give its consent, Tenant shall in each case furnish Landlord with a key for any

such lock. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys for all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, shall pay Landlord therefor.

7. The restrooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown into them. The expense of any breakage, stoppage, or damage resulting from violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused the breakage, stoppage, or damage.
8. Tenant shall not use or keep in or on the Premises, the Building or the Property any kerosene, gasoline, or inflammable or combustible fluid or material except in strict accordance with the terms of the Lease. Tenant shall not use, keep or permit to be used or kept in its Premises any foul or noxious gas or substance. Tenant shall not allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors and/or vibrations or interfere in any way with other tenants or those having business therein. No animals, except those assisting handicapped persons, shall be brought onto the Property or kept in or about the Premises.
9. Except with the prior written consent of Landlord, Tenant shall not sell, or permit the sale, at retail, of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise in or on the Premises, nor shall Tenant carry on, or permit or allow any employee or other person to carry on, the business of stenography, typewriting or any similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building, or the business of a public barber shop, beauty parlor, nor shall the Premises be used for any illegal, improper, immoral or objectionable purpose, or any business or activity other than that specifically provided for in such Tenant's Lease. Tenant shall not accept hairstyling, barbering, shoeshine, nail, massage or similar services in the Premises or common areas except as authorized by Landlord.
10. If Tenant requires telegraphic, telephonic, telecommunications, data processing, burglar alarm or similar services, it shall first obtain, and comply with, Landlord's instructions in their installation. The cost of purchasing, installation and maintenance of such services shall be borne solely by Tenant. Landlord will direct electricians as to where and how telephone, telegraph and electrical wires are to be introduced or installed. No boring or cutting for wires will be allowed without the prior written consent of Landlord. The location of burglar alarms, telephones, call boxes and other office equipment affixed to the Premises shall be subject to the prior written approval of Landlord.
11. Tenant shall not install any radio or television antenna, satellite dish, loudspeaker or any other device on the exterior walls or the roof of the Building, without Landlord's consent. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building, the Property or elsewhere.
12. Tenant shall not lay linoleum, tile, carpet or any other floor covering so that the same shall be affixed to the floor of its Premises in any manner except as approved in writing by Landlord. Tenant shall not place a load upon any floor of its Premises which exceeds the load per square foot which such floor was designed to carry or which is allowed by law.
13. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees and invitees. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord.
14. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenants in the Building shall be placed

and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be acceptable to Landlord. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electric or gas heating devices, without Landlord's prior written consent. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.

15. Each tenant shall store all its trash and garbage within the interior of the Premises or as otherwise directed by Landlord from time to time. Tenant shall not place in the trash boxes or receptacles any personal trash or any material that may not or cannot be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city, without violation of any law or ordinance governing such disposal.
16. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Building and the Property are prohibited and each tenant shall cooperate to prevent the same. No tenant shall make room-to-room solicitation of business from other tenants in the Building or the Property, without the written consent of Landlord.
17. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name and address of the Building and the Property. Without the prior written consent of Landlord (not to be unreasonably conditioned, delayed, or withheld), Tenant shall not use the name of the Building, Project or the Property or any photograph or other likeness of the Building, Project or the Property in connection with, or in promoting or advertising, Tenant's business except that Tenant may include the Building's, Project's or Property's name in Tenant's address. Landlord hereby consents to Tenant's use of the likeness of the Building on its website as of the date of the Lease.
18. Landlord may from time to time adopt systems and procedures for the security and safety of the Building and Property, its occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by any governmental agency. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.
19. No Tenant is allowed to unload, unpack, pack or in any way manipulate any products, materials or goods in the common areas of the Property including the parking and driveway areas of the Property. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of merchandise or materials requiring the use of elevators, stairways, lobby areas or loading dock areas, shall be restricted to hours reasonably designated by Landlord. Tenant shall obtain Landlord's prior approval by providing a detailed listing of the activity, which approval shall not be unreasonably withheld. If approved by Landlord, the activity shall be under the supervision of Landlord and performed in the manner required by Landlord. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from the activity. If equipment, property, or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with the activity, Tenant shall be solely liable for any resulting damage, loss or injury. Tenant shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.
20. Smoking of any kind is strictly prohibited, at all times, at any location on the Property, except in the designated smoking area which is located at the OUTSIDE PERIMETER OF THE BUILDING ONLY. Landlord may relocate the designated smoking area at its sole discretion, at any time during the Term of this Lease.

Tenant shall be responsible for the observance of all of the foregoing Rules and Regulations and the Parking Rules and Regulations set forth below by Tenant's employees, agents, clients, customers, invitees and guests. These Rules and Regulations are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Property. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all tenants of the Building.

PARKING RULES AND REGULATIONS

1. Cars must be parked entirely within painted stall lines.
2. All directional signs and arrows must be observed.
3. All posted speed limits for the parking areas shall be observed. If no speed limit is posted for an area, the speed limit shall be five (5) miles per hour.
4. Parking is prohibited:
 - (a) in areas not striped for parking;
 - (b) in aisles;
 - (c) where "no parking" signs are posted;
 - (d) on ramps;
 - (e) in cross hatched areas; and
 - (f) in such other areas as may be designated by Landlord.
5. Handicap and visitor stalls shall be used only by handicapped persons or visitors, as applicable.
6. Parking stickers or any other device or form of identification supplied by Landlord from time to time (if any) shall remain the property of Landlord. Such parking identification device must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Devices are not transferable and any device may not be obliterated. Devices are not transferable and any device in possession of any unauthorized holder will be void. There will be a replacement charge payable by the parker and such parker's appropriate tenant equal to the amount posted from time to time by Landlord for loss of any magnetic parking card or any parking sticker.
7. Every parker is required to park and lock his or her own car. All responsibility for damage to cars or persons is assumed by the parker.
8. Loss or theft of parking identification devices must be reported to Landlord, and a report of such loss or theft must be filed by the parker at that time. Any parking identification devices reported lost or stolen found on any unauthorized car will be confiscated and the illegal holder will be subject to prosecution. Lost or stolen devices found by the parker must be reported to Landlord immediately to avoid confusion.
9. Parking spaces are for the express purpose of parking one automobile per space. Washing, waxing, cleaning, or servicing of any vehicle by the parker and/or such person's agents is prohibited. The parking areas shall not be used for overnight or other storage for vehicles of any type.
10. Landlord reserves the right to refuse the issuance of parking identification or access devices to any tenant and/or such tenant's employees, agents, visitors or representatives

who willfully refuse to comply with the Parking Rules and Regulations and/or all applicable governmental ordinances, laws, or agreements.

11. Tenant shall acquaint its employees, agents, visitors or representatives with the Parking Rules and Regulations, as they may be in effect from time to time.
12. Any monthly rental for parking shall be paid one month in advance prior to the first day of such month. Failure to do so will automatically cancel parking privileges, and a charge of the prevailing daily rate will be due. No deductions or allowances from the monthly rental for parking will be made for days a parker does not use the parking facilities.
13. Each parker shall pay a reasonable deposit for any parking card issued to such a person. Such deposit shall be paid at the time the parking card is issued and shall be forfeited if the parking card is lost. Such deposit shall be returned without interest, at the time such person ceases to utilize the parking facilities, upon surrender of the parking card. A reasonable replacement charge shall be paid to replace a lost card and an amount in excess of the initial deposit may be charged as the replacement fee.
14. Vehicles parked in public parking areas will be no larger than full-sized passenger automobiles or standard pick-up trucks. Landlord reserves the right, without notice to Tenant, to tow away at Tenant's sole cost and expense any vehicles parked in any parking area for any continuous period of 24 hours or more, or earlier if Landlord, in its sole discretion, determines such parking to be a hazard or inconvenience to other tenants or Landlord, or violates any rules or regulations or posted notices related to parking. Landlord shall not be responsible for enforcing Tenant's parking rights against third parties. From time to time, Landlord reserves the right, upon written notice to Tenant, to change the location, the availability and nature of parking spaces, establish reasonable time limits on parking, and, on an equitable basis, to assign specific spaces with or without charge to Tenant as Additional Rent.
15. Tenant shall at all times comply with all applicable Laws (as defined in the Lease) respecting the use of the parking facility serving the Building.
16. **LANDLORD SHALL NOT BE LIABLE FOR ANY LOSS, INJURY OR DAMAGE TO PERSONS USING THE PARKING FACILITY OR AUTOMOBILES OR OTHER PROPERTY THEREIN, IT BEING AGREED THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE USE OF THE SPACES SHALL BE AT THE SOLE RISK OF TENANT AND ITS EMPLOYEES. WITHOUT LIMITING THE FOREGOING, TENANT HEREBY VOLUNTARILY RELEASES, DISCHARGES, WAIVES AND RELINQUISHES ANY AND ALL ACTIONS OR CAUSES OF ACTION FOR PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING TO TENANT ARISING AS A RESULT OF PARKING IN THE PARKING FACILITY, OR ANY ACTIVITIES INCIDENTAL THERETO, WHEREVER OR HOWEVER THE SAME MAY OCCUR, AND FURTHER AGREES THAT TENANT WILL NOT PROSECUTE ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE AGAINST LANDLORD OR ANY OF THE LANDLORD RELATED PARTIES FOR ANY SAID CAUSES OF ACTION. IN ALL EVENTS, TENANT AGREES TO LOOK FIRST TO ITS INSURANCE CARRIER AND TO REQUIRE THAT TENANT'S EMPLOYEES LOOK FIRST TO THEIR RESPECTIVE INSURANCE CARRIERS FOR PAYMENT OF ANY LOSSES SUSTAINED IN CONNECTION WITH ANY USE OF THE PARKING FACILITY. TENANT HEREBY WAIVES ON BEHALF OF ITS INSURANCE CARRIERS ALL RIGHTS OF SUBROGATION AGAINST LANDLORD OR LANDLORD RELATED PARTIES.**
17. Landlord hereby reserves the right to enter into a management agreement or lease with another entity for the operation of the Parking Facility ("Operator"). In such event, Tenant, upon request of Landlord, shall enter into a parking agreement upon substantially the same terms hereunder with the Operator and pay the Operator the monthly charge established hereunder, and Landlord shall have no liability for claims arising through acts or omissions

of the Operator. It is understood and agreed that the identity of the Operator may change from time to time during the Term. In connection therewith, any parking lease or agreement entered into between Tenant and any Operator shall be freely assignable by such Operator or any successors thereto.

18. If Tenant defaults with respect to the same term or condition under these Parking Rules and Regulations more than 3 times during any 12 month period, and Landlord notifies Tenant thereof promptly after each such default, the next default of such term or condition during the succeeding 12 month period, shall, at Landlord's election, constitute an incurable default. Such cancellation right shall be cumulative and in addition to any other rights or remedies available to Landlord at law or equity, or provided under the Lease (all of which rights and remedies under the Lease are hereby incorporated herein, as though fully set forth). Any default by Tenant under these Parking Rules and Regulations shall be a default under the Lease.

EXHIBIT C

OTBC RULES AND REGULATIONS as of 8/23/2010

OTBC reserves the right to extend and update the following rules and regulations at any time. When the rules and regulations are updated, a copy of the updated version will be provided to Licensees.

1. **Damage to walls:** Licensees will refrain from mounting office items (calendars, white boards, cork boards, pictures, etc.) with nails, screws, or other devices that leave holes without receiving written permission from OTBC. Instead, removable adhesive attachments will be used - adhesives that are designed to be removed without marring walls.

EXHIBIT D
License Terms
Modified 8/23/2010

Tenant name	
Contact person	
Forwarding address	
Phone number	
Email	
Assigned Premises (Office number(s) or Open Table Space)	
Non-refundable key deposit	\$
Wired Internet monthly fee	\$
Monthly storage cabinet fee	\$
Security Deposit	\$
Monthly License Fee	\$
Term: start date of License	
Term: length of License	
Prorated 1 st Month fee	
Credit card information provided?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Notes	