

GENERAL TERMS

1. **PARTIES:** We are **PLUG & PLAY, LLC**, a California limited liability Company, **also known as Plug & Play Tech Center** (hereinafter "**PLUG & PLAY**"). The following are the general terms of this Standard Lease Agreement (hereinafter "Agreement") as executed between **PLUG & PLAY** and you, the tenant ("**CLIENT**").

2. **TERM & TERMINATION:**

CLIENT leases from **PLUG & PLAY** the Suite/Workstation as specified on page 1 of this Agreement ("**Premises**") on the terms and conditions contained within this Agreement. **CLIENT**'s occupancy shall commence on the Start Date specified on page 1 of this Agreement ("**Start Date**") and continue for the Term as specified on Page 1 of this Agreement. This Agreement shall continue as a month-to-month tenancy after the expiration of the initial Term unless terminated by either party by giving written notification to the other at least thirty (30) days prior to the expiration of the initial Term. **PLUG & PLAY** reserves the right to move **CLIENT** within the Property to a comparable Premises at anytime upon five (5) business days notice. **PLUG & PLAY** will assist with any relocation. Upon termination of this Agreement, **CLIENT** shall be charged a \$50.00 exit fee per workstation.

If **PLUG & PLAY** is unable to deliver possession of the Premises on the Start Date, such date shall be extended to the date on which possession is made available to **CLIENT**. If **PLUG & PLAY** is unable to deliver possession within five (5) calendar days after agreed Start Date, **CLIENT** may terminate this Agreement by giving written notice to **PLUG & PLAY**, and shall be refunded all rent and security deposit paid.

3. **PAYMENTS:**

A. **CLIENT** agrees to pay all Standard Monthly Lease fees and other applicable Additional Service fees (hereinafter collectively referred to as "Fee Payments") as specified on page 1 and 2 of this Agreement and/or any other fees incurred during each month as agreed between **CLIENT** and **PLUG & PLAY**.

B. All Fee Payments and any and all other monetary obligations of **CLIENT** to **PLUG & PLAY** under the terms of this Agreement (except for the Security Deposit) are deemed to be rent.

C. All Fee Payments are payable on the **1st day of each month**, and are delinquent on the **5th day** of each calendar month. A late charge equal to 10% of such Fee Payments, or \$25, whichever is greater, shall be due and payable if Fee Payments are paid late.

D. Acceptance of Fee Payments that are less than the amount then due shall not be a waiver of **PLUG & PLAY**'s rights to the balance of such Fee Payments regardless of **PLUG & PLAY**'s endorsement of any check so stating.

E. If Start Date falls on any day other than the first day of the month, the Standard Monthly Leasing Fee shall be prorated based on a 30-day period.

F. If a check is returned for any reason, then, without any requirement for notice to **CLIENT**, **CLIENT** shall pay to **PLUG & PLAY** a one-time late charge equal to 10% of each such overdue amount or \$25, whichever is greater, and not to exceed \$50.00. **PLUG & PLAY**'s acceptance of any late check shall not constitute a waiver as to any default or breach by **CLIENT** with respect to such overdue amount, or prevent **PLUG & PLAY** from exercising any other rights and remedies under this Agreement, and as provided by law.

G. As a condition of this Agreement, **CLIENT** must provide valid credit card information to **PLUG & PLAY** by filling out a Credit Card Authorization Form, attached herein

as **Exhibit A**. **CLIENT** authorizes **PLUG & PLAY** to use **CLIENT**'s credit card for the payment of all Fee Payments and any additional services ordered by **CLIENT**. **CLIENT** further authorizes **PLUG & PLAY** to automatically charge their credit card on file if payment of the Fee Payments is not received by the 5th of the month. Additionally, **PLUG & PLAY** hereby reserves the right to charge **CLIENT**'s credit card for any and all losses or damages to the conference rooms, private offices, cubicles and/or any other portion of the Property caused by **CLIENT** or **CLIENT**'s invitees.

4. **SECURITY DEPOSIT:**

CLIENT agrees to pay the Security Deposit as specified on page 1 of this Agreement. All or any portion of the Security Deposit may be used, as reasonably necessary, to: (1) cure **CLIENT**'s default in its Fee Payments, Late Charges, NSF fees, or other sums due; (2) repair damage, excluding ordinary wear and tear, caused by **CLIENT** or **CLIENT**'s invitees and/or licensees and (3) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY CLIENT IN LIEU OF PAYMENT OF LAST MONTH'S FEE PAYMENTS**. Within sixty (60) days after **CLIENT** vacates the Premises, **PLUG & PLAY** shall (1) furnish **CLIENT** an itemized statement indicating the amount of any Security Deposit received and the basis for its disposition, and (2) return any remaining portion of Security Deposit to **CLIENT**. No interest will be paid on security deposit, unless required by law.

5. **CONDITION OF PREMISES:**

On the Start Date, or upon **CLIENT** moving in, whichever comes first, **CLIENT** will be asked to sign an inventory of all accommodations, furniture and equipment to be delivered to **CLIENT** under the terms of this Agreement. **CLIENT** shall examine the Premises and all listed accommodations, furniture, equipment, and fixtures. **CLIENT** shall provide **PLUG & PLAY** a list of items that are damaged, or not in operable condition, within three (3) business days after delivery of the inventory.

6. **UTILITIES:**

PLUG & PLAY agrees to pay for water, gas, light, power, trash disposal and janitorial services. If at any time, at **PLUG & PLAY**'s sole discretion, it is determined that **CLIENT** is using a disproportionate amount of water, electricity or other commonly metered utilities, or that **CLIENT** is generating such a large volume of trash as to require an increase in the size of dumpster and/or an increase in the number of times per month that the dumpster is emptied, then **PLUG & PLAY** may increase **CLIENT**'s Monthly Payment by an amount equal to such increased costs. A disproportionate amount typically is a total monthly utility bill that exceeds \$0.15 per square foot.

7. **RULES/REGULATIONS:**

CLIENT agrees to comply with all rules and regulations of **PLUG & PLAY** which are at any time posted on the Property or delivered to **CLIENT**. **CLIENT**, and/or **CLIENT**'s invitees, shall not disturb, annoy, endanger, or interfere with other occupants of the building or neighbors, or use the Property or the Premises for any unlawful purposes, or violate any law or ordinance, or commit a waste or nuisance on or about the premises. **CLIENT** acknowledges that they have received the most recent version of the Rules and Regulations, and that version, and all future versions, are incorporated herein as part of this Agreement.

CLIENT may be assigned a maximum of two (2) employees per Workstation as specified on page 1 of this Agreement. If, at any time, the number of people sharing the Premises exceeds

the maximum number of workstations assigned under this Agreement, PLUG & PLAY may charge a supplemental fee, as additional rent, for each additional person equal to the rent of a workstation per person. You must only use the Premises for office purposes, and only for the business stated in this Agreement or subsequently agreed to with PLUG & PLAY. Office use of a "retail" nature, involving frequent visits by members of the public, is not permitted. CLIENT must not carry on a business which competes with PLUG & PLAY's business of providing serviced office accommodations. CLIENT shall not use the name "Plug & Play" in any way in connection with its business.

8. MAINTENANCE:

CLIENT shall properly use, operate, and safeguard PLUG & PLAY's property, including but not limited to furniture, furnishings, appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. CLIENT shall immediately notify PLUG & PLAY, in writing, of any problem, malfunction or damage to any area within the Premises and/or Property. CLIENT shall pay for all repairs or replacements caused by CLIENT, or CLIENT's invitees, excluding ordinary wear and tear. CLIENT shall pay for all damage to the Premises and/or Property as a result of CLIENT's failure to report a problem in a timely manner.

9. ALTERATIONS:

CLIENT shall not make any alterations in or about the Premises and/or Property, without the prior written consent of PLUG & PLAY's authorized agent, including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish, placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials. Additionally, CLIENT shall not install cabling, IT or telecom connections without the advanced written consent of PLUG & PLAY's authorized agent, which may be withheld at PLUG & PLAY's sole discretion.

10. ENTRY:

CLIENT shall make the Premises available to PLUG & PLAY, or its representatives, for the purpose of making necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, clients, mortgages, lenders, appraisers, or contractors. PLUG & PLAY and CLIENT agree that twenty-four (24) hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, PLUG & PLAY, or its representatives, may enter the Premises at any time without prior notice.

11. CLIENT'S OBLIGATIONS UPON VACATING PREMISES:

Upon termination of this Agreement, CLIENT shall: (a) give PLUG & PLAY all copies of all keys or opening devices to the Premises and/or Property, including any common areas; (b) vacate the Premises and Property and surrender it to PLUG & PLAY empty of all persons; (c) vacate any/all parking and/or storage space(s); (d) deliver all accommodations and the Premises to PLUG & PLAY in the same condition as received by CLIENT (reasonable wear and tear excepted); (e) give written notice to PLUG & PLAY of CLIENT's forwarding address, and (f) agree that all improvements installed by CLIENT, with or without PLUG & PLAY's consent, become the property of PLUG & PLAY upon termination.

Any personal property of CLIENT which remains in the Premises after termination of this Agreement may, at option of PLUG & PLAY, be deemed to have been abandoned by CLIENT and may either be retained by PLUG & PLAY as its

own property or be disposed of without accountability in any such manner as PLUG & PLAY may see fit. This paragraph 11 shall constitute a waiver by CLIENT of any rights afforded by California Civil Code sections 1980 through 1991.

12. NO RIGHT TO HOLDOVER:

CLIENT has no right to retain possession of the Premises, or any portion thereof, beyond the expiration or earlier termination of this Agreement. In the event that CLIENT holds over, the Fee Payments shall be increased to 150% of the Fee Payments applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by PLUG & PLAY to any holding over by CLIENT.

13. INSURANCE AND WAIVER/RELEASE:

CLIENT'S personal property and vehicles are not insured by PLUG & PLAY against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts, or any other cause. CLIENT specifically acknowledges, and this waiver/release clause further applies, to the fact that the nature of this Agreement is for an open spaced work area that cannot be locked, and therefore only CLIENT, and not PLUG & PLAY, is responsible for all of CLIENT'S personal property, business documents, equipment, office supplies, and any other items kept within the Premises and/or Property, and CLIENT specifically waives all claims relating to its personal and business property, and specifically releases PLUG & PLAY from all such liability. CLIENT agrees to carry CLIENT's own insurance policy (Personal Property Insurance) to protect CLIENT from any risk of loss, and is to name PLUG & PLAY as an additional insured. Additionally, CLIENT must obtain, and maintain in effect through the term of this Agreement, a commercial general liability insurance policy providing continuous coverage in the amount of at least \$1,000,000 per occurrence, and \$2,000,000.00 in the aggregate, which names PLUG & PLAY as an additional insured. CLIENT agrees to provide endorsed certificates of insurance, in which PLUG & PLAY is named as an additional insured, prior to taking possession under this Agreement, regardless of the Start Date, and upon renewal of that insurance. The limits of insurance carried by CLIENT shall not, however, limit the liability of CLIENT, nor relieve CLIENT, of any obligation hereunder. If at any time while in possession of the Premises CLIENT is unable to produce evidence of its insurance required hereunder, PLUG & PLAY may provide CLIENT with a notice of breach, and allow CLIENT five (5) days to cure said breach.

14. ASSIGNMENT AND SUBLETTING: CLIENT shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of CLIENT's interest in this Agreement without PLUG & PLAY's prior written consent, which PLUG & PLAY may withhold in its sole discretion. Any assignment or subletting without PLUG & PLAY's consent shall, at PLUG & PLAY's option, be a noncurable breach of this Agreement without necessity of any notice and grace period. If PLUG & PLAY elects to treat such unapproved assignment or subletting as a noncurable breach, PLUG & PLAY may either: (i) terminate this Agreement, or (ii) increase the monthly rent to 110% of the monthly rent then in effect. In the event of a sublease of all or any portion of the Premises, CLIENT shall, in consideration thereof, pay to PLUG & PLAY as additional rent, one-hundred percent (100%) of any rents, additional charges, or other consideration under the sublease by sublessee to CLIENT that are in excess of the rents, additional charges, or additional consideration payable under the Agreement to PLUG & PLAY per square foot of leased space.

15. INDEMNITY & LIMITATION OF LIABILITY:

CLIENT shall indemnify, protect, defend and hold harmless PLUG & PLAY and its agents, managers, invitees, members, partners and lenders ("Indemnitees"), from and against any and all claims, loss of rents, damages, personal injuries, liens, judgments, penalties, costs (including reasonable attorneys' and consultants' fees), actual out of pocket expenses and/or liabilities arising out of, involving, or in connection with, the use or occupancy of the Premises and/or Property by CLIENT or CLIENT's invitees, including any alleged act, failure to act or negligence of Indemnitees, excluding claims arising from the gross negligence and willful misconduct of PLUG & PLAY or its employees. Further, PLUG & PLAY shall not be liable for any damage or injury to CLIENT or any CLIENT's invitees, or any damages to the property or any loss of personal property of CLIENT or CLIENT's invitees, occurring within the Premises and/or any part of the Property, excluding claims arising from the gross negligence and willful misconduct of PLUG & PLAY or its employees. In addition, PLUG & PLAY is not liable for any loss or damage to CLIENT's vehicles, and/or the vehicles of CLIENT's invitees, due to fire, theft, vandalism, rain, water, criminal or negligent acts, or any other cause while parked on the Property, excluding claims arising from the gross negligence and willful misconduct of PLUG & PLAY or its employees. Each party waives the right of subrogation against the other party. PLUG & PLAY'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL RENT AND FEES PAID BY CLIENT TO PLUG & PLAY PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL PLUG & PLAY BE LIABLE TO CLIENT OR CLIENT'S INVITEES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LAW. The

provisions of this paragraph 15 shall survive the expiration or earlier termination of this Agreement.

16. NON-SOLICITATION CLAUSE:

CLIENT shall not, during the term of this Agreement, and for a period of **six (6) months** afterwards, directly or indirectly,

- a) hire, solicit, entice, recruit, or otherwise seek to induce any employee or independent contractor of PLUG & PLAY to terminate their employment or violate any agreement with, or duty to, PLUG & PLAY for any reason.
- b) hire, solicit, entice, recruit, or otherwise seek to induce any employee or prospective client of the other tenants of PLUG & PLAY ("Other Tenant") to terminate their employment or violate any agreement with, or duty to, the Other Tenant.

17. ENTIRE CONTRACT.

Time is of essence. All prior agreements between CLIENT and PLUG & PLAY are incorporated in this Agreement, which constitutes the entire contract. This Agreement, together with the attached **Exhibit A**, is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any of the provisions of this Agreement are determined to be invalid, illegal, or unenforceable, such provisions shall be modified to the minimum extent necessary to make such provisions enforceable, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall continue in full force and effect to the extent the economic benefits conferred upon the parties by this Agreement remain substantially unimpaired.

CLIENT	PLUG & PLAY
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____