



Office License Agreement

1. **Agreement.** In consideration of the terms and conditions contained within this Office License Agreement (hereinafter referred to as "License"), Licensor, as set forth in Annex I hereto, (hereinafter referred to as "Virgo") hereby grants to Licensee, as set forth in Annex I hereto, (hereinafter referred to as "Client"), permission to occupy the office space(s) as set forth in Annex I hereto (hereinafter referred to as "Designated Space"), located at the Building and Premises, as set forth in Annex I hereto, (hereinafter referred to as the "Building" and "Premises" respectively, and Client hereby accepts such License from Virgo upon the terms and conditions hereof. The License shall be in common with other licenses granted to clients and other persons as may be designated by Virgo. This License may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one (1) and the same instrument.

2. **Terms.** The terms of this License are set forth in Annex I hereto. Any revisions to the License will be set forth in an Addendum hereto, and shall be separately executed by both parties. In the event that such revisions conflict with the terms of the License, the Addendum shall supersede. The Annex I and any Addendums to the License are part of the License as if set forth in full herein. Virgo reserves the right to make modifications to the License and Client agrees to accept such changes, which will become effective upon any extension as set forth in Article 8 of this agreement, provided that the modifications to the License do not affect the terms of the Annex I hereto or any other Client negotiated changes to the License herein. Virgo will make available to Client, copies of the most recent version of the License, upon request.

3. **Services.** As part of the License, Virgo will provide to Client, the services as set forth in Annex I hereto, which may be modified, in accordance with the terms of the License, pursuant to Client's authorization to add or suspend certain services. In addition, Virgo shall provide to Client, the opportunity to make use of any of its other services as set forth in Virgo's promotional materials and web site. Client agrees to pay for such additional services, and Virgo reserves the right to amend the charges for these services from time to time. Unless otherwise instructed, any employee of Client shall be authorized to request services from Virgo, with the exception of adding or discontinuing the use of the entire or part of the Designated Space, in which case, only the executor of the License, or any of his or her assignees, are authorized to do so. Evidence of any such assignment must be presented in writing to Virgo prior to execution of such request. Upon any changes to the Designated Space, a revised Annex I will be issued to Client for execution, and upon Virgo's countersign, such changes will be due to Client and subject to the same terms and conditions as contained in the original License.

4. **Use of Premises.** The Premises shall be used by Client for general office purposes and in accordance with the rules and regulations in Section 28 of the License. Other rules and regulations may be promulgated by Virgo from time to time. Client shall not offer to other clients at the Premises any of the services which Virgo provides without Virgo's prior consent. Client acknowledges that Virgo leases the Premises pursuant to a lease between Virgo and its landlord and that the License is subject and subordinate thereto.

5. **Rights.** Virgo and building personnel shall retain keys and reserve the right to enter the Designated Space to inspect the same, to make such reasonable repairs and alterations as they deem necessary, and the cost of any repairs resulting from the act or omission of Client shall be reimbursed to Virgo by Client upon demand. Virgo reserves the right to show the Designated Space to prospective clients, provided that Virgo will use reasonable efforts not to disrupt Client's business. Virgo retains the right to relocate Client to another comparable Designated Space in the Premises, provided that Client shall incur no increase in the fee as set forth in the Annex I, then in effect. Any reasonable costs incurred in connection with such relocation shall be borne by Virgo. If Client shall not remove all effects from the Premises upon termination of this License, Virgo may, at its sole option, remove all or part of said effects in any manner that Virgo shall choose and store the same without liability to Virgo for loss thereof. Client shall be liable to Virgo for all expenses incurred by such removal and in storage of said effects. Upon the termination of this License, wherein Client shall be liable in any amount to Virgo, Virgo shall have a lien upon the personal property and effects of the Client on the Premises. Virgo may at its option, without notice, sell at private sale all or part of said property and effects for such price as Virgo may deem best and apply the proceeds of such sale against any amounts due under this License from Client to Virgo including the expenses of the removal and sale.

6. **Service Deposit.** Upon execution of the License, Client shall deliver certified funds in an amount equivalent to twice the initial monthly recurring charges, as the Service Deposit. Upon any changes to the recurring charges during the term of the License, such Service Deposit will be adjusted accordingly so as to always be equivalent to twice the current monthly recurring charges. All additional Service Deposits will be due and payable to Virgo upon the execution of Client's request to add services or upon any rate increases to the existing License. The Service Deposit need not be kept separate and apart from other funds of Virgo. No interest shall be paid thereon, and these funds may be used by Virgo as part of its working capital. Clients shall not use the Service Deposit as payment for any amount that is payable to Virgo hereunder. If Client shall, at the end of the Term, have fully and faithfully complied with all of the terms and provisions of the License, paid all sums due to Virgo, surrendered the Designated Space in appropriate condition and surrendered all keys, access cards and building passes, the Service Deposit or any balance thereof, less any retained Service Deposits for continued services, shall be returned to Client, upon Client's written demand, no less than forty-five (45) days from termination date of License. If Client does not make such demand by the last business day of the third month following the termination date, Virgo will charge to Client on the first day of the next, and every successive month thereafter, an amount equal to two percent (2%) of the

outstanding Service Deposit balance. Virgo will not issue statements for these fees, and Client agrees, that any amounts due under this clause, will be deducted from the Service Deposit upon Client's demand.

7. Conditions. Upon execution of the License, Client shall deliver to Virgo, certified funds for the first month's recurring charges, any applicable sales tax and any prorate charges if applicable. Prior to commencement of services, Client shall provide to Virgo its Federal ID or Social Security number and a certificate of insurance naming Virgo as additional insured as described in Section 9 of the License. Client shall maintain such insurance for the entire term of the License, and evidence of such coverage shall be presented to Virgo upon each renewal of such insurance coverage. Client accepts the Designated Space and all its contents, including but not limited to the furniture, carpet and window coverings, in good, clean and sanitary order, condition and repair. Client shall maintain during the entire term of the License and return to Virgo upon termination of the License, the Designated Space in the same condition as when Client commenced the use thereof.

8. Extension and Termination. Subject to the provisions of the License, at the termination date, the term and License shall be automatically extended successively for the same period of time as the term in effect just prior to such date, subject to the same terms and conditions as contained in the License, with such successive period constituting a new term and the end of such successive term constituting a new termination date hereunder, unless either party gives notice to the other in writing of its intention to terminate with the "Required Days Notice" as indicated in the Annex I, attached hereto. Notwithstanding the above, all periods shall run to the last day of the month in which they would otherwise expire. Upon termination of the License, at the termination date or otherwise, or upon any revocation of the License, the Client shall cease all use of the Designated Space and the use of all other services immediately. For each and every month or portion thereof that Client continues use of the Designated Space after the termination of the License without the express written consent of Virgo, Client shall pay an amount equal to double the current monthly recurring service fees. Upon termination of the License, Virgo shall inspect the Designated Space for repairs defects and damages. Virgo reserves the right to assess a \$300 maintenance fee, and Client agrees to pay to Virgo, for such fees in connection with restoring the Designated Space to the condition as when received and in condition for relicensing to another client. Upon termination of the License, Client agrees to pay to Virgo, a sum of \$150, representing payment in advance of three (3) months, for the continuation of mail receipt services. If Client requires their mail to be forwarded to them, additional fees will apply. Client agrees to allow Virgo to retain, as a Service Deposit, an amount of \$100, which will be subject to the same terms and conditions as set forth in Article 6 of this agreement. Virgo will discontinue providing these services on the last business day of the third month following the termination of the License. If Client wishes to continue receiving these, or similar services, Client agrees to enter into a separate agreement with Virgo, which will detail the terms and conditions of such services.

9. Fees, Escalations, Payments and Penalties. Client agrees to pay to Virgo for all recurring services indicated in the Annex I, attached hereto, plus applicable sales taxes, without any deduction, offset, notice or demand. Charges for any other services provided to Client by Virgo shall be due and payable following the provision of an invoice for such services. Virgo reserves the right to amend the fees for the services it provides, provided that Client's recurring services will not be affected by such amendment during the term of the License, then in effect. Upon completion of the initial term and thereafter on each and every subsequent renewal date, Virgo may in its sole discretion, increase the fee for the Designated Space by an amount not to exceed the Escalation Rate, as set forth in the Annex I hereto, multiplied by the fee in effect immediately prior to such date, for the Designated Space. All sums payable hereunder shall be payable to Virgo on, or prior to the first day of the month. Virgo may, at its sole discretion and without prior notice, discontinue accepting credit cards and electronic fund transfers as approved forms of payment. If Client delivers to Virgo, as form of payment, negotiable instruments that are returned for insufficient funds on three (3) or more occasions, Virgo may require that Client use certified funds for all future payments. In all cases, Client agrees to pay to Virgo, customary fees in connection with the delivery of negotiable instruments lacking sufficient funds. Client shall assume a late charge equal to five percent (5%) of all amounts that have not been paid to Virgo within five (5) days of their respective due dates. If such amounts are not paid within thirty (30) days of their respective due dates, the License will be subject to termination, at the sole discretion of Virgo.

10. Liability and Insurance. Client expressly waives, and agrees not to make any claim for damages, direct or consequential, against Virgo or any of its, employees, principals and representatives arising out of any failure to furnish any utility, service or facility, any error or omission with respect thereto, or any delay or interruption of the same. Client's sole remedy and Virgo's sole obligation for any failure to render any service, any error or omissions, or any delay or interruption with respect thereto, is limited to an adjustment to Client's billing in an amount equal to the pro rata charge for such service for the period during which the failure, delay or interruption continues and such liability is conditioned upon Client's compliance with all stated procedures of Virgo relevant to such service. Client agrees that Virgo is not responsible for any articles left by Client or any person visiting Client on the Premises. Virgo is not responsible for office thefts or similar occurrences. Client agrees that Virgo is not responsible for loss of or damage to any document or other articles arising out of services provided by the U.S. Postal Service or any other carrier or private delivery service and further that Virgo is not responsible for loss or damage arising out of services provided by telephone and internet service providers or by any licensed common carrier or other third party that Virgo shall reasonably select to perform service for and on behalf of Client. Virgo is not liable for, and Client waives all right of recovery against Virgo and any of its employees, principals and representatives for any damage or claims with respect to, any injury to person or damage to, or loss or destruction of any property of Client, its employees, authorized persons and invitees due to any act, omission or occurrence in or about the Premises or the building. Without limitation of any other provision hereof, Client hereby agrees to indemnify, defend and hold harmless Virgo, its employees, principals and representatives from and against any liability to third parties arising out of Client's use and occupancy of the Designated Space or any negligent act or

omission of Client or Client's officers, directors, employees, shareholders, partners, agents, representatives, contractors, clients or invitees. Subject to the foregoing, Client assumes all risk of loss with respect to all personal property of Client, its agents, employees, contractors, and invitees, within or about the Premises or the building. Client hereby waives any and all rights of recovery against Virgo, its employees, principals and representatives for loss of or damages to its property or the property of others under its control, to the extent such loss or damage is covered by any insurance policy. If the Premises is made unusable, in whole or in part, by fire or other casualty not due to negligence of Client, Virgo may, at its option, terminate the License upon notice to Client, effective upon such casualty, or may elect to repair, restore or rehabilitate, or cause to be repaired, restored or rehabilitated, the Premises without expense to Client, within ninety (90) days or within such longer period of time as may be required because of events beyond Virgo's control. Any recurring service fees shall be abated on a per diem basis for the portions of the Designated Space that are unusable during any such time. Client acknowledges that it is the Client's responsibility to maintain insurance coverage, naming Virgo as additional insured, with liability limits of not less than \$1,000,000 per occurrence and \$50,000 per occurrence for property damage and loss. Client agrees to waive subrogation against the landlord of the building and other tenants of the building.

11. Default and Remedies. Client shall be deemed to be in default under the terms of the License if Client defaults on the due and punctual payment of invoiced balances or if Client defaults in the prompt and full performance of any other provision of the License and any such performance default continues in excess of five (5) business days after written notice by Virgo, or if Client shall become insolvent and/or voluntarily or involuntarily seek protection of the Bankruptcy Act. Should Client be in default hereunder, Virgo may, if Virgo so elects, without any additional notice of such election or demand to Client, terminate the License without releasing Client in whole or in part, from the Client's obligations hereunder. In the event of such termination, Virgo may, at its option, declare the entire amount of the current recurring service fees, which would become due and payable during the remainder of the term, to be due and payable immediately, in which event, Client agrees to pay the same at once. Virgo may, at its option, also use, apply or retain in whole or in part the Service Deposit for payment of any sums due hereunder or for the payment of any other sum that Virgo may spend by reason of such default. Virgo shall have the option, in its sole and absolute discretion, to terminate the provision of any and all services being provided to Client hereunder including, without limitation, telephone, mail and internet services and access to the Premises and Designated Space. Virgo may pursue any other remedy now or hereafter available to Virgo. Virgo's exercise of any right or remedy shall not prevent it from exercising any other right or remedy allowable as a matter of law or equity. Client agrees to pay all costs and expenses, including reasonable legal fees, expended or incurred by Virgo in connection with the enforcement of the License, the collection of any sums due hereunder, any action for declaratory relief in any way related to the License, or the protection or preservation of any rights of Virgo hereunder. Virgo shall in no way be liable to compensate Client for any damages which Client may suffer by reason of Virgo's enforcement of any of Virgo's rights hereunder or any other action taken by Virgo pursuant hereto. Virgo shall retain no responsibility for any of Client's personal property, including records and files located in the Designated Space, in the event Virgo exercises its rights against Client pursuant hereto.

12. Non-Solicitation. Client agrees that during the term of the License and within one (1) year of the termination of the License, neither Client nor any of its principals, employees or affiliates will hire directly or as an independent contractor any person who is at that time, or was during the term of the License, an employee at Virgo. In the event of a breach of any obligation of Client contained in this paragraph, Client shall be liable to Virgo for, and shall pay to Virgo, on demand, liquidated damages in the sum of \$10,000.00 for each employee with respect to whom such breach shall occur.

13. Entire Agreement. This License, including the Annex I and any subsequent revisions, contains the entire agreement among the parties with respect to the matters set forth herein and supersedes all prior contracts and other agreements, written or oral, with respect thereto.

14. Waivers and Amendments. This License may be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties hereto or, in the case of a waiver, by the party waiving compliance. No receipt of money by Virgo shall be deemed to waive any preceding breach by Client of any term, covenant or condition of the License, other than, if so indicated by Virgo, the failure of Client to pay for the particular charge so accepted.

15. Governing Law. The License shall be governed by, and construed and enforced in accordance with and subject to, the laws of the state in which it was executed applicable to agreements made and to be performed entirely within such state.

16. Binding Effect; Benefit. The License shall insure to the benefit of and are binding upon the parties hereto and their respective successors and permitted assignees. Nothing in the License, expressed or implied, is intended to confer on any person other than the parties hereto and the Virgo persons, any rights, remedies, obligations or liabilities under or by reason of the License.

17. Assignment and Sublet. The License or any interest under it is not assignable by Client and Client shall not sublet all or any portion of the Designated Space nor permit the use by persons other than the Client of all or any part of the Designated Space without the prior written consent of Virgo. Virgo may assign the License and/or any fees hereunder and Client agrees to attorn to any such assignee.

18. Severability. If any term, provision, covenant or restriction of the License, or any part thereof, is held by a court of competent jurisdiction or any foreign, federal, state, county or local government or any other governmental, regulatory or administrative agency or authority to be invalid, void, unenforceable or against public policy for any reason, the remainder of the terms provisions, covenants and restrictions of the License shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

19. Notices. Any notices or other communication by Client to Virgo, required or which may be given hereunder, shall be in writing and may be delivered personally, by certified mail, facsimile or electronic mail to Virgo's attention at the Premises indicated on the Annex I

hereto, and shall be deemed given when so delivered. Any notices to Client by Virgo shall be delivered in the same manner. Any notices that are delivered by Virgo to Client via certified mail will be sent to Client's address at the Premises, and Client authorizes Virgo's staff to accept such notices on behalf of the Client.

20. Joint and Several Liability. All parties signing the License, as a partnership or co-signing individuals shall be jointly and severally liable for all obligations of Client.

21. Brokers. Client represents and warrants to Virgo that there are no agents, brokers, finders or other parties with whom Client has dealt who are or may be entitled to any commission or fee with respect to the License, other than the broker (if any) set forth on the Annex I hereto, which commission or fee shall be the sole responsibility of Virgo, unless otherwise negotiated with Client.

22. License Granted. The License is not intended to create a lease or any other interest in real property in favor of the Client, but merely creates a revocable License in accordance with the terms hereof. This agreement grants Client the License to use the Premises and Designated Space for the specific purposes herein set forth without diminution of the legal possession or control thereof by Virgo and shall be revocable at the option of Virgo, upon the destruction of the Premises, the termination of Virgo's lease with the landlord for the Premises, or the breach by Client of any term or condition herein set forth. Client acknowledges that the License does not constitute a real estate transaction, and agrees that any dispute regarding occupancy of the Designated Space will be resolved through arbitration as described in Section 24 of the License.

23. Postal Regulations. Client acknowledges that Virgo will comply with U.S. Postal Service regulations regarding Client mail, and upon termination of the License, it will be the Client's responsibility to notify all parties of termination of the use of the address at Virgo and assigned telephone and facsimile numbers.

24. Arbitration. Any disputes arising under the License or any breach of this agreement shall be determined by arbitration in the city and state in which it was executed, in accordance with the rules of the American Arbitration Association then in effect, by a single arbitrator selected by mutual agreement of the parties or, if the parties are unable to agree on an arbitrator, by the Association; provided that this provision shall not restrict the right of either party to institute a legal proceeding to enable such party to obtain temporary injunctive relief during the pendency of any such arbitration. A determination of the dispute by the arbitrator shall be final and binding on the parties to the extent permitted by law. The cost of the arbitration, other than attorneys or other consulting fees, shall be borne equally by the parties.

25. Legal Counsel. The parties acknowledge and agree (i) that the License has been fully negotiated by and between the parties in good faith and is the result of the joint efforts of both parties, (ii) that both parties have been provided with the opportunity to consult with legal counsel regarding its terms, conditions and provisions, and (iii) that regardless of whether or not either party has elected to consult with legal counsel, it is the intent of the parties that in no event shall the terms, conditions or provisions of the License be construed against the party which has drafted this agreement.

26. Time of Essence. Time is of the essence as to the performance of all covenants, terms and provisions of the License by Client.

27. Further Actions. Each of the parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of the License and as are not inconsistent with the terms hereof.

28. Rules and Regulations. Client's employees and guests will conduct themselves in a businesslike manner; proper business attire will be worn at all times; the noise level will be kept to a level so as not to interfere with or annoy other Clients, and Client will abide by Virgo's directives regarding matters common to all occupants. Client, without prior consent, agrees not to use any form of wired telecommunications other than the equipment and services that are provided by Virgo. Client agrees to use chair mats and desk pads in the Designated Space and any damages from failure to use the same will be the responsibility of Client. Client shall not unlock or prop open any corridor doors, exit doors or doors connecting corridors during or after business hours. Client shall only use public areas with the consent of Virgo and those areas must be kept neat and attractive at all times. All corridors, halls, elevators and stairways shall not be obstructed by Client's possessions, or used for any purposes other than egress or ingress. No identifying signage, other than those provided by Virgo, or other notices or advertisements shall be inscribed, painted, or affixed on any part of the corridors, doors or public areas. Client shall not, without Virgo's prior written consent, store or operate in the Designated Space or the Premises any reproduction equipment, heating equipment, stoves and microwave ovens, vending or coin-operated equipment, refrigeration or coffee equipment, industrial machinery, manufacturing equipment, do any cooking therein, or use or allow to be used in the building, oil burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed hazardous on account of a fire or any explosives shall be brought into the Premises. No offensive gases, odors or liquids will be permitted in the Premises. No action that may increase Virgo's insurance premiums for the Premises shall be permitted. If Client requires any special installation or wiring for electrical use, cable TV or otherwise, such wiring shall be done at Client's expense by personnel designated by Virgo. Client will not bring animals into the building and Premises. Client shall not remove furniture, fixtures or decorative material from the Designated Space without the written consent of Virgo and such removal shall be under the supervision and regulation of Virgo and the building. Client will not use the Designated Space for lodging or sleeping or for any immoral or illegal purposes. No additional locks or bolts of any kind shall be placed upon any of the door or windows of the Designated Space or the Premises by Client nor shall any changes be made on existing locks or mechanisms thereof. Client shall, before leaving the Designated Space unattended for an extended period of time, closely and securely lock all doors and shut off all lights and other electrical apparatus. Any damages resulting from failure to do so will be paid for by Client. Canvassing, soliciting or peddling in the building is prohibited and Client shall not solicit other Virgo clients for any business or other purposes without the prior written approval of Virgo. Smoking is prohibited in all areas of the Premises including the

