

TERMS AND CONDITIONS

1. **ALL VIRTUAL PLAN CLIENTS.** As a client, you are granted a revocable license (the "License") to use the virtual services provided to you.

The virtual plans provides access to the common areas in the center and meeting rooms for an additional fee. Use of the common areas requires a signature of the meeting room and day office policies that acknowledges that you will abide by the center's rules of general application to all licensees, as amended from time to time.
2. **SERVICES.** In addition to your virtual plan, we provide you with services on an as requested basis. The fee schedule for these services is available upon request. The fees are charged to your account and are payable on the service fee payment date. The fee schedule is updated from time to time, effective immediately.

PLEASANTON BUSINESS SOLUTIONS, INC. ("PBS") and vendors designated by PBS are the only service providers authorized to provide services in the center. You agree that neither you nor your employees will solicit or provide other clients of the center any service provided by PBS or its designated vendors.
If you default on your obligations under this agreement, you agree that PBS may terminate any and all services including telephone services without advance notice.
3. **PAYMENTS.** You agree to pay the monthly fixed and additional service fees and all applicable sales or use taxes on the payment dates due (1st of each calendar month). If you dispute any portion of the charges on your bill, you agree to pay the undisputed portion on the designated payment date. No payments shall be deemed or interpreted to be a security deposit. All charges must be disputed within thirty (30) days of when they become due or you waive your right to dispute such charges. You may be charged a late fee of five percent (5%) of the delinquent amount for any late payments made.

When you sign this agreement, you are required to pay your fixed fee, set-up fees and a refundable retainer. The refundable retainer will not be kept in a separate account from the other funds of PBS, and no interest will be paid to you on this amount. The refundable retainer may be applied to outstanding charges at any time at our discretion. We have the right to require that you replace retainer funds that we apply to our charges. Upon expiration or earlier termination of this agreement, if you have satisfied all of your payment obligations, we will refund you this retainer within forty-five (45) days.
4. **OUR LIMITATION OF LIABILITY.** You acknowledge that due to the imperfect nature of verbal, written and electronic communications, neither PBS nor the building landlord nor any of their respective officers, directors, employees, shareholders, partners, members, agents or representatives shall be responsible for damages, direct or consequential, that may result from the failure of PBS to furnish any service, including but not limited to conveying messages or other communications, providing any utilities, phone or internet connections, etc. Your sole remedy and PBS' sole obligation for any failure to render any service, any error or omission or any delay or interruption of any service is an adjustment to your bill in an amount equal to the charge for such service for the period during which the failure, delay or interruption continues.

WITH THE SOLE EXCEPTION OF THE REMEDY DESCRIBED ABOVE, CLIENT EXPRESSLY AND SPECIFICALLY AGREES TO WAIVE, AND AGREES NOT TO MAKE ANY CLAIM FOR, DAMAGES, DIRECT OR CONSEQUENTIAL, INCLUDING WITH RESPECT TO LOST BUSINESS OR PROFITS, ARISING OUT OF ANY FAILURE TO FURNISH ANY SERVICE, ANY ERROR OR OMISSION WITH RESPECT THERETO OR ANY DELAY OR INTERRUPTION OF SERVICES. PBS DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. **LICENSE AGREEMENT. THIS AGREEMENT IS NOT A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY. YOU HAVE NO RIGHTS AS A TENANT. INSTEAD, IT IS A CONTRACTUAL ARRANGEMENT THAT CREATES A REVOCABLE LICENSE, WHICH MAY BE REVOKED BY PBS AT ANY TIME AND FOR ANY REASON, IN ITS SOLE AND ABSOLUTE DISCRETION. PBS retains legal possession and control of the center and the office assigned to you.** Our obligation to provide you virtual services is subject to the terms of our lease with the building. This agreement terminates simultaneously with the termination of our lease or the termination of the operation of our center for any reason. As a client you do not have any rights under our lease with our landlord. When this agreement is terminated because the term has expired or otherwise, your license to occupy the center is revoked.
6. **DAMAGES AND INSURANCE.** You are responsible for any damage you cause to the center.
7. **DEFAULT.** You are in default under this agreement if (a) you fail to abide by the terms and conditions and or rules and regulations of the center as in effect at any time; (b) you do not pay your fees on the designated payment date and after written notice of this failure to pay, you do not pay within three (3) days; or (c) you otherwise fail to comply with any terms of this agreement. If the default is unrelated to payment, you will be given written notice of the default and, in the sole discretion of PBS, you may be given ten (10) days in which to correct the default; otherwise, PBS may terminate your License immediately.
8. **TERMINATION.** Notwithstanding anything elsewhere contained herein to the contrary, the License may be revoked by PBS at any time and for any reason, in its sole and absolute discretion upon at least five (5) days' advance written notice to you. You have the right to terminate this agreement on no less than ten (10) days' advance written notice if (a) your mail or telecommunications service is cut for a period of ten (10) consecutive business days; (b) if your business is sold to an unrelated third party.
9. **RESTRICTION ON HIRING.** Our employees are an essential part of our ability to deliver our services. You acknowledge this and agree that, during the term of your agreement and for six (6) months after its expiration or earlier termination, neither you nor any of your affiliates will hire any of our employees. If you or they do hire one of our employees, you agree that actual damages would be difficult to determine and therefore you agree to pay liquidated damages in the amount of fifty percent (50%) of the annual base salary rate of the employee hired. You agree that this liquidated damage amount is fair and reasonable.
10. **MISCELLANEOUS.**
 - A. All notices are to be in writing and may be given by registered mail or certified mail, return receipt requested, postage prepaid; by overnight courier or by hand delivery, addressed to PBS or client at the address listed on the reverse side of this agreement.
 - B. You acknowledge that PBS will comply with U.S. Postal Service regulations regarding client mail. Upon termination of this agreement, you must notify all parties with whom you do business of your change of address. **YOU AGREE NOT TO FILE A CHANGE OF ADDRESS FORM WITH THE POSTAL SERVICE. FILING OF SUCH A FORM MAY FORWARD ALL MAIL ADDRESSED TO THE CENTER TO YOUR NEW ADDRESS.** In addition, all telephone and facsimile numbers and email addresses are the property of PBS. These numbers will not be transferred to you at the end of the term. For a period of up to ninety (90) days after the expiration of this agreement, PBS may, at an additional cost to client, forward and/or provide your new telephone number and address to all incoming callers and will hold or forward your mail or facsimiles at the current center rate structure.
 - C. In the event a dispute arises under this agreement, you agree to submit the dispute to binding arbitration before a single arbitrator pursuant to the rules of and before the American Arbitration Association in the metropolitan area in which the center is located. The non-prevailing party in any dispute, as determined by the arbitrator or court, shall pay the prevailing party's attorneys' fees and costs, including through enforcement of any award, judgment or decree. Nothing in this paragraph will prohibit PBS from seeking equitable relief, including without limitation any action for your removal from the center after the License has expired or terminated.
 - D. This agreement is governed by the laws of the State of California without regard to conflicts of laws principles.
 - E. You may not assign this agreement without PBS' prior written consent, which will not be unreasonably withheld.
 - F. This agreement, together with the rules of the center in effect from time to time, is the entire agreement between you and PBS. It supersedes all prior agreements.

This agreement will renew for a month to month term, at the then current rates for the offices and services as in effect as of the effective date of renewal, if (1) not earlier terminated pursuant to the Terms and Conditions above and (2) if either party serves written notice of renewal on the other at least thirty (30) days in advance of the scheduled date of expiration.

Such notice may be served in person, delivered by courier or mailed by certified mail, postage prepaid, return receipt requested, to the Center address shown above. Client shall only be entitled to renew if Client is not, at the time of renewal, in breach or default of any term or provision herein.

Client agrees that the Terms and Conditions above are also part of the agreement between Client and the Center and are fully binding upon Client.