

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), made as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between THE WHITE BOARD ("The White Board") and \_\_\_\_\_, a \_\_\_\_\_, having an address at \_\_\_\_\_ ("Licensee"). The White Board leases a suite of offices in the Gilman Village center at 317 NW Gilman Boulevard, Suite #29, Issaquah, WA 98027 ("Premises").

1. Grant of License. Subject to the terms of this Agreement, The White Board grants to Licensee a revocable license ("License") to use the following amenities on a nonexclusive basis in common with The White Board and others (select all that apply):

The general office amenities in the Premises including casual seating areas, community desks, kitchenette with coffee, bathrooms and internet service ("General Amenities");

A dedicated desk in the Premises designated as desk no. \_\_\_\_\_; Not currently offered.

Secure storage in the storage space(s) designated as storage space no(s). Not currently offered.

and such other parts of the Premises ancillary thereto as may be designated for use by The White Board from time to time (collectively, the "Licensed Amenities"). The White Board may from time to time schedule events in the Premises which may render the Licensed Amenities and Premises temporarily unavailable for use by Licensee. Licensee acknowledges and agrees that such temporary unavailability shall not constitute a default by The White Board of its obligations hereunder or entitle Licensee to an offset or reduction of the License Fee.

2. Term; Termination of License. The term of this Agreement ("Term") shall be as follows (select one):

One Day Pass. The Term shall be for \_\_\_\_\_ .

Specified Term. The Term shall begin on \_\_\_\_\_ and shall expire on \_\_\_\_\_, unless sooner terminated as provided in this Agreement.

Unless terminated earlier as provided elsewhere in this Agreement, either party may terminate the License by giving thirty (30) days advance written notice of termination to the other party pursuant to the provision applicable to the delivery of notices below. Terminations are effective at the month end following the date of the notice plus 30 days. **Unless terminated, Specified Term Licenses will renew on a month-to-month basis following the initial term at the then current rate.**

Upon termination of this Agreement and the License granted hereunder, neither party shall be entitled to recover from the other any loss or expense resulting from termination of the License, including without limitation lost profits or costs or expenses incurred in connection with the License, provided that the foregoing shall not limit The White Board's ability to recover unpaid License Fees under Sections 4 and 6 below.

In order to promote and maintain the harmonious use of the Premises by Licensee and others, The White Board may adopt and revise from time to time, such rules and restrictions ("Rules and Restrictions") regarding the use of the Licensed Amenities and Premises as The White Board may deem necessary or advisable in its sole discretion. Licensee agrees to observe such Rules and Restrictions and agrees that

violations of such Rules and Restrictions shall constitute a default under this Agreement. The initial Rules and Restrictions are attached hereto as Exhibit A.

3. License Fee; Deposit.

3.1 License Fee. Licensee shall to pay The White Board a fee for the License to use the Licensed Amenities (“License Fee”) in the following amount (select one):

- One Day Pass. A one-time License Fee of \$25.
- Specified Term. A License Fee of \$300 per month. Founder and promotional discounts may apply as follows: \_\_\_\_\_
- Specified Term. An Add-on License Fee of \$150 per month for additional licensees associated with the primary licensee’s business. Founder and promotional discounts may apply as follows: \_\_\_\_\_
- Private Desk. A License Fee of \$100 per month. Not currently offered.
- Mailbox. At Meadow Creek Business Center. \$37.50 per month
- Virtual Office. Mailbox, phone #, answering and forwarding. \$150 per month

3.2 Deposit. If Licensee’s License includes the use of a Dedicated Desk, Licensee shall pay to The White Board a security deposit of \$400 (“Deposit”) for the faithful performance by Licensee of the terms of this Agreement, to be returned to Licensee without interest, on the full and faithful performance by Licensee of the provisions hereof. The White Board shall have the right to apply all or any part of the Deposit to the cost to repair any damage to the Licensed Amenities or cure any default by Licensee under this Agreement. In the event of any such application of the Deposit, Licensee shall, on demand, immediately pay to The White Board the amount necessary to replenish the Deposit to the amount set forth in this Section 3.2.

3.3 Payment of License Fee/Deposit. The License Fee and Deposit, if any, shall be paid either by credit/debit card or by debit from Licensee’s checking account through an ACH process in advance as follows:

(i) One-Day Pass. In the case of a One-Day Pass, the License Fee shall be paid in full on or before the commencement of the Term, and

(ii) Specified Term/Month to Month Term. In the case of a Specified Term or a Term from Month to Month, the License Fee shall be paid automatically by credit/debit card or by a debit from Licensee’s checking account on or before the first day of the Term and on the first day of each calendar month thereafter during the remainder of the Term.

The License Fee for the first period during the Term of this Agreement (in the case of a Specified Term or a Term from Month to Month) that is for less than one month shall be prorated for the actual number of days between the first day of the Term and the first day of the first full calendar month during such Term. There shall be no proration or apportionment of the License Fee at the end of the Term, except in the event The White Board terminates this License Agreement under Section 2 above. To facilitate payment of the License Fee for a Specified Term or Month to Month Term, the Licensee shall complete and return

to The White Board the Authorization Agreement Form for Credit/Debit Card Payment and Electronic ACH attached hereto as Exhibit B (“Authorization Form”). Upon request by The White Board, Licensee shall complete and return Authorization Forms from time to time to maintain authorization for the automatic payment of the License Fee.

4. Late Payments. Payments of the License Fee not received by The White Board by the fifth (5<sup>th</sup>) day of each month will be subject to a late payment penalty of five percent (5%) of the delinquent amount or \$25, whichever is greater. A \$75 charge will be paid by Licensee to The White Board for each dishonored payment. In addition, any License Fees or other sums due under this Agreement to The White Board that is not paid when due shall bear interest at a rate of 12% per annum on the day such License Fee or other sum was due. The existence or payment of charges and interest under this Section shall not cure or limit The White Board’s remedies for any default by Licensee under this Agreement.

5. Use; Incorporation of Terms of Lease. The Licensed Office shall be used by Licensee solely for general office purposes and for no other purpose without the prior written consent of The White Board. This Agreement is subordinate to the Lease Agreement dated September 17, 2012 under which The White Board is “Lessee” and Gilman Village is “Lessor” and Licensee’s use of the Licensed Amenities is subject to all terms and conditions of the Lease. Licensee expressly acknowledges that a violation of any of the terms and conditions of the Lease shall constitute a breach of this Agreement entitling The White Board to exercise all of its rights and remedies for default under this Agreement.

6. Default; Remedies. Licensee agrees and covenants to pay said License Fee and all other amounts due under this Agreement when due, without any deduction therefrom whatsoever, and to abide by and perform all covenants on its part to be performed, including without limitation the Rules and Restrictions. In the event of any default hereunder or other breach by Licensee, The White Board shall have the right to immediately terminate the License, bar the Licensee from the Premises and recover possession of the Licensed Amenities, by self-help, legal process or otherwise, without notice to or demand made upon the Licensee. In such event, the Licensee hereby authorizes the entry of judgment for such possession and for any amount then due and owing under this License Agreement in any court of competent jurisdiction and further waives any stay of execution thereof. In the event that The White Board shall find it necessary to expend any monies as costs, attorney fees, or other expenses in legally enforcing any provisions of this Agreement, collecting amounts due hereunder, or enforcing this Agreement, Licensee agrees to be liable therefor and hereby authorizes the entry of judgment against Licensee in such amount.

7. Licensee's Rights, Obligations and Duties. Licensee has inspected the Licensed Amenities and hereby acknowledges Licensee's acceptance of the same as presently existing for the purposes of use by Licensee as herein contemplated. Licensee shall make no alteration or modification to the Licensed Amenities or to any structure erected thereon, including any signs, without the prior written consent of The White Board, which may be withheld in The White Board’s sole discretion. Licensee shall not assign this License nor permit any total or partial assignment thereof by operation of law, equity or otherwise, nor let or sublet the whole or any part of the Licensed Amenities. Licensee shall quit and surrender the Licensed Amenities, when the Agreement is terminated, in as good condition as when received, reasonable wear and tear excepted. Licensee shall cause no damage to the Licensed Amenities and shall maintain the Licensed Amenities in good repair. Licensee shall neither permit nor suffer waste to the Licensed Amenities. Licensee warrants that it has inspected the Licensed Amenities and any and all improvements located thereon and accepts the same “as-is” and in its present condition.

8. Indemnification. Licensee will indemnify The White Board and save it harmless and, at The White Board’s option, defend it from and against any and all claims, actions, damages, liabilities and/or expenses (including attorney’s fees) in connection with loss of life, bodily injury, personal injury and/or damage to property arising from or out of the condition of the Licensed Amenities or the occupancy or

use by Licensee of the Licensed Amenities or any part thereof occasioned wholly or in part by any act or omission of Licensee, Licensee's invitees, agents, contractors or employees. Licensee shall be solely liable to pay or reimburse The White Board upon demand for all cost and expense associated with damages to the Licensed Amenities resulting from Licensee's misuse, waste, or neglect or that of Licensee's employee, family, agent, or visitor, regardless of whether The White Board may hold a Deposit.

9. Limitation of License. It is specifically understood and agreed by Licensee and The White Board that neither the execution of this Agreement nor the use of the Licensed Amenities by Licensee shall be deemed to create or vest in the Licensee any interest in the Premises as a tenant or subtenant of Licensee. Licensee is an independent contractor, not an employee or partner of The White Board. As an independent contractor, Licensee shall be solely responsible the operation of its business including without limitation the provision of any services to Licensee's clients in the Premises. The White Board shall have no control over the performance of Licensee's business activities in the Premises and shall not be responsible for the means and manner employed by Licensee in conducting such activities.

10. Notices. Any notices to be delivered under this Agreement shall be deemed to be received by a party three (3) days after such notice is both: (i) deposited in the U.S. certified mail, postage prepaid, and (ii) by either fax or email with written confirmation of delivery, addressed as follows:

If to Licensee:

\_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Dated as of the date first written above.

Licensee: **[if Licensee is an individual]**

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Licensee: **[if Licensee is a business entity]**

\_\_\_\_\_

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

If to The White Board:

22525 SE 64<sup>th</sup> Place, Suite 200,  
Issaquah, WA 98027

Fax: (425) 557-3605

Email: Audrey@TheWhiteBoard.biz

The White Board:

HUMERLIS, INC., a Washington corporation,  
dba THE WHITE BOARD

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A TO  
LICENSE AGREEMENT

Rules and Restrictions

The following rules and restrictions are part of the License Agreement between The White Board and Licensee.

1. Licensee will not use or permit to be used in the Licensed Amenities or Premises anything that may or will: (a) deface or injure the Licensed Amenities or Premises or any furniture or fixtures in the Licensed Amenities or Premises; or (b) take any action in any way tending to create a nuisance or to disturb any other licensee or occupant of any part of the Premises.
2. Licensee shall not mark, drive nails, screw or drill into woodwork or plaster, or paint or in any way deface the Licensed Amenities or Premises, or fixtures therein. The expense of remedying any breakage, damage or stoppage resulting from a violation of this rule shall be borne solely by Licensee.
3. The White Board shall cause the heating, ventilating and air conditioning (HVAC) system to be operated on a variable basis depending on the time of day. If you require temperature to be set for a specific level for a certain period, please contact the staff.
4. The White Board reserves the right to exclude or expel from the Premises any person who, in the judgment of The White Board is under the influence of alcohol or drugs, poses a physical threat to persons or property, or who is otherwise in violation of any of these rules and restrictions.
5. Licensee and its guests and invitees shall obey all traffic and parking regulations as posted throughout the office building by the landlord.
6. 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 in such apparatus and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Licensee who, or whose employees or invitees, caused the damage.
7. Smoking is prohibited within the Premises.
8. To ensure that a professional office atmosphere is maintained, children under the age of 18 years are not permitted in the Premises and must leave immediately upon request.
9. Licensee shall not use, or permit or suffer the Licensed Amenities and Premises to be occupied or used in a manner offensive or objectionable to The White Board or other occupants of the Premises by reason of conduct, noise, odors, and/or vibrations, or interfere in any way with other licensees or those having business in the Premises. Nor shall any animals or birds (other than service animals) be brought in or kept in or about the Licensed Amenities or Premises, provided that guide dogs may be permitted by prior agreement with The White Board.
10. Licensee shall not use, or permit or suffer the Licensed Amenities and Premises to be used, for any activity deemed by The White Board in its sole discretion to be disreputable or harmful to the reputation of The White Board or Gilman Village. By way of illustration, and not limitation, such prohibited uses include the use of the Licensed Amenities for business engaged in the production, sale or

distribution of adult videos or products and drug paraphernalia, or speech or activities that are deemed unduly offensive, shocking, or disruptive by The White Board.

11. The White Board reserves the right to make such other and further reasonable regulations as in its judgment may from time to time be needed or desirable for the safety, care and cleanliness of the Licensed Amenities and Premises.

12. The White Board may install equipment to control Licensee's access to the Premises and/or Licensed Amenities such as a keypad, thumb-print reader or card key equipment. Licensee agrees to adhere to The White Board's reasonable requirements relating to the use of such access equipment. Under no circumstances are access codes or card keys to be shared or used by anyone other than the person to whom it is issued.

13. For security purposes, The White Board may install video cameras or other monitoring equipment in or about the Premises. Licensee consents to recordation by such equipment.

EXHIBIT B TO  
LICENSE AGREEMENT

Authorization Agreement Form for Credit/Debit Card Payment and Electronic ACH

The White Board will automatically charge your credit/debit card or debit your checking account through an ACH process each month on your payment due date to pay your invoice for the Licensed Amenities. Please complete the form below and return the original to The White Board.

ACH AND CREDIT/DEBIT CARD AUTHORIZATION AGREEMENT

I (we) authorize and request Humerlis, Inc., hereinafter called Company, to initiate electronic debit entries (ACH), credit card and/or use any other commercially accepted practice to charge my (our) account indicated below in the financial institution named below, hereinafter called Bank. I (we) authorize and request Bank to honor the debit entries initiated by Company and debit these charges to that account. This authorization relates to all payments required on my (our) Company account identified below and the related contract. It also covers changes in amounts and payments due because of additional agreements between me (us) and Company that relates to the contract. Company has right to automatically charge my (our) credit/debit card and/or checking account for any unpaid balances that are deemed past due and/or in collection status. This authorization is to remain in full force and effect until all amounts owed related to the contract are paid in full, or until I (we) cancel this authorization. To cancel, I (we) must notify Company and Bank in writing and give reasonable opportunity to act and must also satisfy in full all outstanding balances under the contract. If any unpaid balances are outstanding Company has full authorization to satisfy such balances in full by use of this authorization agreement form. I (we) agree that Company, in its sole discretion may terminate this agreement if my account should lack sufficient funds for payment. In the event Company is unable to secure funds from my bank account, credit card and/or use of any other commercially accepted practice for any reason, I (we) may be charged a return check fee and/or insufficient funds fee and further collection action may be undertaken to the full extent provided by law.

Humerlis Account No. \_\_\_\_\_ Driver's License No. \_\_\_\_\_

Social Security No. \_\_\_\_\_ Cell Phone No. \_\_\_\_\_

Check One:  Visa (credit/debit)  MC (credit debit)  Discover (credit/debit)  ACH

1. Credit Card/Debit Card Information (complete information below for credit/debit card transactions):

Card # \_\_\_\_\_ Exp. Date (MM/YY): \_\_\_\_\_ CVV Code (3 digits): \_\_\_\_\_

Name (as it appears on card): \_\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_ City, State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_

2. ACH Checking Account Information (complete the information below for ACH electronic debit transactions):  
**Not currently available**

Financial Institution Name: \_\_\_\_\_

Customer Name(s) on Checking Account: \_\_\_\_\_

9 – Digit ABA Routing Number: \_\_\_\_\_ Checking Account No. \_\_\_\_\_

Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_