

TENANT USERS OF SWINGSAPCE

These Tenant Terms of Service (this "Agreement") is a contract between you ("you") and SwingSpace LLC, Inc., a District of Columbia limited liability corporation ("SwingSpace", "we" or "us"). You must read, agree with and accept all of the terms and conditions contained in this Agreement in order to use our website located at www.SwingSpace.com (the "Site") and related software and services (collectively, the "SwingSpace Platform"). SwingSpace may amend this Agreement at any time by posting changes to the Site. Your continued use of the SwingSpace Platform after the effective date of a revised version of this Agreement constitutes your acceptance of its terms. This Agreement includes and hereby incorporates by reference the agreements and policies referred to or linked herein, including our [Privacy Statement](#), as such agreements and policies may be modified by SwingSpace from time to time in its sole discretion. In the event of a conflict between the terms of such policies and agreements and the terms of this Agreement, the terms of this Agreement control.

YOU UNDERSTAND THAT BY CHECKING THE BOX AND CLICKING THE "ACCEPT" BUTTON, OR BY USING THE SWINGSAPCE PLATFORM, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT IN ITS ENTIRETY, YOU MAY NOT ACCESS OR USE THE SWINGSAPCE PLATFORM. IF YOU AGREE TO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT. IN THAT EVENT, "YOU" AND "YOUR" WILL REFER AND APPLY TO THAT ENTITY.

1. THE SWINGSAPCE PLATFORM

1. Purpose of the SwingSpace Platform: The SwingSpace platform is the means for SwingSpace to offer services (the "Services") for landlords and their brokers (where applicable) (collectively, "Landlords") to post commercial properties for lease by potential tenants and their brokers (where applicable) (collectively "Tenants" and each, a "Tenant"). Under this Agreement, SwingSpace provides access to the Site and use of the SwingSpace platform to you in your capacity as a Tenant.
2. Eligibility: The use of the Site is available only to legal entities and persons who are at least eighteen (18) years old and are otherwise capable of forming legally binding contracts under applicable law.
3. SwingSpace's Proprietary Rights: SwingSpace and its licensors reserve all rights, title, ownership and interest in and to copyrights, trademarks, service marks, trade names, trade secrets, patents and any other rights to intellectual property, recognized in any jurisdiction, whether or not perfected, in and to the SwingSpace platform. You may not use the SwingSpace platform except as necessary for the purposes of discharging your obligations or exercising your rights under this Agreement. SwingSpace reserves the right to withdraw, expand and otherwise change the SwingSpace platform at any time in SwingSpace's sole discretion.

2. SWINGSAPCE GENERAL POLICIES

1. Content Transmitted Through the SwingSpace Platform:
 - a) With respect to the content or other materials (including without limitation code, video, images, information, data, text, software, music, sound, photographs, graphics or messages) you upload, post, publish or display through the SwingSpace Platform or share with or email, communicate or otherwise distribute to other users or recipients in connection with your use of the SwingSpace Platform or otherwise provide ("transmit") to SwingSpace (collectively, such content and materials, "Content"), you represent and warrant that you own all right, title and interest in and to such Content, including, without limitation, all copyright and rights of publicity contained therein.

- b) By transmitting any Content you hereby irrevocably assign to SwingSpace, and agree to further assign as requested by SwingSpace, the entire right, title and interest in and to all such Content and all intellectual property rights therein, without requirement of any further compensation.
 - c) You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the SwingSpace Platform, or reviews you post with respect to the SwingSpace Platform or any property posted on the Site are non-confidential and SwingSpace is entitled to their unrestricted use and dissemination for any purpose, commercial or otherwise, without acknowledgment or compensation to you. Notwithstanding the foregoing, you acknowledge and agree that any feedback or ratings or other similar content posted by a Landlord in connection with you or any Services performed for or in connection with you will not be deemed to be libel, slander or otherwise unlawful.
2. Identity and Account Security: SwingSpace reserves the right to validate your information at any time, including but not limited to validation against third party databases or the verification of one or more official government or legal documents that confirm your identity. You authorize SwingSpace, directly or through third parties, to make any inquiries necessary to validate your identity and confirm your ownership of your email address or financial accounts. You are solely responsible for ensuring and maintaining the secrecy and security of your SwingSpace account password. You agree not to disclose this password to anyone and will be solely responsible for any use of or action taken through the use of such password on SwingSpace. You must notify SwingSpace support immediately if you suspect that your password has been lost or stolen. By using your SwingSpace account, you acknowledge and agree SwingSpace' account security procedures are commercially reasonable and appropriate.
3. Restrictions
- a) *Unauthorized Actions.* You will not access (or attempt to access) the Site by any means other than the interface provided, and you will not use information from the Site for any purpose other than the purpose for which it was made available. You are solely responsible for all Content you transmit.
 - b) *No Reverse Engineering.* The technology and software underlying the SwingSpace Platform or distributed in connection therewith (the "Software") is the property of SwingSpace, our affiliates and our partners. You will not, and will not attempt to, copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by SwingSpace.
 - c) *Enforcement of Agreement and Policies.* SwingSpace has the right, but not the obligation, to monitor your use of the SwingSpace Platform and any Content that you transmit to determine your compliance with the terms and conditions of this Agreement and to suspend or cancel your access to the SwingSpace Platform if SwingSpace believes that you have violated or acted inconsistently with the letter or spirit of this Agreement or violated our rights or those of another party. Without limiting SwingSpace's other remedies, we may suspend or terminate your account, use self-help in connection with our rights to reclaim any

available funds, and refuse to provide any further access to the SwingSpace platform to you if: (i) you breach any terms and conditions of this Agreement or other written policies and procedures posted on the Site; (ii) we are unable to verify or authenticate any information you provide to us; or (iii) we believe that your actions may cause legal liability for you, our other users or for SwingSpace.

4. Copyright and DMCA Policy: We respect the intellectual property rights of others and expect users to do the same. In appropriate circumstances and at our sole discretion, we may terminate and/or disable the access of users suspected to be infringing the copyrights (or other intellectual property rights) of others. Additionally, in appropriate circumstances and in our sole discretion, we may remove or disable access to material on any of our websites or hosted on our systems that may be infringing or the subject of infringing activity. In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA"), we will respond promptly to claims of copyright infringement that are reported to the agent that we have designated to receive notifications of claims of infringement ("Designated Agent"). Our Designated Agent may be reached:
via email: jameswray@jcwray.com
James C. Wray, Esq. Law Offices of James C. Wray
1497 Chain Bridge Road, Suite 204, McLean, VA 22101
via phone: (703) 422-4800

5. If you are a copyright owner (or authorized to act on behalf of the copyright owner) and have a good faith belief that your work's copyright has been infringed, please report your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, such as a specific URL address. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

6. Please note that Section 512(f) of the Digital Millennium Copyright Act may impose liability for damages on any person who knowingly sends meritless notices of infringement. Please do not make false claims. Any information or correspondence that you provide to us may be shared with third parties, including the person who provided us with the allegedly infringing material. Upon receipt of a bona fide infringement notification by the Designated Agent, it is our policy to remove or disable access to the infringing material, notify the user that it has removed or disabled access to the material, and, for repeat offenders, to terminate such user's access to the service. If you believe that your content should not have been removed for alleged

copyright infringement, you may send our Designated Agent a written counter-notice with the following information:

Identification of the copyrighted work that was removed, and the location on this Website where it would have been found prior to its removal; A statement, under penalty of perjury, that you have a good faith belief that the content was removed as a result of a mistake or misidentification; and Your physical or electronic signature, together with your contact information (address, telephone number and, if available, email address).

7. If a counter-notice is received by the Designated Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at our discretion.

3. PAYMENT TERMS, INVOICES AND PAYMENT METHODS

1. **SwingSpace Fees:** You will pay to SwingSpace all fees that are described on the Site ("Fees"). Typically, landlords are responsible for all leasing fees paid to brokers and SwingSpace. However, Tenant may be responsible for fees due to banks and payments services.
2. **Tax Reporting:** SwingSpace will have no responsibility for determining the necessity of or for issuing any tax forms, or for determining, remitting, or withholding any taxes applicable to Fees and you will be solely responsible for determining whether you are required by applicable law to file any tax forms or remit to the appropriate authorities any taxes or similar charges applicable to the Fees, and filing any such tax forms and remitting any such taxes or charges to the appropriate authorities. SwingSpace will have the right, but not the obligation, to audit and monitor your compliance with applicable tax laws as required by this Section. Further, in the event of an audit of SwingSpace, you will promptly cooperate with SwingSpace and provide copies of your tax returns, and other documents as may be reasonably requested for purposes of such audit.

4. WARRANTIES

You represent, warrant and covenant that:

1. You are not (a) a citizen or resident of a country in which use or participation in the SwingSpace platform is prohibited by law, decree, regulation, treaty or administrative act; (b) a citizen or resident of, or located in, a country or region that is subject to U.S. or other sovereign country sanctions or embargoes; or (c) an individual or an individual employed by or associated with an entity identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the Department of State's Debarred Parties List or otherwise ineligible to receive items subject to U.S. export control laws and regulations, or other economic sanction rules of any sovereign nation. you will not transmit any Content that: (A) infringes any intellectual property or other proprietary or privacy rights of any party; (B) you do not have a right to transmit under any law or under contractual or fiduciary relationships; (C) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (D) poses or creates a privacy or security risk to any person; (E) is unlawful, harmful, threatening, abusive, harassing, tortuous, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or

otherwise objectionable; or (F) in the sole judgment of SwingSpace, is objectionable or which restricts or inhibits any other person from using or enjoying the SwingSpace Platform, or which may expose SwingSpace or its users to any harm or liability of any type;

2. You will not interfere with or disrupt the SwingSpace platform or servers or networks connected to the SwingSpace platform, or disobey any requirements, procedures, policies or regulations of networks connected to the SwingSpace platform;
3. You will not violate any applicable local, state, national or international law, or any regulations having the force of law;
4. You will not impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
5. You have the right to market and lease any property you post on the Site on the terms offered through the Site, and the information regarding any such property that you provide is true and correct; and
6. Your performance of your obligations and exercise of your rights under this Agreement will not breach any agreement to which you are party, including with respect to keeping in confidence proprietary content, information, knowledge or data acquired by you in confidence or in trust outside of your engagement with SwingSpace.

5. CONFIDENTIAL INFORMATION

1. "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by SwingSpace or you (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to SwingSpace or you (as applicable) (the "Receiving Party") or which would be apparent to a reasonable person, familiar with Disclosing Party's business and the industry in which it operates, to be of a confidential or proprietary nature; provided, however, that the details of the Services (including the pricing and Fees pertaining thereto), reports and/or information related to or regarding the Services, or a Disclosing Party's business plans, strategies, technology, research and development, current and prospective customers, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified, unless such information is the subject of any of the exceptions set forth in the following sentence. Information and data will not be deemed Confidential Information hereunder if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party.
2. The Receiving Party acknowledges that it will have access to the Disclosing Party's Confidential Information. Except as provided in our [Privacy Policy](#), the Receiving Party agrees that it will not: (i) use any such Confidential Information in any way, for its own account or the account of any third party, except for the exercise of its rights and performance of its obligations under

this Agreement: or (ii) disclose any such Confidential Information to any party, other than furnishing such Confidential Information to its (a) employees who are required to have access to the Confidential Information in connection with the exercise of Receiving Party's rights and performance of its obligations under this Agreement, and (b) professional advisers (e.g., lawyers and accountants); provided, however, that any and all such employees and advisers are bound by agreements or, in the case of professional advisers, ethical duties, to treat, hold and maintain such Confidential Information in accordance with the terms and conditions of this Services Contract Policy. The Receiving Party will take all action reasonably necessary to protect the confidentiality of such Confidential Information, including implementing and enforcing procedures to minimize the possibility of unauthorized use or copying of such Confidential Information. In the event that the Receiving Party is required by law to make any disclosure of any of Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection.

6. YOUR ACKNOWLEDGMENT OF SWINGSACE' ROLE

1. **Third Party Websites:** The SwingSpace platform may provide, or third parties may provide, links or other access to other sites and resources on the Internet. SwingSpace has no control over such sites and resources and SwingSpace is not responsible for and does not endorse such sites or resources. You further acknowledge and agree that SwingSpace will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the SwingSpace platform are between you and the third party, and you agree that SwingSpace is not liable for any loss or claim that you may have against any such third party.
2. **Social Networking Services:** You may enable access to various online third party services through the SwingSpace platform, such as social media and social networking services ("Social Networking Services"). By logging in or directly integrating these Social Networking Services into the SwingSpace platform, we make your online experiences richer and more personalized. To take advantage of these features and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our [Privacy Policy](#). Please remember that the manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third parties, and SwingSpace will have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the SwingSpace Platform. In addition, SwingSpace is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, SwingSpace is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. SwingSpace enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or

recommendation.

7. WARRANTY DISCLAIMER

SwingSpace makes no express representations or warranties with regard to the services, site, SwingSpace platform or any activities or items related to this agreement. To the maximum extent permitted by law, SwingSpace disclaims all express and implied conditions, representations and warranties including, but not limited to, the warranties of merchantability, fitness for a particular purpose, and non-infringement. Section 10.2 states your sole and exclusive remedy against SwingSpace with respect to any defects, non-conformances or dissatisfaction.

8. LIMITATION OF LIABILITY

In no event will SwingSpace be liable for any special, consequential, incidental, exemplary or indirect costs or damages, litigation costs, replacement costs, installation and removal costs, or loss of data, production or profit. The liability of SwingSpace to any user for any claim arising out of or in connection with this agreement will not exceed the greater of: (a) US\$2,500; and (b) any fees paid to SwingSpace by you in connection with this agreement during the six (6) month period preceding the date of the claim. These limitations will apply to any liability, arising from any cause of action whatsoever, whether in contract, tort (including negligence), strict liability or otherwise, even if advised of the possibility of such costs or damages and even if the limited remedies provided herein fail of their essential purpose.

9. INDEMNIFICATION

You will indemnify, defend and hold harmless Landlord and SwingSpace and its and their subsidiaries, affiliates, officers, agents, employees, representatives and agents (each, an "Indemnified Party") from any and all claims, actions, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) arising from or relating to (whether directly or indirectly) your use of the SwingSpace Platform, receipt of Services by you or on your behalf, or any Content, your breach or violation of these Terms of Service, or your violation of any rights of another, including any claim that the performance or receipt of Services, or any Content, or any use thereof, infringe, misappropriate or otherwise conflict with any intellectual property or other proprietary rights of any third party.

10. TERM AND TERMINATION

1. Term: The term of this Agreement commences on the date of acceptance of this Agreement and continues in effect until terminated in accordance with Section 10.2.
2. Termination: Either party may terminate this Agreement at any time, with or without cause, effective immediately upon written notice to the other party (or by terminating or suspending your account).
3. Consequences of Termination: Termination of this Agreement will not relieve you of any outstanding payment obligations to SwingSpace or any other party pursuant to this Agreement. Upon expiration or termination of this Agreement for any reason, you shall immediately cease use of the SwingSpace platform.
4. Survival: Sections 1.3 through 13 will survive expiration or termination of this Agreement for any reason.

11. GENERAL

1. Entire Agreement: This Agreement, together with the other agreements and policies referenced herein, sets forth the entire agreement and understanding of the parties relating to its subject matter and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between them. No

modification or amendment to this Agreement will be binding upon SwingSpace unless in a written instrument signed by a duly authorized representative of SwingSpace. For the purposes of this Section 11.1, a written instrument will expressly exclude electronic communications such as email and electronic notices but will include facsimiles.

2. **No Waiver:** The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and will in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative of each party.
3. **Assignment:** You may not assign this Agreement, or any of its rights or obligations hereunder, without SwingSpace' prior written consent in the form of a written instrument signed by a duly authorized representative of SwingSpace. SwingSpace may freely assign this Agreement without your consent. Any attempted assignment or transfer in violation of this Section will be null and void *ab initio*. Subject to the foregoing restrictions, this Agreement will inure to the benefit of the successors and permitted assigns of the parties.
4. **Severability:** If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability, and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.
5. **Choice of Law:** This Agreement and any controversy, dispute or claim arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the District of Columbia, without regard to its conflict of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
6. **Our Relationship:** This Agreement and any registration for or use of this Site will not be construed as creating or implying any relationship of agency, franchise, partnership or joint venture between you and SwingSpace, except and solely to the extent expressly stated in this Agreement.

12. YOUR PRIVACY

SwingSpace respects the privacy of our users. For details please see our [Privacy Policy](#). By using the SwingSpace Platform, you consent to our collection and use of personal data as outlined therein.

13. NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, users of the SwingSpace Platform from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at: 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834 or via phone at (916) 445-1254 or (800) 952-5210.

You may contact us at SwingSpace Holdings, Inc. at (847) 580-4233.