

RULES AND REGULATIONS

(Referenced in the Service/License Agreement and made a part thereof)

RESPONSIBILITY FOR COMPLIANCE:

1. Client shall be responsible for compliance by Client, its employees, agents, representatives, clients, guests and invitees, with all Rules and Regulations in effect during the term of the Service/License Agreement with Merris Business Center, LLC (“hereinafter “Merris”).

SAFETY AND SECURITY:

2. Client will abide by Merris’ directives regarding security, keys, parking, and all other matters common to all clients of the Center. Keys and security passes remain the property of Merris, may not be duplicated, and shall be returned to Merris at the termination or expiration of the Service/License Agreement. No additional locks, bolts, or latches shall be placed upon any door or windows by Client nor shall any changes or alterations be made on existing locks or the mechanisms thereof without the prior written consent of Merris.

3. Client shall not conduct a mechanical or manufacturing business in the Center, nor use, allow to be used, or keep/store in the Center any flammable material, including without limitation, any explosives, kerosene, gasoline, benzene, camphene, and/or oil burning fluids. No firearms are permitted in the Center.

4. The stairwells shall be for emergency purposes only and shall not be obstructed by or otherwise used by Clients, its employees, agents, representatives, clients, guests and invitees. All sidewalks, corridors, hallways, and elevators shall not be obstructed or used for any purpose other than ingress and egress to and from Client’s office(s). Further Client agrees to take all reasonable steps to secure and protect the Center. Client will not prop open any corridor doors, exit doors, or doors connecting corridors during or after the Center’s regular business hours.

5. Outside of regular Center business hours, Merris may refuse admission to the Center to any person not known to any security personnel/watchman in charge (if provided) or not having a pass or key issued by Merris and/or not properly identified, and may require all persons admitted to or leaving the Building/Center outside of regular business hours, to register.

PROPER TREATMENT OF CENTER PREMISES AND EQUIPMENT:

6. Merris shall in all cases prescribe the method and manner in which any furniture, merchandise, safes, large packages, decorative items, or any other item shall be brought in or taken out of the Building/Center and the hours during which moving said items shall be allowed to take place. All damage done to the Building/Center as a result of the transferring of said items in or out of the Building/Center or by reason of being placed therein shall be the sole responsibility of

Client. All furniture, safes, decorative items, and/or fixtures shall be provided with proper supports, glides, or castors which shall meet with the prior approval of Merris.

7. Common areas within the Center shall be shared on a non-exclusive basis, except that conference rooms within the Center may be reserved in advance through Center management. Client shall be responsible for cleaning any such conference room area following use thereof by Client or its representatives and shall return it to the same condition it was in prior to its use by Client.

8. No alterations or modifications to Client's office(s), the corridors, windows, walls and/or any other part of the office(s), shall be made, nor painting performed, without the express written consent on each occasion of Merris. Nor shall there be any nailing, boring or screwing into the woodwork or drywall, nor shall any connection be made to the electrical wires or gas or electric fixtures, without the prior written consent on each occasion of Merris. Client shall in no way deface the building, the woodwork, or the walls. Further, Client shall not remove, damage or tamper in any way with any phones, internet service, furniture, decorative items or other equipment or systems provided by the Building or Merris or belonging to another client/tenant; if Client violates this provision, Client shall be solely responsible for any damage resulting, including but not limited to, all costs necessary to restore or replace, if applicable, such equipment or systems.

9. No advertisement, identifying sign, or other notice ("Sign") shall be inscribed, painted, and/or affixed on any part of the inside of Client's office(s) or the Center without Merris' prior written consent as to the Sign and its location. No awnings or window tint shall be placed on the Center. Merris may require the removal of any window treatment or other object placed by Client in a window or in front of a glass wall which in Merris' sole discretion is unsightly or detracts from the outside physical appearance of the Building,

10. Client shall, before leaving the Center and/or office(s) unattended for an extended period of time, close and securely lock all doors AND turn off all lights and other electrical apparatus, if any, in all offices. Any damage resulting from Client's failure to do so shall be the responsibility of Client.

PROPER CONDUCT:

11. Client shall refrain from doing and/or permitting to be done in the Center anything which would in any way injure, obstruct or interfere with the rights of other clients or tenants in the Building/Center. Client, its employees, agents, representatives, clients, guests, and invitees shall maintain order in the Center, shall not make or permit any improper or excessive noise or sounds (including without limitation, music, instruments, radio and/or television), nor allow any offensive gases or odors in the Building/Center. Additionally, Client shall not conduct business in the common areas of the Building/Center (including cell phone usage), nor loiter in the hallways, reception area, or any other area except within its designated office(s), nor permit others to do so.

Client agrees that it shall not in any way interfere with the quiet enjoyment of the Building/Center by other clients/tenants.

12. Nothing shall be done or permitted by Client, and nothing shall be brought into or kept in Client's office(s), that would impair or interfere with any of the Building services or the proper and economic heating, cleaning or other servicing of the Building/Center, or the use or enjoyment of the premises by any other client/tenant. Nor shall Client install any ventilating, air conditioning, electrical, or other equipment of any kind which in the judgment of Merris might cause any such impairment or interference.

13. The electrical current shall be used for ordinary lighting purposes and personal computers only unless prior written consent is obtained from Merris at an agreed upon cost to Client. Without the prior written consent of Merris, Client shall not store or operate computer servers, communications equipment, large business machines, reproduction equipment, heating equipment, stoves, stereo/sound equipment, vending or coin operated machines, refrigerators, space heaters or coffee equipment.

14. If Client requires any special installation of wiring for use other than lighting and personal computers, communications equipment or otherwise, Merris shall cause such wiring to be performed at Client's expense using a vendor designated by Merris.

15. Client shall not use its office(s) to facilitate gambling, any immoral activity, or any unlawful purpose(s). Further, Client shall not use the office(s) for overnight lodging, sleeping, or for the storage, sale, or use of liquor, alcoholic beverages, narcotics, and/or tobacco.

16. Solicitation and/or canvassing in the Center is strictly prohibited.

17. No animals (other than service animals), birds, bicycles or other vehicles shall be allowed in the office(s), hallways, corridors, elevators or elsewhere in the Center.

18. Client, its vendors, employees, agents, representatives, clients, guests, and invitees shall properly dispose of all trash, packing materials, and/or other debris by placing such items in the dumpsters or other containers designated for refuse or trash disposal. Client shall not place nor allow others to place any objects, refuse, or other substances into the corridors, stairwells, reception area, elevators, or other areas inside or outside the building.

19. Client shall observe and obey all parking and traffic signs posted in the parking areas or other areas and shall comply with all parking and traffic modifications which may, from time to time, be in effect.

20. Client will not vacate, desert, or abandon its offices prior to the termination or expiration of the Service/License Agreement.

21. Client, its employees, agents, representatives, clients, guests, and invitees are strictly prohibited from participating in any type of discrimination or harassment, verbal, physical or otherwise, in the Building/Center.

22. Client expressly warrants and represents that it has not committed, threatened to commit, supported, nor appeared on any governmental agency list or report as having any affiliation of any nature with terrorism or any terrorist group, association, propaganda, or activities in any form. Further, Client expressly warrants and represents that it has had no dealings or relationship with any person or entity who has committed, threatened to commit, supported, or appeared on any governmental agency list or report as having any affiliation of any nature with terrorism or any terrorist group, association, propaganda, or activities in any form.

23. Client, its employees, agents, representatives, clients, guests, and invitees agree to abide by the separate rules and regulations promulgated from time to time by the Building administration, a copy of which is available at the Center upon request.

TECHNOLOGY SERVICES:

24. Client agrees to abide by the following Merris acceptable use policy with respect to the use of technology services. Specifically, Client will NOT use the Merris technology services:

- a. To send messages, data, images and programs that are libelous, defamatory, obscene, pornographic, threatening, abusive or hateful.
- b. To transmit viruses, worms, unsolicited commercial email, "spam," or any other destructive elements.
- c. To interfere with or infringe upon any proprietary rights, trade secrets, copyrights, trademarks, logos, service marks, or confidential information of others.
- d. To carry out any fraudulent activity or access any networks or systems without authorization of the controlling parties.
- e. To provide any internet services such as web-hosting or internet access without the express prior written consent of Merris.
- f. To circumvent security devices within the technology services.
- g. In any manner that is disruptive for other clients/tenants.

- h. In a manner which constitutes a violation of any tariff, regulation treaty or law (including without limitation, copyright, privacy, online gambling, criminal and international law).
- i. To conduct voice services (such as VOIP) or sustained, bandwidth intensive traffic.
- j. In conjunction with equipment which provides wireless networking without proper controls to restrict access in a manner acceptable to Merris.
- k. To schedule online backups of local PC equipment to a central location or service provider between 7:00 a.m. and 7:00 p.m.
- l. To tamper with any equipment owned by Merris or another client/tenant.

25. Client will not use the office(s), phone numbers, or the address of the Center as a contact address on any unsolicited email or “spam.” Nor will Client use the name “Merris Business Center” or any form thereof, or any images of the Building/Center, in any way in connection with Client’s business.

26. Client will not increase its access points to the technology services through any means without the prior written consent of Merris.

27. Client is responsible for any outside or non-Merris phone number which Client is tele-branching or forwarding to a Merris phone number.

28. Client is responsible for any activity posted to Client’s account using any personal identification or authentication codes assigned to Client.

29. Client is responsible for any equipment stored on the Building/Center’s premises or within a Building/Center’s telecommunications closet/area or used in conjunction with technology services or for any losses or damage to such equipment.

RESERVATION OF RIGHTS BY MERRIS:

30. Merris reserves all vending rights.

31. Merris shall not be responsible or liable to Client for the non-observance or violation of any of these Rules and Regulations by any other client/tenant. Merris reserves the right to make such other or additional rules and regulations which in its sole judgment may from

time to time be necessary or beneficial for the safety, care, and cleanliness of the Center, and for the preservation of good order therein. Any such later amended or additional rules and regulations shall be binding on Client in the same manner and to the same degree as if they had been included at the time of the execution by Client of the Service/License Agreement to which these Rules and Regulations are made a part.