



## HOUSE RULES:

*These are Elite Office House Rules which may change from time to time. These House Rules apply between Elite Office, a subsidiary of Elite Homes, and the Customer in relation to a Business Center.*

### Accommodation(s)

1. Upon Move In: Elite Office will ask the Customer to sign an inventory of all accommodation, furniture and equipment the Customer is permitted to use, together with a note of its condition, and details of the keys or entry cards issued to the Customer.

2. Signage: The Customer may not put up any signs on the doors of their accommodation or anywhere else that is visible from outside the rooms the Customer is using without written approval from the local Business Center team (acting reasonably).

a. Door & Foyer sign: Customer will submit to Elite Office in writing the exact wording and markings (i.e. hyphen, comma, etc.) for metal sign to be displayed in the foyer directory and on suite door. Also, Customer will provide Elite Office with his/her company logo in jpeg format for display on monitor in foyer.

3. Property: The Customer must take good care of all parts of the Business Center, its equipment, fittings and furnishings that they use. The Customer must not alter any part of it. Any cost for repair and/or replacement for damage made by Customer will be charged to Customer and/or applied against Customer's deposit.

4. Keys and Security: Any keys or entry codes which Elite Office lets the Customer use remain Elite Office property at all times. The Customer must not make any copies of the keys and/or share entry codes or allow anyone else to use them without Elite Office consent. Any loss must be reported to Elite Office immediately and the Customer must pay a reasonable fee for replacement keys or recoding and of changing locks, if required. This rule improves security levels of the Business Center. If the Customer is permitted to use the Business Center outside normal working hours, it is the Customer's responsibility to lock the doors to their accommodation and to the Business Center when they leave. This is to ensure the safety of individuals and property at the Business Center.

- a. Keys: Customer will be provided with:
- Front door key: 1 per occupant
  - Rear door key: 1 per occupant (upon request only)
  - Suite key: 1 per occupant
  - Electronic code:
    - Entry front
    - Door near bathroom access; and
    - Side entry door near Conference Rm #1

There is a replacement fee of \$24/key

### Use of the Business Center

5. Entrances and Exits: The Customer shall not leave open any corridor doors, exit doors or door connecting corridors during or after business hours. For security purposes and if the Customer does so, it will be at the Customer's own risk. All corridors, halls, elevators and stairways shall not be obstructed by the Customer or used for any purpose other than egress and ingress. The Customer can only use public areas with the consent of Elite Office and those areas must be kept neat and attractive at all times.



a. Customer, guests and/or their respective property shall not occupy common areas with exception of breakroom during business hours without written consent from Elite Office. (See also House Rule #10)

6. Name and Address: At the Customer's request and cost, Elite Office is happy to include the Customer's name in the house directory at the Business Center, where this facility is available. The Customer must not use the name Elite Office in any way in connection with their business. The Customer may not use the Business Center as the Customer's registered address for service-of-process.

7. Employees and Guests: The Customer's employees and guests shall conduct themselves in a businesslike manner; proper business attire shall be worn at all times; the noise level will be kept to a level so as not to interfere with or annoy other Customers and the Customer will abide by Elite Office' directives regarding security, keys, codes, parking and other such matters common to all occupants. No part of the office or Elite Office Business Center may be used for overnight accommodation.

a. Parking Rules: Customer shall not park in the stalls fronting the building and the stall areas across the front steps to the building (see Parking Map). In addition, noise level must be kept to minimum in common areas.

b. No minors or children are allowed to be on the premises on a regular basis.

8. Equipment: The Customer shall not, without Elite Office prior written consent, store or operate in their office(s) or the Business Center(s), any computer (excepting a personal computer) or any other large business machine, reproduction equipment, heating equipment, stove, radio, stereo equipment or other mechanical amplification equipment, vending or coin operated machine, refrigerator, boiler or coffee equipment. Additionally, the Customer must not conduct a mechanical business therein, do any cooking therein, or use or allow to be used in the building where the Business Center is located, oil burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed hazardous on account of fire or any explosives shall be brought into the Business Center. No offensive gases, odors or liquids shall be permitted. No weapons concealed or otherwise, shall be permitted. The Business Center is intended to be used solely for office use.

a. Multi-Function Copier/Printer/Scanner: Customers with an office suite are allowed to use the multi-function copier/printer/scanner as follows: (see Special Provisions - Lease terms [12 months+] include 200 free black and white copies)

- One User code per entity
- One (1) computer and one (1) mobile device per listed occupant will be programmed to print to the multi-function machine
- There is an additional charge for copies as follows:
  - Color copies will be charged at the rate of \$0.49 per copy
  - Black and white copies beyond the first 200 black and white copies (allowed per month) will be charged at the rate of \$0.10 per copy (see also HR#21)

9. Electrical: The electrical current shall be used for ordinary lighting, powering personal computers and small appliances only unless written permission to do otherwise shall first have been obtained from Elite Office at an agreed cost to the Customer. If the Customer require any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at the Customer's expense by the personnel designated by Elite Office.

10. Common Areas: The Customer may not conduct business in the hallways, reception area or any other area except in the Customer's designated office without the prior written consent of Elite Office.



11. **Animals:** The Customer shall bring no animals into the Building other than certified assistance animals which are being used solely for the purposes of such certification.

12. **Kitchen Amenities / Beverage:** Included in the Office Service fee of \$75 per month. Allows the Customer and visitors access to self-service coffee, tea and water. A breakroom is provided for consumption of food and drink. Within the breakroom Elite Office provides a microwave oven for your use. This fee is mandatory and will be charged per office occupant unless otherwise provided for in the Special Provisions of the General Agreement.

13. **Manufacturing and Storage:** The Customer shall not use the Business Center for manufacturing or storage of merchandise except as such storage may be incidental to general office purposes. The Customer shall not occupy or permit any portion of the Business Center to be occupied or used for the manufacture, sale, gift or use of liquor, narcotics or tobacco in any form.

14. **Locks:** No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Business Center by the Customer nor shall any changes be made to existing locks or the mechanisms thereof.

15. **Soliciting:** Canvassing, soliciting and peddling in the Building are prohibited and the Customer shall not solicit other Customers for any business or other purpose without the prior written approval of Elite Office.

a. **Advertising/marketing material:** No marketing materials shall be displayed in common areas without prior written consent of Elite Office. Brochures and business cards can be displayed in the designated areas.

16. **Property:** All property belonging to the Customer or any of the Customer's employee, agent or invitee shall be at the risk of such person only and Elite Office shall not be liable for damages thereto or for theft or misappropriation thereof.

17. **Smoking:** Smoking of any type i.e. nicotine or electronic or any other form, shall be prohibited in all public areas, including conference and training rooms. No smoking shall be permitted at any time in any area of the Business Center (including open or closed offices)

18. **Harassment:** The Customer or the Customer's officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing, discriminatory or abusive behavior to Elite Office team members, other Customers or invitees, verbal or physical in the Business Center for any reason. Any breach of this rule is a material breach of your agreement (not capable of remedy) and your agreement may be terminated immediately and services will be suspended without further notice.

## **Services and Obligations**

19. **Furnished Office Accommodation:** The Customer shall not affix anything to the windows, walls or any other part of the office or the

Business Centre or make alterations or additions to the office or the Business Centre without the prior written consent of Elite Office.

20. **Office Services:** Elite Office is happy to discuss special arrangements for the use of the facilities outside the Business Centre standard business opening hours or, the standard working days where the Business Centre is located. There may be an additional charge for such special arrangements. This can be discussed at the time of arrangement.



21. **Pay-As-You-Use Services:** All of the pay-as-you-use services are subject to the availability of the Business Centre staff at the time of any service request. Elite Office will endeavor to deal with a service request at the earliest opportunity and provide the additional service the Customer requires, but Elite Office will not be held responsible for any delay.

- If in Elite Office's opinion, Elite Office decides that a request for any pay-as-you-use service is excessive; Elite Office reserves the right to charge an additional fee at Elite Office' usual published rates based on the time taken to complete the service. This will be discussed and agreed between Elite Office and the Customer at the time the Customer makes such request.

22. **Service Availability:** Services will be available during standard business opening hours. Internet access and phone lines are available after hours and weekends.

### **The Elite Office Services Agreement**

23. **Elite Office Services Agreement:** Elite Office may transfer the benefit of your agreement and our obligation under it at any time. This clause reflects the fact that the Customer is taking a serviced office agreement and not a lease and that Elite Office retains overall control of the Business Centre. The Customer has no real-property or commercial property interest of any kind in the building where the Business Centre is located. Where the Customer is a company and it merges with another or the Customer needs to allow an affiliate to use the services provided under the Services Agreement, The Customer will explain the need for any change to Elite Office and Elite Office will give careful consideration in each case. Elite Office needs to make sure Elite Office knows and is satisfied with the identity of each occupant of the Business Centre.

24. **Data Protection:** Customer agrees that we may process, disclose or transfer (including outside the EEA-European Economic Area to other countries which are part of our international network from time to time) any personal data which we hold on or in relation to the Customer provided that in doing so we take such steps as we consider reasonable to ensure that it is used only

- To fulfill our obligations under your agreement;
- For work assessment and fraud prevention; or
- To make available information about new or beneficial products and services offered by us and other organizations which we consider may be of interest to Customer.

Please be aware that countries outside the EEA - European Economic Area - may not have laws in force to protect Customer's personal data.

25. **Subordination:** This agreement is subordinate to Elite Office lease with Elite Office landlord and to any other agreements to which Elite Office' lease with the landlord is subordinate.

26. **Applicable Law:** the present House Rules shall be governed by the law of the place where the relevant center is located. Elite Office and the Customer both accept the exclusive jurisdiction of the courts of such jurisdiction. If any provision of these rules is held void or unenforceable under the applicable law, the other provisions shall remain in force.

27. **Annual Indexation:** For all agreements with a term greater than 12 months the indexation applied on the 13th month to the monthly office rate will be CPI or 4%, whichever is greater.



28. Cross Default: Customer agrees that, if Customer is in default under a service agreement with Elite Office at a different business center (“Different Location Agreement”) to the one specified in this Agreement, Elite Office may recover any unpaid sums due under a Different Location Agreement from Customer under this Agreement and that Elite Office may, in particular (but not limited to), withhold services under this Agreement or deduct sums from the retainer held under this Agreement in respect of such unpaid sums.

29. Termination: Elite Office has the right to terminate the Agreement immediately if the Customer is or becomes (i) identified on the Specially Designated Nationals and Blocked Persons List maintained by the U.S Department of the Treasury Office of Foreign Assets Control (“OFAC”) or on any similar list (collectively, the “List”), or (ii) a person, entity, or government with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. Elite Office reserves the right to immediately suspend services and/or terminate the agreement if Elite Office determines that the Elite Office facility or address is being used in connection with possible fraudulent activity or activity that may be a violation of laws or governmental regulations.

a. Early Termination:

If Customer(s) chooses to move out before the end of the Lease term, or renewal thereof, Customer(s) understand that the Elite Office will incur costs, which include, but are not limited to, the time and expense in finding and renting to a new Customer(s). These costs may include employee costs, advertising, marketing and other expenses. Naturally, the exact amounts of these costs vary and are difficult to determine.

Customer(s) agrees to pay to the Elite Office an early move out charge in the amount of two times the monthly rent and forfeits the entire deposit to cover the Elite Office’s expense in having to re-rent the Leased Premises in lieu of paying the Elite Office’s actual damages.

Customer(s) understand agrees that this charge is a very reasonable estimate of the Elite Office’s re-renting costs. Customer(s) also agree to pay this charge whether or not the Elite Office is successful in re-renting the Leased Premises. Additionally, the Customer(s) understand that this charge is not a penalty or fee that relieves the Customer(s) of his/her obligations under the Lease. Customer(s) is/are still responsible for all obligations under the Lease, including paying for all rent due, damages and other charges.

30. Company Name Change: If there is a need to change the name of your company, requests must be made in writing and addressed to the Centre Manager or General Manager. Please note that these requests should be accompanied by the appropriate supporting paperwork and will be processed within 60 days from the beginning of the next calendar month. Failure to provide paperwork supporting the name change will delay processing. Any invoices prior will be in the current company name and cannot be changed. If this changes needs a new sign, a \$40.00 fee will be charged to order new sign.

31. Liability for Services: Customer is liable for all fees and any other amounts for which services are requested or rendered regardless of whether a payment made by any particular medium is declined or rejected in whole or in part. If requested by Elite Office, Customer will immediately pay by an alternate form of payment that Elite Office accepts.

32. Credit Card Authorization: If Customer elects to pay fees and any other amounts owed to Elite Office by credit card, Customer will self-provision payment details in a secured online system which authorizes Elite Office to charge Customer for amounts owed to Elite Office. Customer agrees to pay a 3% credit card processing fee on all credit card payments.



a. If Customer authorizes Elite Office to charge a credit card for rents and/or other fees, Customer understands that there is a 3% processing fee added to the total cost of the charged amount due.

33. Automated Payment Processing: If you have a payment card for your primary payment method of your monthly invoices please note your card will be charged 5-7 days prior to or up to the due date. You will receive an email confirmation upon the processing of your card for your records. If you have Direct Debit for your primary payment method of your monthly invoices please note your account will be charged 3 days prior to the due date. You will receive an email notice if your payment is unable to be processed successfully.

## Fees

34. Standard Services: The standard fee and any fixed, recurring services requested by the Customer are billed in advance and payable upon receipt of the invoice. The configuration and engineering fee as stated in our published rates will be billed upon activation of applicable Elite Office IT and Voice solutions. Where a daily rate applies, the charge for any such month will be 30 times the standard fee. For a period of less than a month the standard fee will be applied on a daily basis. Recurring services will be provided by ELITE OFFICE at the specified rates for the duration of your Agreement (including any renewal). If Customer has a need to cancel a recurring service they may request this at any time up to the notification due date of the agreement. The cancellation will be applied from the first day of the renewal start.

35. Pay-as-you-use (one-off) Services: Fees for pay-as-you-use services, plus applicable taxes, in accordance with our published rates which may change from time to time, are billed in arrears and payable upon receipt of the invoice. For Customer's convenience, the Service Price Guide, which may change time to time, list many commonly requested services and their costs. If you require a service not shown in the Service Price Guide, such as postage, shipping labels, courier or overnight delivery services, please ask a center team member for the cost as it may include a convenience and administrative fee. Additional services are subject to the availability of Elite Office center staff to accommodate such requests at the time each such request is made.

36. Office Set Up: A nonrefundable office set up fee of \$75 will be charged for each occupant and deducted from the deposit at the end of the lease term or upon cancellation.

37. Office Restoration Service: A nonrefundable fee of \$2.50 per square foot for each occupied office will be charged upon the Customer's departure or if the Customer, at the Customer's option, chooses to relocate to different rooms within the Centre. Elite Office charges this nonrefundable fee to cover standard cleaning and testing; and to return each office to its original state. Elite Office reserves the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear. If the Customer chooses to move to a new suite, the rent price for the new suite will be offered at current market rates.

a. Office Restoration fee will only apply to Customer relocating to another room within Elite Office located at same location of the original lease. This fee shall not apply to Customer's who terminate early their lease.

38. Business Continuity Service: All customers automatically receive the Business Continuity service for one (1) month following departure from Elite Office, to cover the management and redirection of mail, fax, calls and visitors. The fee charged is based on the cost of the Virtual Office service at the current market rate. Prices can be obtained upon request.

39. Late Payment and Penalty: All invoices are due upon receipt and should be paid no later than the 1st of each month. If the Customer does not pay fees when due, a late fee of \$25 plus 5% penalty will be charged on all overdue balances under \$1,000. For balances equal to or greater than \$1,000 a late fee of \$50 plus 5% penalty will apply. Late fee dates will vary based on the type of service/invoice that is provided. At any time, the Customer may ask the center team on what date a late fee will be assessed. If the Customer disputes any part



of an invoice, the Customer must pay the amount not in dispute by the due date or be subject to such late fee and penalty. Elite Office also reserves the right to withhold services (including for the avoidance of doubt, denying the Customer access to the Customer's accommodation) while there are any outstanding fees, penalties and interest or the Customer is in breach of the Service Agreement which, for the avoidance of doubt, includes these House Rules.

40. Insufficient Funds: The Customer will pay a fee of \$50 or the maximum amount permitted by law for any returned check or any other declined payment due to insufficient funds.

41. Retainer Maintenance Fee: Any retainer not claimed after 120 days will be charged a monthly \$25 account maintenance fee.

### **Liability**

42. Mail: The Customer hereby releases Elite Office from any liability arising out of or incurred in connection with any mail or packages received on the Customer's behalf.

### **Force Majeure**

43. Force Majeure: Elite Office shall have no liability to the Customer under this agreement if it is prevented from, or delayed in, performing its obligations under this agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, disease or quarantine restrictions compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or subcontractors. Elite Office obligation to perform its obligations shall be suspended during the period required to remove such force majeure event. Elite Office shall notify the Customer as soon as reasonably possible of the force majeure event and propose a suitable alternative accommodation (if any) in the same Business Centre or in another available business centers.

### **IT and Technology Policy**

44. Introduction: This Policy forms part of the Elite Office Internet Connectivity Order and applies where the Customer wishes to use Elite Office Telecommunication and Internet connectivity services and equipment. Elite Office is considered a Downstream Service Provider (DSP), which means Elite Office provides a personalized connection to the Internet which is managed and protected via a firewall.

- Elite Office Internet service provides the Customer with an Internet connection that supports regular business activity such as web browsing, the ability to send and receive electronic communications, access to business applications and the like.

- The service is based on a symmetrical leased line connection or similar technology that is shared with other individual Elite Office Customers within the same Elite Office office building.

- Elite Office can provide the Customer with reserved bandwidth in various capacities, subject to availability. This provides an uncontended, symmetrical connection of the selected size. The service provides the Customer with the following capability:

- The ability to deploy public IP addressing.



- The option to run server based solutions that require inbound connectivity (e.g. an FTP, web or mail server).
- The option to run "site to site" VPN connections.
- The Customer is also able to deploy its own "firewall" to manage its own LAN and VPN connections should the Customer wishes to do so.
  - a. Customer is required to coordinate with Elite Office IT tech when installing routers and modems which need to be calibrated in a manner that does not interfere with the internet and phone operations of Elite Office and other Tenants.
  - b. Internet information:
    - Network: my Elite Office and my Elite Office EXT
    - Password: elite2015

#### 45. Elite Office Internet and Telecommunications Policy

45.1 Content: The Customer acknowledges that Elite Office does not monitor the content of information transmitted through Elite Office' telecommunications lines or equipment, which includes, but is not limited to, Internet access, telephone, fax lines and data lines ("Telecommunications Lines"). The Customer further acknowledges that Elite Office is merely providing a conduit for Customer's Internet transmissions, similar to a telephone company, and that Elite Office accepts no liability for the content of transmissions by the Customer.

45.2 Restrictions: The Elite Office Internet service may be used only for lawful purposes and shall not be used in connection with any criminal or civil violations of state, federal, or international laws, regulations, or other government requirements. Such violations include without limitation theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; violation of export control laws or regulations; libel or defamation; threats of physical harm or harassment; or any conduct that constitutes a criminal offence or gives rise to civil liability. The Customer is responsible for maintaining the basic security and virus protection of the Customer's systems to prevent their use by others in a manner that violates the Service Agreement. The Customer is responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.

45.3 Elite Office Internet Access - Per User Basis: Elite Office grants the Customer access to the Elite Office Internet service on a per user access basis. In the event of the Customer increasing the number of users by utilizing a proxy server or by other means, the Customer agrees to pay the Elite Office fee for each user who accesses the Internet, either directly or through a proxy server.

45.4 Unauthorized Access: In no event may the Customer increase its authorized access points to the Telecommunications/Data lines by means of wire splitting or any other method including wireless devices. In the event of the Customer breaching paragraph 45.3 Elite Office Internet Access - Per User Basis), above, or this paragraph, Elite Office may disconnect all of the Customer's access to the Telecommunications/Data lines upon three (3) business days prior written notice to the Customer. The Customer shall pay all Elite Office fees for any unauthorized Telecommunications/Data Lines use upon invoice from Elite Office. Elite Office shall have no obligation to reconnect the Customer to the Telecommunications/Data Lines until such fees have been paid in full and the Customer has ceased to make unauthorized access.

45.5 Customer Installed Telecommunications Lines: It is part of the Elite Office business model to provide Telecommunications Lines to its Customers. The Customer may not bypass the use of the Elite Office Telecommunications Lines by installing its own direct Telecommunications Lines. On a case by case basis, Elite Office may grant the Customer authorization to install direct Telecommunications Lines upon written request by





the Customer. This permission will only be granted on the agreement of the Customer, to make a monthly payment of a direct access fee as set by Elite Office which will be equal to the monthly Elite Office Internet fee, the Telecoms package fee or both.

### Office House Rules

45.6 Security Violations: The Customer is prohibited from engaging in any violations of system or network security. The Elite Office Internet service may not be used in connection with attempts - whether or not successful - to violate the security of a network, service, or other system. Examples of prohibited activities include, without limitation, hacking, cracking into, monitoring, or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software.

Elite Office reserves the right to suspend the Internet access upon notification from a recognized Internet authority or ISP regarding such abuse. Elite Office may disconnect the Customer's equipment and withhold services if Elite Office considers that the Customer's hardware or software is, or has become, inappropriate for connection to Elite Office' network. The Customer is responsible for the Customer's own virus protection on the Customer's systems and hardware.

45.7 Elite Office Internet: Services are only available at Elite Office locations and connection to Elite Office' network is only permitted at those locations or via Elite Office provided services. The Customer must not create any links between Elite Office' network and any other network or any telecommunications service without Elite Office' consent.

45.8 Revisions to this Policy: Elite Office may modify this Policy at any time, with or without notice.

45.9 Special Requirements:

Where the Customer is using its own wireless access points, the Customer requires written approval from Elite Office, prior to implementation. The use of the Customer's own wireless router will result in a service charge based upon the total number of users (the total number of contracted work stations being the minimum) in the Customer's designated office space.

It is to note that the following ports are blocked through the Elite Office firewall for outbound traffic: H323, Napster\_8888, Nbdatagram, Nbname, RealPlayer-grp, TCP-135, TCP-139, TCP-1433, TCP-1434, UDP-1434.

Video conferencing services are not allowed on Elite Office' Data Network without written approval from the Elite Office IT Director. If approval is gained then the Customer will be required to take Reserved Bandwidth to support the solution.

The Elite Office Mail relay server is limited to 128 recipients / 32MB per message. It cannot be used as a smart host.

46. DISCLAIMER OF LIABILITY FOR THIRD PARTY PRODUCTS: As part of its services to the Customer, Elite Office may provide third party Internet access and computer hardware and software ("Third Party Services"). ELITE OFFICE DISCLAIMS ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR SUCH THIRD PARTY SERVICES. THE CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATION HAS BEEN MADE BY ELITE OFFICE AS TO THE FITNESS OF THE THIRD PARTY SERVICES FOR THE CUSTOMER'S INTENDED PURPOSE.



47. **DISCLAIMER OF LIABILITY FOR THE CUSTOMER'S EQUIPMENT:** ALL CUSTOMER EQUIPMENT STORED IN THE ELITE OFFICE TELECOMMUNICATIONS ROOM IS STORED AT CUSTOMER'S OWN RISK. ELITE OFFICE DISCLAIMS ANY AND ALL LIABILITY FOR SUCH EQUIPMENT AND SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGE TO SUCH EQUIPMENT.

48. **DISCLAIMER OF INDIRECT DAMAGES FROM LOSS OF SERVICE:** Elite Office does not provide any service level agreement to the Customer in regard to provision or loss of service for its Internet services. Elite Office shall not be liable for any indirect damages, including lost profits, arising out or resulting from any loss of service or degradation of connectivity/access to the Internet with the Service Agreement, even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.

49. **DISCLAIMER OF INDIRECT DAMAGES:** Elite Office shall not be liable for any indirect damages, including lost profits, arising out or resulting from the Service Agreement even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.

50. Customer is required to place all room trash in trash receptacles provided in the break room. If the receptacle is full or the item is larger than the receptacle, which includes empty boxes, the Customer is responsible for placing those items in the dumpster located in the back side of the building.

**51. Alterations and Improvements.** Lessee shall make no alterations to the building on the demised premises or construct any building or make other improvements on the demised premises without prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised by Lessee, with the exception of fixtures removable with out damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease. If Lessor needs to make any alteration or improvements as provided for by the Lessor's Parent Lease with Drury Southwest, Inc., Lessor agrees to make reasonable notice to Lessee upon notice to Lessor by Building Landord and that such alterations and improvements will ensue at the Building Landlord's discretion without further notice.

**CLIENT:**

**Company Name:** \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Elite Office:

**Elite Office, a subsidiary of Elite Homes**

By: \_\_\_\_\_

Name: Claudia Vela

Title: Manager

Date: \_\_\_\_\_