

HANAHAUS WORKSPACE TERMS OF USE

The HanaHaus workspace & cafe and associated services (the "Facilities") are operated by SAP America, Inc. ("SAP") through the HanaHaus located at 3366 Via Lido, Newport Beach, CA 92663 and the HanaHaus located at 456 University Avenue, Palo Alto, CA 94301 (the "HanaHaus"). These Terms of Use (the "Agreement"), which governs the terms and conditions of your use of the Facilities, is between you ("You,"), as an authorized user of the Facilities, and SAP. You agree that the Facilities will be used only pursuant to this Agreement for legitimate business purposes.

1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE.

The Facilities are offered to You conditioned on Your acceptance without modification, of the terms and conditions, contained in this Agreement. Your use of the Facilities constitutes Your agreement to the terms and conditions stated in this Agreement. Each person that uses the Facilities, or that enters into a contract, in writing or online, on behalf of its employer or other third party, represents that such person is authorized to accept these terms on its employer's or the third party's behalf. Unless explicitly stated otherwise, the Agreement will govern the use of any new features that augment or enhance the current Facilities provided through the HanaHaus, including the release of new SAP resources and services. In the case of any violation of these terms, SAP reserves the right to seek all remedies available by law and in equity for such violations.

2. WORKSPACE TERMS AND CONDITIONS.

SAP entitles You to book meeting rooms within the HanaHaus by the day or hour from SAP. Use of any Facilities will be subject to: (i) availability of the Facilities; (ii) payment of all fees and charges incurred in reserving and/or using the Facilities; and (iii) compliance with this Agreement and the terms and conditions and/or house rules from time to time applicable to the Facilities, whether for reasons of health and safety, fire precautions or otherwise. Such rules are developed and/or imposed for the safety of other clients and users and to protect their use of the Facilities. Unless otherwise agreed in writing, settlement of all fees and charges incurred in reserving and/or using the Facilities is to be made by You prior to use and shall not be considered guaranteed until written confirmation has been provided to You. Your booking may be cancelled if You do not arrive and check into the Facilities within ten (10) minutes of your reserved time. In such event, You shall not be refunded any fees paid for the Facilities. You may only terminate Your reservation if You provide a minimum of one (1) hour notice prior to the commencement of Your reserved time, provided however any reservations of the Meeting Rooms, Maker Room, Garages or Lounges with monitors shall require twenty-four (24) hours notice prior to the commencement of Your reservation for cancellation. If You provide the required notice prior to the commencement of Your reserved time, SAP shall refund You the fees paid for the Facilities. This shall be SAP's sole liability to You for such cancellation by You and Your sole recourse. If You fail to provide a minimum notice stated above, You shall not be refunded any of the fees paid for the Facilities. Notwithstanding the foregoing, any discounted reservation or any reservation made with an access code and/or promo code shall be non-cancelable and non-refundable. Reservations

not made through SAP are not guaranteed in any way and no pricing structure is guaranteed for reservations not made specifically with SAP.

3. MODIFICATIONS TO THE FACILITIES.

SAP reserves the right to modify or discontinue all or part of the Facilities, temporarily or permanently, with or without notice to You, and is not obligated to support or update the Facilities. The amended Agreement shall be effective immediately after they are posted on SAP'S website, HanaHaus.com ("Site"). Your continued use of the Facilities after the posting of the amended Agreement terms on the Site constitutes Your affirmative: (a) acknowledgment of the Agreement and its modifications; and (b) agreement to abide and be bound by the Agreement, as amended. You acknowledge and agree that SAP shall not be liable to You or any third party in event that the SAP exercises its right to modify or discontinue all or part of the Facilities.

4. CHARGES.

By electing to book SAP Facilities, You warrant that all information You submit is true, valid and accurate and You agree to pay all subscription and additional usage fees You incur, plus all applicable taxes.

a. Payment of Your account balance and other applicable charges is due at time of purchase and must be made via Your Credit Card through our online payment system on the HanaHaus website. Any payment in need of reprocessing will be assessed a late payment fee.

b. If payment for Your account is not received, You agree to pay all amounts due, including late payment fees and collection costs, upon demand. SAP reserves the right at any time to withhold access to the Facilities provided under this Agreement (with or without notice) or to terminate the Agreement if fees are not paid prior to accessing the Facilities. SAP reserves the right to suspend or terminate Your Facilities account without notice upon failure to make payment under this Agreement or if your credit card seeks return of payments previously made to SAP when SAP believes You are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to SAP.

c. Your Facilities fees are payable in advance and are non-refundable. All meeting spaces are booked and charged in one (1) hour minimum increments. Any partial or overage usage will result in a one (1) hour minimum charge. Some spaces may require larger minimum time increments. Partial or overage usage is defined as any usage outside of originally reserved and paid for time allotment.

5. LINKS.

The Site or related websites may provide links to other Websites or resources. You agree that SAP shall 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 such content, products or services available on such external sites or resources.

6. TRADEMARKS.

"SAP Trademarks" means all names, marks, brands, logos, designs, trade dress and other designations SAP uses in connection with the Facilities or any other service, including but not limited to HanaHaus and the HanaHaus. You acknowledge SAP's rights in SAP Trademarks and agree that any and all use of the SAP Trademarks by You shall be pre-approved by SAP in writing and shall inure to the sole benefit of SAP. All programs, services, processes, designs, software, technologies, SAP Trademarks, trade names, inventions and materials, including but not limited to those comprising the Facilities and HanaHaus, are wholly owned by SAP and/or its licensors and service providers. You agree not to use or divulge to others any information designated by SAP as proprietary or confidential.

7. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY AGREE THAT USE OF THE SITE AND THE FACILITIES IS AT YOUR SOLE RISK. THE SITE AND THE FACILITIES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS. SAP EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. SAP MAKES NO WARRANTY THAT THE SITE OR FACILITIES WILL MEET YOUR REQUIREMENTS, OR THAT THE SITE OR FACILITIES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR VIRUS-FREE NOR DOES SAP MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR THE FACILITIES OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT OR ANY INFORMATION OR PRODUCTS OBTAINED THROUGH THE SITE OR FACILITIES OR THAT DEFECTS IN THE FACILITIES WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE OR FACILITIES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES UNDER CERTAIN CIRCUMSTANCES; CONSEQUENTLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU, IN WHOLE OR IN PART.

8. LIMITATION OF LIABILITY.

As a condition of use of the Facilities, and in consideration of the Facilities provided by SAP, You agree that neither SAP, nor any officer, affiliate, director, shareholder, agent, contractor or employee of SAP (the "SAP Affiliates"), will be liable to You or any third party for any direct, indirect, incidental, special, punitive, or consequential damages, loss of profits, loss of earnings, loss of business opportunities, damages, expenses, or costs resulting directly or indirectly from, or otherwise arising in connection with the Facilities, Site or Content; including but not limited to any of the following: Reliance, Termination, Infringement, Force Majeure. The limitations set forth in this section apply to acts, omissions, negligence, and gross negligence of SAP and/or the SAP Affiliates, which, but for this provision, would give rise to course of action in contract, or any other legal doctrine. SAP shall not be liable for any direct, indirect, incidental, punitive, special, multiple, or consequential damages resulting

from the use or inability to use the Facilities or for cost of procurement or substitute goods and services or resulting from any products or services purchased or obtained through the site including loss of profits, use, data or intangible property, even if SAP has been advised of the possibility of such damages. The entire liability of SAP and Your exclusive remedy with respect to the use of the Facilities is limited to the fees actually paid by You for the Facilities use directly causing to the claim. You hereby release SAP and the SAP Affiliates from any all obligations, liabilities and claims in excess of this limitation.

9. NO RESALE OF THE FACILITIES.

You agree not to reproduce, duplicate, copy, sell resell, lease, sublease, exploit or make any commercial use of or access to the Facilities, without the express written consent of SAP.

10. USE OF THE FACILITIES:

a. You agree that use of the Facilities is subject to all applicable national, state, and local laws and regulations, and that You are solely responsible for the contents of Your communications through the Facilities. You warrant that You will not use any of the Facilities for any obscene, illegal, immoral or defamatory purposes and will not in any way bring SAP into disrepute.

b. SAP will not be liable for any loss sustained as a result of any mechanical breakdown, strike, delay or failure of any staff, manager or caretaker to perform their duties.

c. Wi-Fi is not provided to You as part of the Facilities or under this Agreement. Wi-Fi is provided through a separate third party vendor and SAP has no obligations or liability relating to Your access or use of the Wi-Fi system.

d. You will not damage, deface or alter the Facilities, including but not limited to meeting space, furniture, furnishings, walls, ceilings, floors, equipment or make or suffer to be made any waste, obstruction or unlawful, improper or offensive use of the Facilities or the HanaHaus. You will not cause damage to any part of the building or the SAP property, interfere with the use of the Facilities by others, or disturb the quiet enjoyment of any licensee or occupant of the building. At end of Your reserved time, the meeting space assigned to You, will be in as good condition as when You first occupied it, normal wear and tear excepted, and SAP may apply additional charges in case of any damage to the Facilities. SAP retains the right to enter Your reserved meeting space to inspect it, to make repairs and alterations as SAP reasonably deems necessary and the cost of any repair resulting from an act or omission by You or Your employees, guests and invitees will be reimbursed to SAP by You.

e. If You bring any individual under the age of 18 ("Children") into the Facilities, You are solely responsible for them and their conduct and must accompany the Children at all times. You must be present at all times with the Children and You must ensure they comply with the terms of this Agreement. You may not leave Children unsupervised at any time.

f. You assume all risks of loss with respect to Your personal property and the personal property of Your agents, employees, contractors and invitees, within or about the Facilities. Any use of provided or rented lockers or other storage areas are at your own risk and You assume all risks of loss with respect to Your personal property and the personal property of

Your agents, employees, contractors and invitees that is stored in such lockers or other storage areas. You agree to waive any and all acts of recovery against SAP, or our directors, licensors, officers, agents, servants, SAP Affiliates and employees, for loss of, or damage to your property or the property of others that is under your control to the extent of such loss or damages covered or required to be covered by any insurance policy.

g. HanaHaus is a professional community workspace and the consumption, possession, service or sale of alcohol beverages is prohibited on SAP & HanaHaus property at all times.

11. INDEMNIFICATION.

You will defend, indemnify and hold harmless SAP and the SAP Affiliates, and their respective successors and permitted assigns, from and against any claim, suit, demand, loss, damage, expense (including reasonable attorneys' fees and costs) or liability that may result from, arise out of or relate to: (a) acts or omissions by You arising out of or in connection with this Agreement; (b) intentional or negligent violations by You of any applicable laws or governmental regulation, (c) contractual relations between You and a third party; (d) infringement of intellectual property rights including, but not limited to, rights relating to patent and copyright; or (e) any damage to the Facilities or associated meeting rooms or space. You acknowledge that SAP has no control over the content of information transmitted by You or Your customers and that SAP does not examine the use to which You or Your customers put the Facilities or the nature of the information You or Your customers send or receive. You hereby indemnifies and holds harmless SAP and SAP Affiliates from any and all loss, cost, damage, expense, or liability relating to or arising out of the transmission, reception, and/or content of information of whatever nature transmitted or received by You or Your customers.

12. ACCESS TO PASSWORD PROTECTED/SECURE AREAS.

Access to and use of password protected and/or secure areas of the Facilities is restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Facilities may be subject to removal from the Facilities and HanaHaus or prosecution.

13. TERMINATION & EFFECT.

SAP may terminate or suspend access to the Facilities with or without cause at any time and effective immediately. Reasons for termination or suspension shall include, but are not limited to, the following: inactivity of Your account; violation of any terms listed in this policy; damage to the Facilities; failure to pay for Facilities; or failure to follow any staff instructions including health or safety requests. SAP shall not be liable to You or any third party for termination of the Facilities. Should You object to any provision of the Agreement or any subsequent modifications thereto or become dissatisfied with the Facilities in any way, Your only recourse is to immediately: (a) terminate use of the Facilities; and (b) notify SAP of termination. Upon termination of access to the Facilities, Your right to use the Facilities shall immediately cease. In the event of Your default, You agree to pay all costs, expenses and reasonable attorneys' fees expended by SAP in enforcing this Agreement or collecting any sums due hereunder both in and out of bankruptcy and before and after judgment.

14. PARTIAL INVALIDITY.

If any provision of this Agreement is or becomes wholly or in part illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement, which will remain in full force and effect. The illegal, invalid or unenforceable provision will be replaced by a valid and enforceable provision which approximates as closely as possible the intent of the invalid or unenforceable provision. This will also apply in the case of gaps.

15. REMEDIES AND WAIVER.

The waiver by either party of a breach of, non-compliance with or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach, non-compliance or default of the same or any breach, non-compliance or default of any other provision. Any delay or omission on the part of either party to exercise or avail itself of any right, remedy, power or privilege that it has or may have hereunder may not be operated as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege prevent any further or other exercise thereof or the exercise of any other right, remedy, power or privilege.

16. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the Parties and supersedes any prior and contemporaneous oral or written understanding as to the subject matter hereof, and excludes all implied representations, conditions, warranties, and other terms. Each party acknowledges that it is entering into this Agreement as a result of its own independent investigation and not as a result of any representation of the other party not contained herein.

17. GOVERNING LAW AND JURISDICTION.

This Agreement and any claims (including any non-contractual claims) arising out of or in connection with this Agreement are governed by the laws of the State of California to the exclusion of the international law of conflicts and the UN Sales Convention.

18. COVID NOTIFICATION

You acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing. You further acknowledge that HanaHaus has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19. You further acknowledge that HanaHaus cannot guarantee that You or those utilizing the Facilities will not become infected with the Coronavirus/Covid-19. You understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of HanaHaus and others, including, but not limited to, HanaHaus staff and other HanaHaus customers.

You voluntarily seek services provided by HanaHaus and acknowledge that You are increasing Your risk to exposure to the Coronavirus/COVID-19. You acknowledge that You and all guests you allow to access the Facilities must comply with all set procedures to reduce the spread while attending HanaHaus.

You attest that:

- You and your guests are not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- You and your guests have not traveled internationally within the last 14 days.
- You and your guests do not believe You have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- You and your guests have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non contagious by state or local public health authorities.
- You and your guests are following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

You and your guests hereby release and agree to hold HanaHaus harmless from, and waive on behalf of Yourself, Your heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to Yourself and/or property that may be caused by any act, or failure to act of HanaHaus, or that may otherwise arise in any way in connection with any services received from HanaHaus. I understand that this release discharges HanaHaus from any liability or claim that You, Your heirs, or any personal representatives may have against HanaHaus with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from HanaHaus. This liability waiver and release extends to HanaHaus together with all owners, partners, and employees.