RAKUNEST MEMBERSHIP HOUSE RULES

You must comply with the following RakuNest Membership House Rules (the "House Rule"):

Name Badges/Security

- You must use your security (key) cards to both enter and leave the Building, as well as to access different floors in the Building or other Rakuten's building. Your security cards will be furnished by us for the Building, and any additional cards required by you must be obtained from us at a reasonable cost to be established by us;

- In case of invasion, mob, riot, public excitement, or other commotion, we reserve the right to prevent access to the Office Space or the Building during the continuance thereof by any means it deems appropriate for the safety and protection of life and property;

- You must wear your name badges on the left side of your chest, which will be verified by a security guard upon entry to the Building or other Rakuten's building;

- Guests visiting you at the Building or other Rakuten's building are required to sign a Non-Disclosure Agreement (NDA) at the front desk, receive a temporary name badge and must be escorted by you at all times during their visit. You must use your security card to allow guests through the gates;

- Your security cards, name badges and other such items used to gain physical access to the Building or other Rakuten's building, or the Office Space remain our property. Upon the termination of your use of the Services, you shall restore to us all such items. In the event that the number of your Members decreases or any of your Members are replaced, all such items which are no longer needed shall be restored to us. You will safeguard such items and you will be liable for replacement fees of any items lost, stolen or

destroyed;

- You are prohibited from entering any spaces in the Building other than the Office Spaces and the spaces in the Building which Rakuten permits you to enter into;

Building

- "Business Hours" are generally from 9:00 a.m. to 6:00 p.m. on Business Days, with the exception of days which we will separately inform you, when Business Hours end earlier. "Business Days" are all weekdays, except government holidays and other days of which we will separately inform you;

- If the Commencement Date is a Business Day, you will be entitled to move into the Office Space no earlier than 10:00 a.m. on the Commencement Date. If the Commencement Date is not a Business Day, you will be entitled to move into the Office Space no earlier than 10:00 a.m. on the first regular Business Day after the Commencement Date;

- All doors opening to public corridors shall be kept closed at all times except for normal ingress and egress to the Building. We reserve the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary for comparable buildings in the downtown area of San Mateo, California. You must be sure that the doors to the Building are securely closed and locked when leaving the Building if it is after the normal Business Hours or other than the Business Days. We shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person;

- No furniture, freight or equipment of any kind shall be brought into the Office Space or the Building without prior approval of us. All moving activity into or out of the Building shall be scheduled with us and done only at such time and in such manner as we

designate. We will not be responsible for loss of or damage to your property in any case. Any damage to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of you;

- No material shall be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the downtown area of San Mateo, California without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entryways and elevators provided for such purposes at such times as we shall designate;

- You shall comply with all safety, fire protection and evacuation procedures and regulations established by us or any governmental agency;

- The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by you;

- You must comply with the State of California "No-Smoking" law set forth in California Labor Code Section 6404.5, and any local "No-Smoking" ordinance which may be in effect from time to time and which is not superseded by such State law;

- You will be responsible for any damage to your Office Space exceeding normal wear and tear;

- We reserve the right to exclude or expel from the Building any person who, in the judgment of us, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the House Rules;

Facility

- Heat and air-conditioning in the Office Space may only be available during Business Hours on Business Days.

- You will have the use of the conference rooms in the Office Space and the use of conference rooms in any other spaces in the Building, in each case subject to availability and your prior reservation of such conference rooms. Use of the conference rooms in the Building other than the Office Space may only be available during Business Hours on Business Days. You must make the reservation for the conference rooms via at https://rakunest.skedda.com/booking. We, at our sole discretion, may change or put the limitation on your use of the conference room for any reason at any time;

- You will have the use of the printers, copiers and/or scanners available to you only at the Office Space. We, at our sole discretion, may change or put the limitation on your use of the printers, copiers and/or scanners according to your usage amount for any reason at any time;

- We will accept your mail and packages on behalf of your business during Business Hours on Business Days. We, at our sole discretion, may change or put the limitation on the size of mail or package we will accept and how long we will keep them for any reason at any time. We are not liable for any lost mail or packages. No furniture, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevators, except between such hours, in such specific elevator and by such personnel as shall be designated by us;

- You shall be solely and fully responsible for ensuring that no alcohol is consumed by any of your Members, employees, agents or guests in the Building unless otherwise we

approve it. In the event you or your Members consume alcohol in the Building, you shall be solely and fully responsible for ensuring that no alcohol is consumed by any of your Members or guests who is younger than the legal age for consuming alcohol in the applicable jurisdiction and complying with any applicable laws;

- We will provide breakfast and lunch service on Business Days. You must wear your name badges on the left side of your chest in order to receive the breakfast and lunch service. We, at our sole discretion, may change or put the limitation on the amount of breakfast and lunch service for any reason at any time;

- You will have the use of the kitchen in the Building, subject to the applicable terms and conditions;

Common Space/Parking Space

- We will provide non-exclusive use of common spaces and parking spaces (including bicycle rack) of the Building. You may not park your vehicle in the parking spaces overnight and we may tow away any vehicle parked in the parking spaces overnight. We reserve the right to change the size, configuration, design, layout and all other aspects of the common spaces and parking spaces (including bicycle rack) of the Building for any reason at any time and we may, without incurring any liability to you, close-off or restrict access to the parking spaces for any purposes. Regardless of parking during Business Hours or overnight, we are not liable for any loss or damages to your vehicle or your property in common spaces and parking spaces (including bicycle rack) of the Building.

- Common spaces of the Building are to be enjoyed by us and other companies and are for temporary use and not as a place for continuous, everyday work;

Internet Access/IT

- You will have access to and the use of the shared Internet connection in accordance with

the terms of services available at https://www.rakunest.com/terms-wireless ;

- You will have access to and the use of the RakuNest Member Network site in accordance with the terms of services available at https://www.rakunest.com;

- In order to utilize all the functionalities offered by us, it may be necessary to install software onto your Member's computer, tablet, mobile device or other electronic equipment. In addition, a Member may request that we troubleshoot problems a Member may have with respect to printing, accessing the network connection or other issues. If we provide such services, we will not be responsible for any damage to your equipment. We provide shared Internet access to Members via a wireless network connection. For those Members wishing to implement a private wired network, we may allow you to install a firewall device for your exclusive access and use, subject to our approval, and you will be responsible for removal of the same. Prior to any such installation or removal, you shall coordinate with us to discuss the actual setup, appropriate time, manner and means for such installation or removal and any additional fees that may result from the request. To the extent that we incur any costs in connection with such installation or removal, which are not otherwise paid by you, we charge such costs against you. You shall also be responsible for any monthly fees incurred relating to your private, secured wired network;

- Your computers, tablets, mobile devices and other electronic equipment must be (i) kept up-to-date with the latest software updates provided by the software vendor and (ii) kept clean of any malware, viruses, spyware, worms, Trojans, or anything that is designed to perform malicious, hostile and/or intrusive operations. We reserve the right to remove any device from our networks that poses a threat to our networks or users until the threat is remediated;

Other Services

- You will have the use of Rakuten CHW Hotel services, subject to the applicable terms and

conditions; available at https://chw-hotel.lodgify.com/ ;

- You will have access to and the use of the fitness area in the Building or other Rakuten's building, subject to the applicable terms and conditions;

- You will provide us with reasonable notice of and complete all required paperwork prior to hosting any event at the Building;

Vacancy

- On the last Business Day of the Termination Effective Month, you must vacate the Office Space no later than 4:00 p.m.

Confidential Information

- You will not use the Confidential Information in any way detrimental to Rakuten, that the Confidential Information will be used solely for the purpose of use of the Services, and that you will keep such Confidential Information strictly confidential. Without our prior written consent, you will not, and you will direct your employer and its agents not to, disclose to any person any Confidential Information. You agree that if you, or your employer or its agents are requested or required (whether by verbally, by subpoena or otherwise) to disclose any Confidential Information, you will provide us with prompt notice of each such request or requirement so that we may seek an appropriate protective order, confidential treatment or other such appropriate remedy, and/or waive your compliance with the provisions of this Agreement. "Confidential Information" will include business methods, financial condition and results, operations, methodologies, practices, procedures, technology, activities and plans of Rakuten USA Inc., its parent company, subsidiaries and affiliates, and other occupants and tenants;

- You agree that, at the conclusion of discussions between your employer and Rakuten, or, if later, the termination or expiration of any arrangement with Rakuten as contemplated

above, or at such other date from time to time as Rakuten may request, all copies of any written Confidential Information in any form whatsoever will be destroyed or returned to Rakuten. If destroyed, you agree to confirm and certify such destruction in writing. You agree that Rakuten's failure or delay to exercise any right, power or privilege under this Agreement does not mean that Rakuten has waived such right, power or privilege, nor that any single or partial exercise of Rakuten's right, power or privilege would preclude any other or further exercise of these rights, powers or privileges;

- You will not use cameras, audio recorders, and any other video, audio or image capturing equipment without the explicit permission of us and you will not disclose such images and audio data to third party including but not limited to via your blog or any social network services;

Privacy

- Any and all information collected from you shall be subject to the RakuNest Privacy Policy available at https://www.rakunest.com/privacy-policy .

- Our office is occupied by Rakuten USA, Inc. and a number of its subsidiaries and other corporate affiliates. Any personal information that you input into our systems when completing the guest registration procedures and any images or other data of you that may be recorded by our security cameras will be stored securely and carefully managed. We collect such information solely for provision of the Services and internal management and security purposes.

- We will create a profile for you on the RakuNest Member Network. Such profile will be viewable by us, our employees and agents, and other companies' members. The created profile will include your photograph, name and your company name; any additional information shall be added solely as determined by you;

General

- All of your Members are at least 18 years of age;

- We are entitled to access the Office Space including a private room or a conference room, with or without notice, for any purpose including but not limited to provision of the Services or safety or emergency reasons. We may also modify, remove or reduce furnishings provided for the Office Space at any time. We reserve the right to alter the Office Space, provided that we will use commercially reasonable effort not to substantially decreases the square footage of the Office Space or related amenities;

- We reserve the right at any time to change or rescind any one or more of these House Rules, or to make such other and further reasonable House Rules as in our judgment may from time to time be necessary for the management, safety, care and cleanliness of the Office Space and the Building and for the preservation of good order therein, as well as for the convenience of other occupants and tenants therein. We may waive any one or more of the House Rules for the benefit of any of our employees or other companies' members, but no such waiver by us shall be construed as a waiver of such House Rules in favor of you, nor prevent us from thereafter enforcing any such House Rules against you;

Prohibited Action

- You may not overload the floor of the Office Space or the Building, nor mark, drive nails or screws, or drill into the partitions, woodwork or drywall or in any way deface the Office Space, the Building or any part thereof without our prior written consent. You shall not purchase spring water, ice, towel, linen, maintenance or other like services from any person or persons not approved by us;

- No vending machine or machines shall be installed, maintained or operated upon the Building without the written consent of us;

- You may not use or keep in the Office Space or the Building any kerosene, gasoline or other inflammable or combustible fluid, chemical, substance or material;

- You may not without the prior written consent of us use any method of heating or air conditioning other than that supplied by us;

- You may not use, keep or permit to be used or kept, any foul or noxious gas or substance in the Office Space or the Building, or permit or allow the Office Space or the Building to be occupied or used in a manner offensive or objectionable to us or other occupants of the Office Space or the Building by reason of noise, odors, or vibrations, or interfere with other tenants or those having business therein, whether by the use of any musical instrument, radio, phonograph, or in any other way. You shall not throw anything out of doors, windows or skylights or down passageways;

- No cooking shall be done in the Office Space or the Building, nor shall the Office Space or the Building be used for the storage of merchandise, for lodging or for any improper, objectionable or immoral purposes. Notwithstanding the foregoing, Underwriters' Laboratory-approved equipment and microwave ovens may be used in the Office Space or the Building for heating food and brewing coffee, tea, hot chocolate and similar beverages for employees and visitors, provided that such use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations;

- You may not loiter in or on the entrances, corridors, sidewalks, lobbies, courts, halls, stairways, elevators, vestibules or any common spaces for the purpose of smoking tobacco products or for any other purpose, nor in any way obstruct such areas, and shall use them only as a means of ingress to and egress from the Office Space and the Building;

- You may not waste electricity, water or air conditioning and agrees to cooperate fully with us to ensure the most effective operation of the Building's heating and air conditioning system, and shall refrain from attempting to adjust any controls;

- You may not make any structural or nonstructural alterations or installations of wall attachments, furniture, antennae in the Office Space or elsewhere in the Building, including but not limited to common spaces, parking spaces and the exterior of the Building, without prior approval by us. Only a member of our facilities staff is entitled to perform an alteration, installation, removal or restoration. In the event that any alterations or installations are made by you, you shall be responsible for the full cost and expense of the alteration or installation and, prior to the termination of this Agreement, the removal of such items and the restoration necessitated by any such alterations;

- No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by you on any part of the Office Space or the Building without the prior written consent of us. You shall not disturb, solicit, peddle, or canvass any occupant of the Building;

- No awnings or other projection shall be attached to the outside walls of the Building without the prior written consent of us, and no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Building other than our standard drapes. Neither the interior nor exterior of any windows shall be coated or otherwise sunscreened without the prior written consent of us;

- The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by you, nor shall any bottles, parcels or other articles be placed on the windowsills;

- You may not perform any activity or cause or permit anything that is reasonably likely to be disruptive or dangerous to us or any other companies, or our or their employees, guests or property, including without limitation the Office Space or the Building;

- You may not use the Services, the Building or the Office Space to conduct or pursue any illegal or offensive activities or comport themselves to the community in a similar manner;

- You may not misrepresent himself or herself to any of us, either in person or on the Rakuten Member Network or any other places including your blog or social network services;

- You may not take, copy or use any information or intellectual property belonging to other companies or their members or guests, including without limitation any confidential or proprietary information, personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same, and this provision will survive termination of this Agreement;

- You may not take, copy or use for any purpose the name "Rakuten", any of our other business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property or modified or altered versions of the same or personal names, likenesses or voices of our employees and agents, or take, copy or use for any purpose any pictures or illustrations of any portion of the Building, without our prior consent, and this provision will survive termination of this Agreement;

- You may not occupy or permit any portion of the Office Space or the Building to be occupied as an office for manufacturing, the storage of merchandise, a messenger-type operation, dispatch office, public stenographer or typist, or for the manufacture or sale

of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber or manicure shop, or as an employment bureau.

- You may not use our mail and deliveries services for fraudulent or unlawful purposes, and we shall not be liable for any such use;

- You may not make any copies of any keycards or other means of entry to the Office Space or the Building or lend, share or transfer any keys or keycards to any third party, unless authorized by us in advance;

- You may not install any locks to access the Office Space or anywhere within the Building, unless authorized by us in advance. You shall bear the cost of any lock changes or repairs;

- You may not allow any guest(s) to enter the Building without registering such guest(s) and performing any additional required steps according to our policies;

- You may not use or permit the use of any portion of the Office Space or the Building for living quarters, sleeping apartments or lodging rooms;

- You may not bring any weapons of any kind, or any other offensive, dangerous, inflammable or explosive materials into the Office Space or the Building; and

- You may not be allowed to bring pets to in the Building, unless it is a certified service dog unless otherwise agreed by both parties.