

HOUSE RULES

These are Accelerator's House Rules which may change from time to time and which apply between Accelerator and the Customer in relation to Accelerator.

Accommodation

1. Upon move in. Accelerator 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, postings, or wall hangings. 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 Accelerator Manager.
3. Taking care of Accelerator's property. The Customer must take good care of all parts of the Accelerator, its equipment, fittings and furnishings that they use. The Customer must take great care in the use of the equipment and may not alter any part of it.
4. Keys and security. Any keys or entry cards which Accelerator lets the Customer use remain Accelerator's property at all times. The Customer must not make any copies of the keys and/or entry cards or allow anyone else to use them without Accelerator's consent. Any loss must be reported to Accelerator immediately and the Customer must pay a reasonable fee for replacement keys or cards and of changing locks, if required. This rule improves security levels of the Accelerator. If the Customer is permitted to use the Accelerator outside normal working hours it is the Customer's responsibility to lock the doors to their accommodation and to the Accelerator when they leave. This is to ensure the safety of individuals and property at the Accelerator.

Non-Disparagement, Confidentiality, and Non-Disclosure

5. Non-Disparagement. During the term of this agreement and thereafter, Customer agrees to take no action which is intended, or would reasonably be expected, to harm the Accelerator or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Accelerator. Customer shall, during and after the participation in and use of the Accelerator, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding Accelerator Customers, Accelerator, or any of Accelerator's officers, directors, employees, personnel, agents, policies, services or products, other than to comply with the law.
6. Confidentiality.
 - a. Critical nature of confidentiality. The environment of collegiality, collaboration, energy, and access to resources which we seek to harness and cultivate in the Naples Catalyst Accelerator is premised upon common respect, mutual trust, and a commitment to maintain confidentiality and non-disclosure. Common courtesy tells us that we would not want other Accelerator Customers discussing our ideas, plans, or projects, therefore we should not discuss their ideas, plans, and projects.
 - b. Maintaining confidences. Maintaining confidences (other Accelerator Customer's ideas, plans, or projects) is critical in your success and the success of everyone involved with the Accelerator.
 - c. Consideration for maintaining Confidential Information. Customer acknowledges and agrees that during its participation in and use of the Accelerator it may be exposed to Confidential

Information. As a Customer of Accelerator, Customer further acknowledges that the Accelerator has invested substantial time, money, and effort in developing an environment and services which require special training, and, further, that confidential information necessary to the Accelerator's business and Customer's business has been and will be disclosed to me, and in consideration of this training and information, and as a material inducement to the Accelerator to accept me and my employees and company as a Customer of the Accelerator, Customer (including, but not limited to, employees, shareholders, members, partners, contractors, officers and directors) agree to shall maintain the confidentiality with respect to the Customers of the Accelerator and the business of the Accelerator.

- d. Confidential Information. "Confidential Information" shall mean all information, in whole or in part, written or oral, disclosed, directly or indirectly, through any means of communication or observation that is disclosed by Accelerator or any Customer, participant or user of the Accelerator's services, or any employee, affiliate, or agent thereof that is nonpublic, confidential or proprietary in nature. Confidential Information also includes, without limitation, information about business, sales, operations, knowhow, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of Accelerator, any analyses, compilations, studies or other documents prepared by Accelerator or otherwise derived in any manner from the Confidential Information and any information that Customer is obligated to keep confidential or know or have reason to know should be treated as confidential.
7. Non-disclosure. Any Confidential Information concerning any and all Customers of the Accelerator, or any aspect of the business of the Accelerator, Customer shall hold in complete confidence and not disclose, at any time, any part of such information to anyone other than to the Accelerator's Executive Director, Board of Directors, Administrative Agent, or Fiscal Agent.
 - a. Your participation in and/or use of the Accelerator obligates Customer (including, but not limited to, employees, shareholders, members, partners, contractors, officers and directors) to:
 - i. Maintain all Confidential Information in strict confidence;
 - ii. Not to disclose Confidential Information to any third parties;
 - iii. Not to use Confidential Information in any way directly or indirectly detrimental to Accelerator or any Customer, participant or user of the Accelerator.
8. Breach. With respect to any breach of the Confidentiality Agreement, the Accelerator and or affected Customer shall be entitled to any and all damages and remedies available and applicable at law or in equity.
9. No rights created. All Confidential Information remains the sole and exclusive property of Accelerator or the respective disclosing party. Customer acknowledges and agrees that nothing in the Accelerator Application, Catalyst Service Agreement or House Rules, or Customers participation or use of the Accelerator, will be construed as granting any rights to Customer, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of Accelerator or any Customer participant or user of the Accelerator services.
10. No snooping. While it is the duty of Customers to protect their information and property it is also forbidden to seek out confidential information, attempt to access the intellectual property,

information, or property of another Customer or the Accelerator without authorization. Said activities will be cause for termination of the Customer's Catalyst Service Agreement.

Use

11. Video monitoring and keycard access. In consideration of Customer's use and participation in the Accelerator it agrees to video and keycard access monitoring within the Accelerator premises.
12. Duty to secure and non-obstruction. The Customer shall not leave open any corridor doors, exit doors or doors 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 Accelerator and those areas must be kept neat and attractive at all times.
13. Conduct and cooperation. The Customer's employees and guests shall conduct themselves in a business-like 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 Accelerator directives regarding security, keys, parking and other such matters common to all occupants.
14. Items brought into Accelerator requiring written approval. The Customer shall not, without Accelerator prior written consent, store or operate in their office(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, 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 Accelerator is located, oil burning fluids, gasoline, kerosene for heating, warning or lighting. No article deemed hazardous on account of fire or any explosives shall be brought into the Accelerator. No offensive gases, odors or liquids shall be permitted. Customer agrees to comply with all county, state, and federal health and safety, occupational, and environmental laws and regulations. No firearms shall be permitted.
15. 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 Accelerator at an agreed cost to the Customer. If the Customer requires 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 Accelerator.
16. Animals. We love animals. Permission for bringing a pet into the Accelerator for a short visit must be granted by Accelerator staff.
17. Kitchen Amenities / Beverage Fee. Customer and visitors may have access to self-service coffee and tea. Please keep this area clean and tidy.
18. Locks. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Accelerator by the Customer nor shall any changes be made to existing locks or the mechanisms thereof.
19. Risk of theft. 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 Accelerator shall not be liable for damages thereto or for theft or misappropriation thereof.

20. Smoking. Smoking or use of tobacco products and the use of electronic cigarettes shall be prohibited in any area of the Accelerator (including open offices), all public areas, including conference and training rooms.
21. Decorum. 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 Accelerator team members, other Customers or Invitees, verbal or physical in the Accelerator 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

22. Furnished office accommodation. The Customer shall not affix anything to the windows, walls or any other part of the office or make alterations or additions to the office without the prior written consent of Accelerator.
23. Service availability. Services will be available during normal opening hours. Internet access and phone lines are available after hours and weekends.
24. Participation in or use of services. Customer acknowledge that it is participating in or using the Accelerator services of its own free will and decision. Customer acknowledges and agrees that Accelerator shall not have liability with respect to the availability of services or Customer's access, participation in, use of the services, or any loss of information resulting from such participation or use.
25. Publicity. In consideration of use and participation in the Accelerator Customer agrees to allow its name, logo, images, and likenesses to be used in the promotion and publicity efforts of the Accelerator.

The Accelerator Services Agreement

26. Nature of the Accelerator Services Agreement. Accelerator may assign the Accelerator Services Agreement at any time without the Customer's consent. Customer will not assign the Accelerator Services Agreement without prior written approval from the Accelerator Manager. This clause reflects the fact that the Customer is taking a serviced accelerator agreement and not a lease and that Accelerator retains overall control of the Accelerator. The Customer has no real-property or commercial property interest of any kind in the building where the Accelerator 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 Accelerator and Accelerator will give careful consideration in each case. Accelerator needs to be sure it knows, and is satisfied with, the identity of each occupant of the Accelerator.
27. Subordination. This agreement is subordinate to Accelerator lease with the Accelerator's landlord and to any other agreements to which Accelerator's lease with its landlord is subordinate. It is the express intent of the parties that the Accelerator Service Agreement not be construed to create a landlord tenant relationship. To the extent that the parties are required to produce an attornment the Customer agrees to honor the request (which may include acknowledgement of its agreement with Accelerator, declaration of any disputes at the time the attornment is signed and a waiver of any disputes not declared in the attornment).

28. Estoppel Certificates. There is not a landlord tenant relationship however, to the extent that an estoppel certificate is requested Customer agrees to honor the request as requested.
29. 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 Accelerator Manager. Please note that these requests will be processed 30 days from the beginning of the next calendar month. Any invoices prior will be in the current company name and cannot be changed.
30. No Assignment. In no event may you assign in whole or in part Accelerator Use Agreement or House Rules, without the advance written consent of Accelerator.
31. Facsimile. A facsimile copy of these House Rules or the Accelerator Use Agreement and any signatures hereon shall be considered for all purposes originals.

Fees

32. Standard services. The standard fee and any fixed, recurring services requested by the Customer are payable in advance, by the 25th day (or such other day as Accelerator designates) of each month following the date the Customer receives their bill. 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 Accelerator at the specified rates for the duration of your Agreement (including any renewal). If a 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.
33. Pay-as-you-use and Additional Variable 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 invoiced in arrears and payable on the 25th day (or such other day as we designate) of the month following the calendar month in which the additional services were provided.
34. Late Payment and Penalty. If the Customer does not pay fees when due, a service fee of \$25 plus 5% penalty will be charged on all overdue balances under \$500. For balances equal to or greater than \$500 a fee of \$50 plus 5% penalty will apply. 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. Accelerator 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 internet or the Customer is in breach of the Service Agreement which, for the avoidance of doubt, includes these House Rules.
35. Insufficient Funds. The Customer will pay a fee of \$30.00 for any returned payments due to insufficient funds.

Liability

36. Mail. The Customer releases Accelerator from any liability arising out of or incurred in connection with any mail or packages received on the Customer's behalf.
37. Force Majeure. Accelerator 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 (including but not limited to hurricanes, tropical storms, and flooding), 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. Accelerator obligation to perform its obligations shall be suspended during the period required to remove such force majeure event. Accelerator 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 Accelerator or in another available Accelerator.

38. Release and indemnity. Customer agrees to release and indemnify Accelerator from any liability claims for business interruption, loss of use, loss of or damage to property or injury to or death of persons occurring in, upon, or about the Accelerator premises or in any manner arising out of or connected with Customer's use of the Accelerator including bathrooms, showers, work-out facilities, exercise machines, weights, parking facilities, and kitchens. Customer also agrees to indemnify and hold harmless Accelerator from loss or liability to coworkers or to Customer's guests due to their or Customer's negligence or intentional acts.
39. Release of Information. Accelerator reserves the right at all times to disclose any information about Customer and/or your participation in and use of the Accelerator as Accelerator deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Accelerator's sole discretion.
40. Insurance covering personal property. Customer understands and agrees that it shall be the Customer's own obligation to insure personal property located in the Accelerator premises, and the Customer further understands that the Accelerator will not reimburse the Customer for damage to the Customer's personal property. Customer will provide proof of coverage within 7 days of request by the Accelerator.
41. Worker's Compensation Insurance. Customer understands and agrees that it shall be the Customer's own obligation to insure its employee's as required by Florida worker's compensation laws. Customer further understands and agrees to indemnify and hold Accelerator harmless from any claim by Customer's employees or contractors for workers compensation benefits or damages from injuries while employed or under the direction of Customer. Customer will provide proof of coverage within 7 days of request by the Accelerator.
42. Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ACCELERATOR PROVIDES THE SERVICES "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIMS WITH RESPECT TO THE SERVICES ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES, DUTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT AND LACK OF NEGLIGENCE. ALSO, THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT CONCERNING ANY USE OF THE SERVICES. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF PARTICIPATION IN OR THE USE OF, THE SERVICES, REMAINS WITH CUSTOMER.

IT and technology policy

43. Introduction. This Policy applies where the Customer wishes to use Accelerator Telecommunication and Internet connectivity services and equipment. Accelerator is considered a Downstream Service Provider (DSP), which means Accelerator provides a personalized connection to the Internet which is managed and protected via a firewall.

- a. The Accelerator Internet service provides the Customer with an Internet connection that provides regular business activity such as web browsing, the ability to send and receive electronic communications access to business applications and like.
- b. The Accelerator Internet service is based on a symmetrical leased line connection or similar technology that is shared with other individual Accelerator Customers within the same Accelerator office building.
- c. Accelerator can provide the Customer with dedicated leased line connectivity various capacities subject to availability. This provides an uncontended, symmetrical connection of the selected Customer bandwidth. The service provides one (1) public IP address with the facility to purchase and deploy additional IP addresses.
- d. The service provides the Customer with the following capability:
 - i. The ability to deploy public IP addressing.
 - ii. The option to run server based solutions that require inbound connectivity (e.g. an FTP, web or mail server).
 - iii. The option to run “site to site” VPN connections.
 - iv. 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.

44. Accelerator Internet and Telecommunications Policy.

- a. Content. The Customer acknowledges that Accelerator does not monitor the content of information transmitted through Accelerator’ 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 Accelerator is merely providing a conduit for Customer’s Internet transmissions, similar to a telephone company, and that Accelerator accepts no liability for the content of transmissions by the Customer.
- b. Restrictions. The Accelerator 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.
- c. Accelerator Internet Access-Per User Basis. Accelerator grants the Customer access to the Accelerator 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 Accelerator fee for each user who accesses the Internet, either directly or through a proxy server.
- d. 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. The Customer shall pay all Accelerator fees for any unauthorized

Telecommunications/Data Lines use upon invoice from Accelerator. Accelerator 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.

- e. Customer Installed Telecommunications Lines. It is part of the Accelerator business model to provide Telecommunications Lines to its Customers. The Customer may not bypass the use of the Accelerator Telecommunications Lines by installing its own direct Telecommunications Lines. On a case by case basis, Accelerator 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 Accelerator which will be equal to the monthly Accelerator Internet fee, the Telecoms package fee or both.
- f. Security Violations. The Customer is prohibited from engaging in any violations of system or network security. The Accelerator 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. Accelerator reserves the right to suspend the Internet access upon notification from a recognized Internet authority or ISP regarding such abuse. Accelerator may disconnect the Customer's equipment and withhold services if Accelerator considers that the Customer's hardware or software is, or has become, inappropriate for connection to Accelerator's network. The Customer is responsible for the Customer's own virus protection on the Customer's systems and hardware.
- g. Accelerator Internet. Services are only available at Accelerator locations and connection to Accelerator's network is only permitted at those locations or via Accelerator provided services. The Customer must not create any links between Accelerator's network and any other network or any telecommunications service without Accelerator's consent.
- h. Revisions to this Policy. Accelerator may modify this Policy at any time, with or without notice.
- i. **DISCLAIMER OF LIABILITY FOR THIRD PARTY PRODUCTS.** As part of its services to the Customer, Accelerator may provide third party Internet access and computer hardware and software ("Third Party Services"). ACCELERATOR 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 ACCELERATOR AS TO THE FITNESS OF THE THIRD PARTY SERVICES FOR THE CUSTOMER'S INTENDED PURPOSE.
- j. **DISCLAIMER OF LIABILITY FOR THE CUSTOMER'S EQUIPMENT.** ALL CUSTOMER EQUIPMENT STORED IN THE ACCELERATOR TELECOMMUNICATIONS ROOM IS STORED AT CUSTOMER'S OWN RISK. ACCELERATOR DISCLAIMS ANY AND ALL LIABILITY FOR SUCH EQUIPMENT AND SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGE TO SUCH EQUIPMENT.
- k. **DISCLAIMER OF INDIRECT DAMAGES FROM LOSS OF SERVICE.** Accelerator does not provide any service level agreement to the Customer in regard to provision or loss of service for its Internet services. Accelerator 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.

1. **DISCLAIMER OF INDIRECT DAMAGES.** Accelerator 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.

I hereby acknowledge that I have read and understood all of the House Rules and further agree to be bound by them and comply thereto.

Accelerator:

Name (printed): _____

Title: _____

Date: _____

Signature: _____

Customer Name _____

By: (print name) _____

Title: _____

Date: _____

By (signature) _____