

# Community Space License and Terms of Use

This Community Space License and Terms of Use (“Agreement”) is entered into by Google LLC (“Google”) and the other party agreeing to these terms (“Organization”). This Agreement is effective as of the date Organization clicks the “Accept” button below and will remain in effect until terminated. Organization represents that the person accepting this Agreement has the authority and has obtained all necessary approvals to do so on behalf of Organization.

## DEFINITIONS

- “Community Space” means the meeting and event space located on a portion of the Property as designated by Google in its sole discretion.
- “Function” means one or more Organization events approved by Google in advance in writing (email is sufficient) that take place in the Community Space for the Function Period.
- “Function Period” means the period of time Organization is approved in writing by Google (email is sufficient) to use the Community Space for each Function, including setup and cleanup.
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- “Function Items” means any materials, devices, supplies, equipment, food, or beverages required for a Function.
- “Google Related Parties” means Google’s respective owners, partners, principals, members, trustees, officers, directors, shareholders, managers, agents, employees, and lenders.
- “Organization Related Parties” means Organization’s agents, contractors, employees, guests, or invitees.
- “Other Areas” means the sidewalks, corridors, loading docks, and other common areas of the Property not included in the designated Community Space, but reasonably required for a Function.
- “Property” means the building located at Hills Plaza, 2 Harrison. , San Francisco, California.

## LICENSE

Google grants Organization a temporary, nonexclusive, revocable license to use the Community Space and/or Other Areas for a specified Function during the Function Period, each as approved by Google in advance in writing (email is sufficient). Organization may not sublicense the Community Space or assign this Agreement or the licenses to any other person or entity. For the sake of clarity, Google is under no obligation to license the Community Space to Organization for any Function, and each Function will be reviewed and approved or denied at Google’s sole discretion. The granting of the foregoing license in no way grants Organization any rights in or to any portions of the Property other than the Community Space or Other Areas.

## CANCELLATIONS

Organization acknowledges and agrees that Google may cancel a Function at any time and for any reason by providing written notice to Organization (email is sufficient). Organization will not be entitled to any compensation from Google if Google exercises its option to cancel any Function.

## CONDITION OF COMMUNITY SPACE

Organization acknowledges and agrees that: (a) it is using the Community Space and Other Areas at its sole risk, (b) it has inspected the Community Space and Other Areas and has accepted each "as is", and (c) it will inspect the Community Space and Other Areas prior to the Function and immediately notify Google of any hazardous or dangerous conditions. Google makes no representations or warranties with respect to the condition of the Community Space, Other Areas, or Property, or the fitness or suitability of the Community Space for the Function.

## USE OF THE COMMUNITY SPACE

Organization agrees to the following conditions regarding its use of the Community Space, Other Areas, Property, Function Items, and Function Personnel:

- Organization will comply with all applicable laws and regulations. Organization understands that Google may be a vendor and/or lobbyist employer, and that Google employees may be registered lobbyists. Notwithstanding, my Organization can accept, and Google can provide the Community Space, Other Areas, Property, Function Items, and Function Personnel to my Organization under applicable laws. Neither this Agreement nor my Organization's use of the Community Space, Other Areas, Property, Function Items, or Function Personnel will prevent Google from supplying products or services to my Organization.
- Prior to the Function Period, the Organization will obtain copies of any permits and other approvals legally required for the Function, and if required by law, display any such permits during the Function. Upon Google's request, the Organization will provide Google with copies of any such permits or other approvals.
- Google has no obligation to provide Organization with Function Personnel or Function Items, however Google may do so at its sole discretion. If Google determines in its sole discretion that Function Personnel are necessary for a certain Function, Google may require Organization to retain its own contractors to provide the necessary service (which contractors will be subject to Google's approval). Google may require Organization to reimburse Google for any Function Personnel or Function Items provided by Google. Google will invoice Organization for any such costs, and Organization will pay Google within five (5) business days of the invoice date.
- Before conclusion of the Function Period, Organization will remove all of its materials, equipment, supplies, and other items from the Community Space and return the Community Space, Other Areas, Property, and/or Function Items to Google in the same condition as received. Garbage must be disposed of in the trash containers specified by Google. If Organization fails to remove items from the Community Space during the Function Period, or if excess clean-up is required as determined by Google at its sole discretion, Google may remove such items or hire additional janitorial services at Organization's sole cost and expense. Google will invoice Organization for any such costs, and Organization will pay Google within five (5) business days of the invoice date.
- Organization is responsible for any damage to the Community Space, Other Areas, Property, and/or Function Items that occurs during the Function Period. At its sole discretion, Google may repair any such damage or replace any such Function Items at Organization's sole cost and

expense. Google will invoice Organization for any such costs, and Organization will pay Google within five (5) business days of the invoice date.

- Organization may not use the Google name, logo, or other trademarks in any manner whatsoever, except as approved by Google in advance in writing.
- Organization will obtain Google's prior written consent in advance of placing any objects in or around the Community Space or Property, including but not limited to furniture, equipment, signage, or other materials. Organization will not permit any flammable, toxic, or otherwise hazardous materials to be transported through, or used, located, or stored within, the Community Space or Property.
- During the Function, Organization must appoint someone to be onsite at the Community Space at all times to monitor Function activities.
- Organization will not park any vehicle or locate any equipment within 20 feet of or otherwise block the Property's fire, life, or safety exits, paths, or access points.
- Organization will not represent to any person, entity, or governmental agency that Google is your employee or employer, or that the Google premises is your residence or office space.
- Organization will not run any contests or pyramid schemes, or send chain letters, junk email, or other unsolicited message (commercial or otherwise).
- Organization will not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Organization will not publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Organization will not gather or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party.
- Organization will not create or use a false identity for the purpose of misleading others.
- While using any Function Items that constitute devices (such as computers), Organization will not:
  - Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless your Organization owns or controls the rights thereto or have received all necessary consent to do the same;
  - Use any material or information, including images or photographs, in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
  - Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another computer or property of another; or
  - Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Organization acknowledges that Google and Google Related Parties may enter the Community Space at any time with or without cause or notice.
- Organization will comply with all additional rules, policies, and usage instructions provided by Google, including but not limited to the guidelines set forth at <https://kstatic.googleusercontent.com/files/79806b137a1cf03fec4e0c6bb2d4655cf03f3824790bcf4a12307ff32396ddd7f6a15c16a5f769f20180ac2d524676f3b09556c7392f752f>

[715331a2d5baee](#) which may be updated from time-to-time. Should any conflict exist between this Agreement and the Google Community Space Guidelines or additional rules, policies, and usage instructions provided by Google, the Google Community Space Guidelines, additional rules, policies, and usage instructions will govern.

## **LIMITATION OF LIABILITY**

Google's liability for any of its obligations under this Agreement will be limited to \$10,000. In the event Organization's property or business is lost or damaged as a result of fire, flood, other casualty, or Google's performance or failure to perform repairs, Organization will not be entitled to any of Google's insurance proceeds or any of its recoveries, causes of action, rights, or rights of action related to the casualty. Under no circumstances will any present or future member or partner of Google or Google Related Parties have any liability for the performance of Google's obligations under this Agreement. The limitations of liability contained in this Agreement will inure to the benefit of Google's present and future Google Related Parties, successors, and assigns.

## **INDEMNITY; WAIVER.**

To the fullest extent permitted by law, Organization will indemnify, hold harmless, and defend Google and Google Related Parties from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees, arising out or alleged to arise out of or resulting from this Agreement or Organization's use of the Community Space, Other Areas, Property, Function Items, or Function Personnel by Organization or Organization Related Parties. The indemnification obligation in this Section will survive the termination of this Agreement and will not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for Organization under any applicable workers' compensation acts or any insurance required under this Agreement or otherwise carried by Organization. Organization expressly waives all limitation on its liability described in this Section. Organization waives all claims against Google and Google Related Parties for (i) any damage to person or property (or resulting from the loss of use thereof), except to the extent caused by the gross negligence or willful misconduct of Google or any Google Related Party and (ii) any failure to prevent or control any criminal or otherwise wrongful conduct by any third party or to apprehend any third party who has engaged in such conduct. Notwithstanding any provision in this Agreement to the contrary, neither Google nor any Google Related Party will be liable for (and Organization waives any claims for) any injury or damage to or interference with Organization's business, including loss of profits or other revenues, loss of business opportunity, loss of goodwill, loss of use, or for any form of special, consequential or punitive damages.

## **INSURANCE REQUIREMENTS**

**Certificates of Insurance.** Organization will carry and maintain: (1) Commercial General Liability Insurance applicable to its use of the Community Space, Other Areas, Property, Function Items, and Function Personnel and provide, on an occurrence basis, a minimum combined single limit of \$1,000,000, (2) Property/Business Interruption Insurance written on an All Risk or Special Perils form, covering Organization's personal property for the full replacement cost value (subject to reasonable deductible amounts), and (3) Worker's Compensation to the extent required by law and Employer's Liability of \$1,000,000 per occurrence. If any sale of alcoholic beverages will occur at the Community

Space, Organization will carry "dram shop" or liquor insurance coverage (if consumption but not sales will occur, a "host liquor liability insurance" is required instead) in the amount of at least \$2,000,000 per occurrence, with Google, Google's property manager and such other parties as Google may designate as additional insureds. Any company writing any of Organization's insurance will have an A.M. Best rating of not less than A-VIII. Organization's policy for Commercial General Liability Insurance will name Google (and its successors and assigns), the managing agent for the Property (and its successors and assigns), and their respective members, principals, beneficiaries, partners, officers, directors, employees, and agents, and other designees of Google and its successors as the interest of such designees will appear, as additional insureds. All policies of Organization's insurance will contain endorsements that the insurer(s) will give Google and its designees at least 30 days' advance written notice of any cancellation, termination, material change or lapse of insurance. If Organization retains any third party Function Personnel, such third party Function Personnel service providers will be required to maintain insurance with the same terms and conditions described in this Section plus such additional insurance as Google deems appropriate, in its sole discretion. Organization and Google waive and will cause their respective insurance carriers to waive any and all rights of recovery against the other or against the trustees, members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents of the other, for loss of or damage to its property to the extent such loss or damage is covered by insurance or required to be covered by insurance in accordance with this Agreement. For the purposes of this waiver, any deductible with respect to an Organization's insurance will be deemed covered by and recoverable by Organization under valid and collectable policies of insurance.

**Evidence of Insurance Coverage.** Upon Google's request, the Organization will provide evidence of required insurance coverage to Google or Google's third-party vendor. Google's failure to request, review, or object to the terms of Organization's certificates of insurance will not (i) waive any of Organization's obligations under this Agreement, (ii) waive any of Google's rights under this Agreement, or (iii) limit or diminish Organization's liability under this Agreement.

#### **SUBORDINATION AND ATTORNMENT**

THIS AGREEMENT IS NOT INTENDED TO CREATE A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY IN FAVOR OF ORGANIZATION, BUT MERELY CREATES A REVOCABLE LICENSE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. ORGANIZATION'S AGREEMENT TO THIS CONDITION FORMED A MATERIAL PART OF THE CONSIDERATION FOR GOOGLE'S AGREEMENT TO ENTER INTO THIS AGREEMENT. This Agreement will be subject and subordinate to all existing and future ground or underlying leases, mortgages, trust deeds and other encumbrances against the Property, all renewals, extensions, modifications, consolidations and replacements thereof (each, a "Security Agreement"), and all advances made upon the security of such mortgages or trust deeds, unless in each case the holder of such Security Agreement requires in writing that this Agreement be superior thereto. Organization will promptly execute such further instruments as Google may reasonably deem necessary to evidence such subordination or superiority of this Agreement to any Security Agreement.

#### **TERMINATION**

Either party may immediately terminate this Agreement for convenience by providing written notice to the other party (email is sufficient). In the event this Agreement terminates, any future Functions will

automatically be terminated without additional notice. Organization will not be entitled to any compensation from Google if Google exercises its option to terminate this Agreement.

## **CALIFORNIA STATUTORY CASP DISCLOSURE**

For purposes of Section 1938(a) of the California Civil Code, Google hereby discloses to Organization, and Organization hereby acknowledges, that the Property (inclusive of Community Space and Other Areas) have not undergone inspection by a Certified Access Specialist (CASP). In addition, the following notice is hereby provided pursuant to Section 1938(e) of the California Civil Code: "A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." In furtherance of and in connection with such notice: (i) Organization, having read such notice and understanding Organization's right to request and obtain a CASp inspection and with advice of counsel, hereby elects not to obtain such CASp inspection and forever waives its rights to obtain a CASp inspection with respect to the Building (inclusive of Community Space and Other Areas) to the extent permitted by applicable laws now or hereafter in effect; and (ii) if the waiver set forth in clause (i) hereinabove is not enforceable pursuant to applicable laws now or hereafter in effect, then Google and Organization hereby agree as follows (which constitute the mutual agreement of the parties as to the matters described in the last sentence of the foregoing notice): (A) Organization shall have the one-time right to request for and obtain a CASp inspection, which request must be made, if at all, in a written notice delivered by Organization to Google on or before the commencement date of this Agreement; (B) any CASp inspection timely requested by Organization shall be conducted (1) only after ten (10) days' prior written notice to Google of the date of such CASp inspection, (2) in a professional manner by a CASp designated by Google and without any testing that would damage the Building (inclusive of Community Space and Other Areas) in any way, (3) in accordance with all of the provisions of this Agreement applicable to Organization contracts for construction, and (4) at Organization's sole cost and expense, including, without limitation, Organization's payment of the fee for such CASp inspection, the fee for any reports and/or certificates prepared by the CASp in connection with such CASp inspection (collectively, the "CASP Reports") and all other costs and expenses in connection therewith; (C) Google shall be an express third party beneficiary of Organization's contract with the CASp, and any CASp Reports shall be addressed to both Google and Organization; (D) Organization shall deliver a copy of any CASp Reports to Google within two (2) business days after Organization's receipt thereof; (E) any information generated by the CASp inspection and/or contained in the CASp Reports shall not be disclosed by Organization to anyone other than (I) contractors, subcontractors and/or consultants of Organization, in each instance who have a need to know such information and who agree in writing not to further disclose such information, or (II) any governmental entity, agency or other person, in each instance to whom disclosure is required by law or by regulatory or judicial process; and (F) Organization, at its sole cost and expense, shall be responsible for making any improvements, alterations, modifications and/or repairs to or within the Building (inclusive

of Community Space and Other Areas) to correct violations of construction-related accessibility standards, including, without limitation, any violations disclosed by such CASp inspection.

## MISCELLANEOUS

- Organization will reimburse Google for any and all costs or expenses, including, without limitation, attorneys' fees, incurred by Google in connection with the enforcement of this Agreement. To the extent permitted by law, Organization waives any right to trial by jury in any proceeding based upon a breach of this Agreement.
- Each of Organization and Google represent and warrant to the other that it has not dealt with any broker in connection with this Agreement and that to the best of its knowledge and belief, no broker, finder or like entity procured or negotiated this Agreement or is entitled to any fee or commission in connection herewith. The execution and delivery of this Agreement by each party will be conclusive evidence that each party has relied upon the foregoing representations and warranties. Each of Organization and Google will indemnify, defend, protect and hold the other party harmless from and against any and all losses, liabilities, damages, claims, judgments, fines, suits, demands, costs, interest and expenses of any kind or nature (including reasonable attorneys' fees and disbursements) which the indemnified party may incur by reason of any claim of or liability to any broker, finder or like agent arising out of any dealings claimed to have occurred between the indemnifying party and the claimant in connection with this Agreement, and/or the above representation being false. The provisions of this Section will survive the expiration or earlier termination of this Agreement.
- All legal notices must be in English, in writing, and addressed to the other party's primary contact, which for Google is legal-notices@google.com. Any amendment must be in writing and signed by both parties. This Agreement states all terms agreed between the parties and cancels and replaces all other agreements between the parties relating to its subject matter. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES, AND THE PARTIES AGREE THAT THE COURTS LOCATED IN SANTA CLARA COUNTY, CALIFORNIA, USA ARE THE SOLE AND EXCLUSIVE VENUE FOR ANY LITIGATION.