

SUBLEASE AGREEMENT

_____, California

This Sublease Agreement (“**Sublease**”) is made as of the ____ day of _____, 20____ (the “**Effective Date**”) by and between _____, a _____ corporation (“**Sublessor**”), and _____, a _____ corporation (“**Sublessee**”).

Recitals

A. Pursuant to that certain Lease [Single Tenant; Net] (the “**Prime Lease**”) dated _____, 20__ by and between _____, a _____ corporation (“**Prime Lessor**”), as landlord, and Sublessor, as tenant (the Prime Lease is attached hereto as **Exhibit A**) Prime Lessor leased and demised to Sublessor certain premises comprised of an office building (the “**Prime Lease Premises**”) consisting of approximately _____ square feet and commonly known as _____, _____, CA _____ (“**Building**”), which building is situated in the City of _____, County of _____, State of California, in the project commonly known as _____ (the “**Project**”) as depicted on and more fully described in the Prime Lease.

B. Sublessor wishes to sublease to Sublessee and Sublessee wishes to sublease from Sublessor a portion of the Building consisting of _____ office space of approximately _____ rentable square feet (hereinafter, the “**Sublet Premises**”) as depicted on **Exhibit B** attached hereto, under the terms and subject to the conditions hereinafter set forth. In the event of any discrepancy between the square footage set forth above and the actual square footage of the Sublet Premises, the square footage set forth above shall prevail for all purposes.

C. To the extent not defined herein, defined terms used herein shall have the meaning ascribed to them in the Prime Lease.

NOW, THEREFORE, for and in consideration of the foregoing Recitals and the mutual covenants, promises, and agreements herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Demise and Premises. Sublessor hereby grants and demises to Sublessee, and Sublessee hereby accepts from Sublessor, subject to the express terms and conditions of this Sublease and the Prime Lease, for the term set forth in Section 2 below, the Sublet Premises together with the non-exclusive right to use the parking, driveway areas, roof and all common facilities, if any, available to Sublessor under the Prime Lease, in common with Prime Lessor and other tenants of the Prime Lease Premises, and their invitees, licensees, employees, officers, servants, contractors and visitors. Pursuant to Section 6 below, Sublessee shall have shared access to the existing main lobby in the Building which is part of the Prime Lease Premises which is available to Sublessee and other occupants of the Prime Lease Premises. In addition, Sublessee shall have shared access to the _____ of the Building as identified on **Exhibit A** for the installation, operation and removal of Sublessee’s server and communication equipment.

2. Sublease Term.

(a) Sublessor shall attempt to deliver possession of the Sublet Premises to Sublessee by _____, 20__ (the “**Delivery Date**”) in an “as-is”, “where-is” and “with all faults” condition with no representations or warranties from Sublessor, except as otherwise expressly provided in this Sublease. Upon Delivery to Sublessor of the Commencement Deliverables (defined below) Sublessee shall be permitted to install its alterations, furniture, fixtures and equipment and occupy the Sublet Premises after the Delivery Date. The term of this Sublease (the “**Sublease Term**”) shall commence on _____, 20__ or as soon thereafter following the date Sublessor has received the following: (collectively, the “**Commencement Deliverables**”) consent of the Prime Lessor to this Sublease, Security Deposit (hereinafter defined), the First Month’s Fixed Rent (hereinafter defined) and proof of insurance (hereinafter defined) (“**Commencement Date**”) and shall end on _____, 20__ (the “**Sublease Expiration Date**”). Notwithstanding anything to the contrary set forth herein, in no event shall the Sublease Expiration Date extend to a date later than the expiration date of the Prime Lease, which is _____, 20__.

(b) Subject to rent abatement as set forth below, rent shall commence on the Commencement Date (the “**Rent Commencement Date**”). Sublessor shall not be liable to Sublessee for any loss or damage incurred by Sublessee if Sublessor does not deliver possession of the Sublet Premises to Sublessee on the Delivery Date. Notwithstanding anything in this Sublease to the contrary, in the event the Prime Lease is terminated for any reason, this Sublease shall also terminate as of the date of termination of the Prime Lease. Sublessor shall have no liability to Sublessee due to the termination of this Sublease as a result of the termination of the Prime Lease, so long as the reason for such termination is not solely a default by Sublessor of its obligation under the Prime Lease which causes a termination of the Prime Lease after the expiration of any applicable notice and cure period.

3. Fixed Rent. Commencing on the Rent Commencement Date, Sublessee shall pay to Sublessor, Attn: _____, at _____, _____, CA _____, or at such other address or to such property manager as Sublessor shall notify Sublessee in writing, the base monthly rent per rentable square foot of the Sublet Premises set forth below (the “**Fixed Rent**”):

<u>MONTHS</u>	<u>MONTHLY FIXED RENT PER SQUARE FOOT</u>	<u>MONTHLY FIXED RENT</u>
	\$____ NNN	\$____
	\$____ NNN	\$____
	\$____ NNN	\$____

	\$____ NNN	\$____
	\$____ NNN	\$____

* Month ____ of the Sublease Term is hereinafter defined as the “**Full Rent Commencement Date**” for the purposes of Section 20 below.

Fixed Rent shall be payable in monthly installments in advance during the Sublease Term on the first day of each month, commencing on the Rent Commencement Date and continuing through the end of the Sublease Term. In the event the Rent Commencement Date is a day other than the first day of a calendar month, Sublessee shall pay to Sublessor, on or before the Rent Commencement Date, a prorata portion of the monthly installment of Fixed Rent, such prorata portion to be based on the number of days remaining in such partial month beginning with the Rent Commencement Date through the end of such calendar month. Sublessee shall pay the Fixed Rent for the first full month of the Sublease Term (“**First Month’s Fixed Rent**”) to Sublessor on or before the Effective Date concurrently with Sublessee’s execution of this Sublease.

Notwithstanding anything to the contrary contained herein to the extent an Event of Default is not occurring, Sublessor shall, subject to Section 12 below, abate Fixed Rent for the _____ of the Sublease Term and abate _____ of Fixed Rent for the _____ (____th) and _____ (____th) months of the Sublease Term, as shown in the above Fixed Rent Schedule.

4. Additional Rent. Notwithstanding anything to the contrary contained herein to the extent an Event of Default is not occurring, Sublessor shall, subject to Section 12 below, abate Additional Rent for the _____ months of the Sublease Term and abate _____ of Additional Rent for the _____ (____rd) and _____ (____th) months of the Sublease Term. Sublessee shall pay to Sublessor Sublessee’s prorata share (which is defined to be _____%) of Operating Expenses (as defined in Article ____ of the Prime Lease) as additional rent (“**Additional Rent**”); Sublessee’s prorata share of such Operating Expenses is currently estimated to be _____ Dollars (\$_____) per rentable square foot of the Sublet Premises per month, net of utilities and janitorial services and shall adjust pursuant to the Prime Lease. Sublessee shall contract and pay directly for janitorial services. Additionally, Sublessee shall pay its’ pro-rata share of utilities to Sublessor. Sublessee shall, at Sublessee’s sole cost and expense, pay for utilities, janitorial and maintenance services for the Sublet Premises.

As used herein, the term “**Rent**” shall mean and include Fixed Rent, Additional Rent as defined above or any other sums due hereunder or pursuant to the Prime Lease and Sublessor shall have all rights and remedies for Rent and any other sums due hereunder or under the Prime Lease that Sublessor has with respect to Fixed Rent. Except as expressly set forth herein, all Rent shall be due and payable without prior notice, demand, deduction or offset. Notwithstanding anything to the contrary contained in the Prime Lease which may be incorporated herein, unless expressly provided otherwise in this Sublease, all non-reoccurring payments of Rent shall be due within _____ (____) days of invoice from Sublessor.

Sublessor and Sublessee acknowledge that Sublessee shall be required to pay for all utilities provided to the Sublet Premises beginning on the Premises Delivery Date. In the event the Sublet Premises is not separately metered, Sublessee shall pay its pro rata share of the utilities for the Building.

5. Interest and Late Charges on Overdue Payments. In the event that Sublessee shall fail to pay any installment of Fixed Rent or Additional Rent or any other sum due hereunder or pursuant to the Prime Lease, Sublessee shall pay Sublessor those amounts defined as interest and the late charge in Section _____ of the Prime Lease, provided that Sublessee shall be entitled to any grace periods provided in the Prime Lease. The parties agree that the payment of such interest or late charges represents the liability that Sublessor will incur to Prime Lessor by reason of the late payment by Sublessee, and is therefore not a penalty.

6. Use. Sublessee shall use and occupy the Sublet Premises for the uses expressly permitted under the Prime Lease, subject to the express terms and conditions of Article____, Section _____ of the Prime Lease. To the extent that there is a receptionist in the lobby of the Building, Sublessor shall use commercially reasonable efforts to require said receptionist to provide minimal assistance to all subtenants of the Building. Sublessee and Sublessor understand that such assistance may consist exclusively of responding to visitors inquiring as to the location of subtenants or Sublessor's personnel at the Prime Lease Premises. The foregoing shall not be deemed to require Sublessor or any other subtenant or occupant of the Building to provide a receptionist.

Sublessee shall have pro-rata roof rights as defined in Section _____ of the Prime Lease subject to Sublessor and Prime Lessor's approval based on a proration of such rights defined therein. Such proration shall be determined based on a fraction, the numerator of which is the rentable square footage of the Sublet Premises and the denominator of which is the rentable square footage of the Building. Sublessee shall be responsible for any restoration of any rooftop equipment or modification as required by the Prime Lease.

7. Access to Sublet Premises. During the period of time from the Effective Date until the Delivery Date, Sublessee shall be granted access to the Sublet Premises on a day or days of the week and during such time periods as shall be determined by Sublessor in its reasonable discretion, subject to at least _____ (____) hours advance notice to Sublessor from Sublessee for the purpose of gathering information for initial planning and design to the Sublet Premises. Notwithstanding the foregoing, the Sublet Premises shall not be deemed delivered to Sublessee, and Sublessee shall not be deemed in possession of the Sublet Premises until the Delivery Date. In the event Prime Lessor has consented to this Sublease on or before the Delivery Date, Sublessee shall have the right to occupy the Sublet Premises from and after the Delivery Date for construction of Tenant Improvements (defined below), installation of furniture, equipment and furnishings in the Sublet Premises. The obligation to pay Fixed Rent shall be abated for any such period of early occupancy prior to the Delivery Date, but all other terms of this Sublease (including, but not limited to, Sublessee's obligation to pay for all utilities for the Sublet Premises, provide the Security Deposit and First Month's Fixed Rent prior to any such early access and to carry the insurance required by Section _____ of the Prime Lease and Section 10 of this Sublease hereinbelow) shall be in effect during such period, and prior to Sublessee's early occupancy of the Sublet Premises. Any such early possession shall not affect

nor advance the Sublease Expiration Date of the Sublease Term. Any and all materials, work, installations, equipment and decorations of any nature brought upon the Building or installed by Sublessee in the Sublet Premises shall be at Sublessee's sole risk. Neither Sublessor nor any party acting on Sublessor's behalf on or about the Building shall be responsible for any claim, damage or loss or destruction of such items brought to the Building or installed in the Sublet Premises prior to the Commencement Date and Sublessee shall indemnify, defend and hold Sublessor harmless from any claim, loss, damage or destruction as a result of such early occupancy. From and after the Delivery Date, Sublessee shall have access to the Sublet Premises seven (7) days per week, twenty-four (24) hours per day, three hundred sixty-five (365) days per year subject to the terms and conditions of this Sublease and the Prime Lease. Sublessee acknowledges that the Building and Sublet Premises do not have an existing keycard access system and Sublessee shall have the right, at Sublessee's sole cost, expense and liability, to install a controlled access card reader system for access to the Building and the Sublet Premises.

7.1 Application of Prime Lease. As applied to this Sublease, the words, "Landlord" and "Tenant" in the Prime Lease will be deemed to refer to Sublessor and Sublessee, respectively under this Sublease. Except as otherwise provided in this Sublease, or except to the extent inconsistent herewith, the rights and obligations of Prime Lessor and Sublessor under the Prime Lease will be deemed to be the rights and obligations of Sublessor and Sublessee, respectively, under this Sublease, and will inure to the benefit of, and be binding on, Sublessor and Sublessee, respectively. All provisions of the Prime Lease shall apply to this Sublease unless specifically excluded or modified by this Agreement. Sublessor represents that it has delivered to Sublessee a true and complete copy of the Prime Lease to Sublessee, and Sublessee acknowledges receipt of a copy of the Prime Lease from Sublessor, which such copy is attached hereto as Exhibit A. Notwithstanding the foregoing, the parties hereto acknowledge that the following sections of the Prime Lease shall not be incorporated within this Sublease: Paragraphs ____, ____, ____, ____, ____, and ____ of Article ____, Sections ____, ____, ____, ____, ____, ____, and all provisions regarding ____, ____, ____, ____, ____, Exhibits ____, ____, ____, and ____ (including ____, Schedule ____ to Exhibit ____) and the License.

8. Indemnification. The provisions of Section ____ of the Prime Lease are incorporated herein.

9. Sublessor's Performance. Sublessee has reviewed the provisions of the Prime Lease concerning the obligation of the Prime Lessor to supply building services to the Sublet Premises. Sublessee recognizes that Sublessor is not in a position to render nor is Sublessor obligated to render any of such services, take any action except as provided in Section 22, or perform any of the obligations required of Prime Lessor by the terms of the Prime Lease.

10. Insurance.

10.1 Sublessee, at Sublessee's sole expense, shall maintain for the benefit of Sublessor and Prime Lessor such policies of insurance (and in such form) with respect to the Sublet Premises as are required by the Prime Lease, which policies shall be reasonably satisfactory to Sublessor as to coverage and insurer, shall be maintained as primary policies, and

shall extend to and cover the acts and omission of Sublessee, and anyone acting by, through or under Sublessee notwithstanding anything contained in the Prime Lease to the contrary. Each policy of insurance required under this paragraph shall name Sublessor and Prime Lessor each as an additional insured. Sublessee shall provide Sublessor with certificates of insurance evidencing such policies and that Sublessor has been named as an additional insured under a separate additional insured endorsement approved by Sublessor as promptly as reasonably practical, but in no event later than the Delivery Date, and copies of such policies upon Sublessor's request therefor. Sublessee shall use best efforts to cause all insurance policies to contain a provision and certificate of insurance shall expressly state that the insurer will give to Prime Lessor and Sublessor and such other parties in interest at least thirty (30) days notice in writing in advance of any material change, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance below the amounts specified herein.

Sublessee shall provide or cause its contractors to provide insurance in the amount and in the form required of Sublessee under the terms of the Prime Lease on or before Sublessee's contractors, materialmen or laborers commence Sublessee's work for its alterations or any other future alterations to the Sublet Premises.

10.2 Each party shall use its best efforts to cause each insurance policy it obtains to provide that the insurer thereunder waives all right of recovery by way of subrogation under any "all-risk" property insurance as required herein in connection with any damage covered by the policy.

11. Sublessee Defaults. The occurrence of any of the following shall be a default (an **"Event of Default"**) under this Sublease:

11.1 Sublessee shall fail to pay in full when due any and all installments of rent or any other charge agreed to be paid by Sublessee, if the failure continues for five (5) days after receipt of written notice by Sublessee; or

11.2 Sublessee violates or fails to perform any other term, covenant, condition or agreement herein contained or provided for in the Prime Lease, other than as set forth in Section 11.1 above, and such failure continues for a period of twenty-five (25) days after written notice thereof is given to Sublessee. If the default is of such a nature that it cannot be completely remedied within the twenty-five (25) day period, this provision shall be complied with if Sublessee begins correction of the default within the twenty fifth (25th) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable and to prosecute the same to completion, or

11.3 Sublessee becomes insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against Sublessee, or a bill in equity or other proceeding for the appointment of a receiver for Sublessee is filed, or if proceedings for reorganization or for composition with creditors under any state or federal law be instituted by or against Sublessee, or if the subleasehold interest is levied on under execution, or

11.4 Sublessee abandons (as defined in California Civil Code, Section 1951.3 or any successor provision thereto) all or any portion of the Sublet Premises.

12. Sublessor Remedies. In the event of an Event of Default by Sublessee, and without any other action by Sublessor, and at Sublessor's option, Sublessor may exercise any and all remedies of the Prime Lessor under the Prime Lease. In addition to the foregoing, Sublessor may exercise any and all other rights or remedies, granted or allowed landlords by any existing or future statute or other law applicable in cases where a landlord seeks to enforce rights arising under a lease agreement against a tenant who has defaulted or otherwise breached the terms of such lease agreement subject, however, to all of the rights granted or created by any such statute or other applicable law existing protection and benefit of tenants. Should Sublessee be in default of its obligations under this Sublease as provided in Section 11, above and this Sublease is terminated as a result of Sublessee's default pursuant to this Sublease, then, in addition to all other damages specified in this Sublease, Sublessor's damages shall include any amounts advanced by Sublessor as to this Sublease or Sublessee's improvements including, without limitation, the unamortized portion of any free or abated Fixed Rent or Additional Rent, the Allowance (defined below), or any Brokers' commissions (amortized on a straight-line basis over the Sublease Term) with interest thereon at the interest rate specified in Article 5 hereof, calculated from the Rent Commencement Date of this Sublease through the date of full repayment to Sublessor.

13. Remedies Cumulative. All of the remedies hereinbefore given to Sublessor and all rights and remedies given to it by law and equity shall be cumulative and concurrent. Except as expressly provided herein and in the Prime Lease, no termination of this Sublease or the taking or recovering of the Sublet Premises shall deprive Sublessor of any of its remedies or actions against Sublessee for rent due or other breach hereof at the time or which, under the terms hereof, would in the future become due as if there has been no termination, or for any and all sums due at the time or which, under the terms hereof, would in the future become due as if there had been no termination, nor shall the bringing of any action for rent or breach of any covenant, or the resort to any other remedy herein provided for the recovery of rent or other breach be construed as a waiver of the right to obtain possession of the Sublet Premises.

14. Notices. All notices required hereunder shall be deemed to be given when hand delivered or one day after deposit with express overnight courier delivery, or three days after mailing by certified U.S. mail, return receipt requested, postage prepaid. Any notices to Sublessor shall be addressed as follows:

If to Sublessor:

Attention: _____
_____, California _____

With a copy of legal notices to:

_____, California _____
Attn: _____, General Counsel

and

Address for Payment of Rent:

Attention: _____

If to Sublessee prior to Delivery Date:

Attention: _____

If to Sublessee after Delivery Date:

At the Sublet Premises, Attention: _____

The time limits provided for in the provisions of the Prime Lease for the giving of notice, making of demands, performance of any act, condition or covenant, or the exercise of any right, remedy or option, are amended for the purposes of this Sublease by lengthening or shortening the same in each instance by two (2) business days, as appropriate, so that notices may be given, demands made, or any act, condition or covenant performed, or any right, remedy or option hereunder exercised, by Sublessor or Sublessee, as the case may be, within the time limit relating thereto contained in the Prime Lease. If the Prime Lease allows only four (4) business days or less for Sublessor to perform any act, or to undertake to perform such act, or to correct any failure relating to the Sublet Premises or this Sublease, then Sublessee shall nevertheless be allowed two (2) business days to perform such act, undertake such act and/or correct such failure.

15. Assignment and Subletting. Sublessee shall comply with the express terms and provisions of Article _____ of the Prime Lease with regard to assignment and subletting and in those instances where applicable, shall be subject to the Prime Lessor's approval as provided in the Prime Lease; provided, however, if Sublessor must first obtain the written consent of Prime Lessor, Sublessor's consent, which shall not be unreasonably withheld or delayed.

Notwithstanding the foregoing, nothing in this Section shall impose upon Sublessor any obligation to obtain, beyond its reasonable efforts to do so, the consent of Prime Lessor or any other third party. Sublessee shall, at its sole cost and expense, pay all fees and costs as defined in the Prime Lease to Sublessor and Prime Lessor in connection with the subletting of the Sublet Premises to Sublessee, as well as any fees and costs relating to any future assignments or subleases by Sublessee.

Notwithstanding anything to the contrary contained in this Article 15, Sublessee shall have the right (i) to sublease or assign all or a portion of the Sublet Premises to any related entity, parent company, affiliate or subsidiary of Sublessee (collectively, “**Affiliate**”) or (ii) to assign this Sublease as part of a consolidation, merger, reorganization or stock, equity or ownership transfer or from a purchase of a substantial portion of Sublessee’s assets; provided that such Affiliate has the ability to meet each of the obligations under this Sublease and the Prime Lease to the extent incorporated herein. This Sublease is conditioned upon Prime Lessor agreeing as part of its consent to this Sublease that Prime Lessor’s consent shall not be required to any transfer by Sublessee as described in this paragraph.

To the extent that any request for an assignment or sublease of all or a portion of the Sublet Premises is made by Sublessee and the party who will become the sub-sublessee is not an Affiliate, Sublessor shall not unreasonably withhold, condition or delay the approval of any proposed sublease or assignment, provided that such subleasing and assignment rights are in accordance with the provisions of Article _____ of the Prime Lease and this Article 15.

In the event of an assignment or a sublease of all or any portion of the Sublet Premises by Sublessee, the original Sublessee shall not be released from its obligations hereunder or under the Prime Lease shall remain in full force and effect throughout the Sublease Term.

16. Parking. Sublessee shall have the non-exclusive right to use, free of charge for the duration of the Sublease Term, that number of unreserved parking spaces equal to _____ unreserved parking spaces per _____ square feet of rentable area of the Sublet Premises, which parking is located in the surface parking areas adjacent to the Building (collectively, the “**Parking Spaces**”) in designated parking areas in common with the other tenants, occupants, and visitors of the Project. Sublessee’s continued right to use any Parking Spaces is conditioned upon Sublessee abiding by the provisions of the Prime Lease, except for payment of monthly rental for such parking spaces, and all commercially reasonable rules and regulations which are prescribed from time to time for the orderly operation and use of the parking facility where the Parking Spaces are located, including any sticker or other identification system established by Prime Lessor, Sublessee’s cooperation in seeing that the Sublessee Parties also comply with such rules and regulations, and Sublessee not being in default under this Sublease. In the event Sublessor exercises its right to reserved parking at the Project as set forth in the Prime Lease, Sublessee shall be entitled to a prorata share of the reserved parking.

17. Sublease Contains All Agreements. It is expressly understood and agreed by and between the parties hereto that this Sublease (together with the Prime Lease and any amendments thereto) sets forth all the terms, conditions and agreements between Sublessor, Sublessee and Prime Lessor relative to the Sublet Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set

forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Sublease shall be binding upon Sublessor or Sublessee unless reduced to a writing and signed by Sublessor and Sublessee. Notwithstanding anything in the foregoing to the contrary, Sublessor represents and warrants to Sublessee that Sublessor, as of the Effective Date, is not in default in any material respect under the terms of the Prime Lease nor has Sublessor received written notice from Prime Lessor that Sublessor is in default under the Prime Lease.

18. Successors and Assignees. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective successors and permitted assigns of said parties.

19. Security Deposit. Sublessee shall have no right, title or interest in or with respect to the Letter of Credit posted by Sublessor as defined in Section _____ of the Prime Lease, or any portion thereof, that is held by Prime Lessor under the Prime Lease. Concurrently with Sublessee's execution of this Sublease, Sublessee shall deposit with Sublessor a cash sum or equivalent Letter of Credit in the amount of _____ and No/100 Dollars (\$_____) consisting of the two months of a full Fixed Rent payments ("**Security Deposit**"). If Sublessee defaults on any provision of this Sublease, Sublessor may (but shall not be required to), without prejudice to any other remedy it has, apply all or part of the Security Deposit to: (i) any rent or other sum in default; (ii) any amount that Sublessor may spend or become obligated to spend in exercising Sublessor's rights under this Sublease or the Prime Lease; (iii) any expense, loss, or damage that Sublessor may suffer because of Sublessee's default. Sublessee waives the provisions of California Civil Code §1950.7, and all other provisions of law now in force or that become in force after the date of execution of this Sublease, that provide that Sublessor may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of accrued rent, to repair damage caused by Sublessee, or to clean the Sublet Premises. Sublessor and Sublessee agree that Sublessor may, in addition, claim those sums reasonably necessary to compensate Sublessor for any other foreseeable or unforeseeable loss or damage caused by the act or omission of Sublessee or Sublessee's officers, agents, employees, students, teachers, administrators, independent contractors, licensees or invitees, including future rent payments. If Sublessor disposes of its interest in the Premises, Sublessor may deliver or credit the Security Deposit to Sublessor's successor in interest in the Premises and thereupon be relieved of further responsibility with respect to the Security Deposit. Sublessee may not assign or encumber the Security Deposit without the prior, written consent of Sublessor; any attempt to do so shall be void and shall not be binding on Sublessor. If Sublessor applies any portion of the Security Deposit, Sublessee shall, within five (5) business days after written demand by Sublessor, deposit with Sublessor an amount sufficient to restore the Security Deposit to its original amount (or increased amount, as the case may be). Sublessee is not entitled to any interest on the Security Deposit.

20. Condition of the Sublet Premises. Sublessee hereby acknowledges that Sublessee has examined the Sublet Premises and Sublessee acknowledges that the Sublet Premises are in good and tenantable condition as of the Effective Date. Sublessor has let the Sublet Premises in their present AS-IS, WHERE-IS and WITH ALL FAULTS condition, as hereinabove provided, and except as otherwise expressly provided in this Sublease, without any further improvements

or alterations and without any representations on the part of the Sublessor, its officers, further, servants and/or agents.

21. Sublessor's Duties.

21.1 The obligations of Prime Lessor under the Prime Lease shall remain the obligations of Prime Lessor, and shall not be considered the obligations or responsibility of Sublessor. Sublessor shall fully perform all of its obligations under the Prime Lease to the extent Sublessee has not expressly agreed to perform such obligations under this Sublease.

21.2 With respect to the obligations of Prime Lessor under the Prime Lease, Sublessor's only obligation shall be to use its commercially reasonable efforts to cause Prime Lessor to perform such obligations for the benefit of Sublessee. Such efforts shall include those efforts that a commercially reasonable Sublessor would be expected to undertake to cause Prime Lessor to perform such obligations if Sublessor had remained the occupying tenant under the Prime Lease.

22. Subordination. This Sublease is subordinate and subject to any mortgages, ground leases and/or other encumbrances to the same extent, and on the same terms, as the Prime Lease is so subordinate and subject under the terms thereof Sublessee agrees to execute such instruments and, upon the failure to do so, hereby appoints the Prime Lessor and/or Sublessor its attorney in fact to execute such instruments.

23. Alterations and Improvements. Sublessee shall be permitted to make any Alterations (including, without limitation the Tenant Improvements as defined in Section 40 below) in accordance with Section _____ of the Prime Lease. Should Prime Lessor or Sublessor require restoration of Alterations made by or for Sublessee and Sublessor provides Sublessee with notice of such obligation, Sublessee will be responsible, at its sole cost and expense, to complete such work no later than the expiration or earlier termination of this Sublease. Sublessor shall inform Sublessee of its or Prime Lessor's decision regarding removal of such Alterations upon approval of the requested improvements of Alterations by Sublessor and Prime Lessor. If, for any reason, Sublessor does not provide Sublessee direction with regard to restoration, then Sublessee will not be required to remove such Alterations and improvements prior to the Sublease Expiration Date unless required by Prime Lessor pursuant to the Prime Lease. Notwithstanding anything to the contrary, Sublessee shall not be required to remove the Tenant Improvements upon the expiration or earlier termination of this Sublease, unless required by Prime Lessor pursuant to the terms of the Prime Lease.

24. Surrender of the Sublet Premises. Upon the expiration or sooner termination of this Sublease, Sublessee shall adhere to the terms and conditions set forth in the Prime Lease concerning the condition of the Sublet Premises upon surrender. In addition, Sublessee shall not be required to remove any alterations or improvements made by or for the account of Sublessor. If the Prime Lessor requires the removal of any alterations or improvements made by or for Sublessor, Sublessor shall, at its sole cost and expense, remove such alterations and improvements. However, Sublessee at Sublessee's expense, shall be required at Prime Lessor's discretion to remove alterations or improvements made for the benefit of Sublessee pursuant to

Section 23 above, further to make such repairs as required to repair any damage to the Sublet Premises or any other portion of the Building affected by such damage.

25. Damage to Cables and Pipes. Sublessor shall not be responsible or liable to Sublessee, or to those claiming by, through or under Sublessee, for any loss or damage resulting, to Sublessee, or to those claiming by, through or under Sublessee, or its or their property, from the breaking, bursting, stoppage or leakage of electrical cable wires, gas, sewer, water or steam pipes unless such loss or damage is caused by the gross negligence or willful misconduct of Sublessor or Sublessor's agents, employees or contractors or unless Sublessor is made aware of any condition which results in any of the aforementioned loss or damage which it willfully neglects to repair or replace (to the extent it is obligated to do so).

26. Prime Lessor's Approval. This Sublease and Sublessor's and Sublessee's liability hereunder are subject to Prime Lessor's consent hereto on Prime Lessor's standard consent form, as required under Article _____ of the Prime Lease, and this Sublease shall be null and void, and Sublessor shall have no liability to Sublessee hereunder whatsoever (except for the return of the Security Deposit and any prepaid Rent, if previously delivered by Sublessee to Sublessor), should Prime Lessor fail to give such consent to this Sublease. In the event that Prime Lessor has not consented to this Sublease on or before the Delivery Date, then Sublessor may prevent entry by Sublessee or its agents until such consent is granted.

27. Severability. Should any portion of this Sublease be found to be unenforceable, the remaining provisions of this Sublease shall continue in full force and effect, without giving regard to such unenforceable provision.

28. Exhibits and Recitals Incorporated. All exhibits referred to in this Sublease are hereby incorporated in this Sublease by this reference and the Recitals to this Sublease are hereby incorporated in this Sublease by this reference. In the event of any conflict between the exhibits and this Sublease, the provisions of this Sublease shall prevail.

29. Counterparts. This Sublease may be signed by the parties in two or more counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same document. Receipt by telecopier or email of a signed copy of this Sublease shall be deemed receipt of the original document.

30. Signage. Subject to the terms and conditions of the Prime Lease and where applicable, Sublessee shall have the right to display appropriate signage with its logo and name on entrance doors to the Sublet Premises. In addition, Sublessor shall cooperate with Sublessee's efforts to obtain from Prime Lessor right to install Building signage pursuant to the terms of the Prime Lease. Such cooperation shall be limited to solely submitting Sublessee's requests, plans and specification to Prime Lessor for approval. All signage shall be subject to the Prime Lease, the rules, regulations and codes of the City of _____, any recorded covenants and restrictions for the Project, if any, the rights of any existing tenants of the Project, and the review and approval of Prime Lessor and Sublessor, which approval shall not be unreasonably withheld, conditioned or delayed. Sublessee shall be responsible for all costs associated with Sublessee's signage.

31. Warranties. Sublessor shall, at Sublessee's expense, cooperate with Sublessee to enforce, for the benefit of Sublessee, all (a) warranties given and indemnities made, if any, by Prime Lessor to Sublessor under the Prime Lease which would reduce Sublessee's obligations hereunder and (b) warranties given, if any, by any contractors concerning any existing improvements made to the Sublet Premises.

32. Sublessor's Representations and Warranties. Sublessor warrants that to the best of its current actual knowledge: (i) that the Prime Lease is in full force and effect; (ii) that Sublessor is the "Tenant" under the Prime Lease; (iii) neither Prime Lessor nor Sublessor is in default under any of the terms or conditions of the Prime Lease beyond any applicable notice or current periods; and (iv) that the Prime Lease attached as Exhibit A constitutes the entire agreement between the Prime Lessor and Sublessor regarding the Sublet Premises, and there are no other written or oral amendments thereto except as set forth on Exhibit A.

33. Right to Cure Sublessee's Defaults. If Sublessee shall at any time fail to make any payment or perform any other obligation of Sublessee hereunder or under the Prime Lease, then Sublessor shall have the right, but not the obligation, after five (5) days notice for monetary defaults and five (5) days notice for non-monetary defaults or the time within which Prime Lessor may act on Sublessor's behalf under the Prime Lease, or without notice to Sublessee in the case of any emergency, and without waiving or releasing Sublessee from any obligations of Sublessee hereunder, to make such payment or perform such other obligation of Sublessee in such manner and to such extent as Sublessor shall deem necessary, and in exercising any such right, to pay any reasonable and related costs and expenses, employ attorneys and other professionals, and incur and pay attorneys' fees and other costs reasonably required in connection therewith. Sublessee shall pay to Sublessor upon demand all sums so paid by Sublessor and all incidental costs and expenses of Sublessor in connection therewith as Sublessee shall indemnify and hold Sublessor harmless against all reasonable costs and expenses incurred by Sublessor in connection therewith.

34. Holding Over. Sublessee acknowledges that the Sublease Term must expire on or before the last day of the term of the Prime Lease and that Sublessor will suffer considerable damage if Sublessee holds over. Thus, if Sublessee holds over after the expiration of the Sublease Term or earlier termination of this Sublease, with or without the express or implied consent of Sublessor, then at the option of Sublessor, Sublessee will become and be only a month-to-month subtenant at a rent equal to the holdover rent payable by Sublessor under the Prime Lease for the entire Prime Lease Premises, including the amount of any holdover rent payable to Prime Lessor under the Prime Lease, as a result of Sublessee's failure to timely surrender the Sublet Premises at the time and in the condition required by this Sublease, and otherwise upon the terms, covenants and conditions herein specified. Notwithstanding any provision to the contrary contained herein, (a) Sublessor expressly reserves the right to require Sublessee to surrender possession of the Sublet Premises upon the expiration of Sublease Term or upon the earlier termination of this Sublease and the right to assert any remedy at law or in equity to evict Sublessee and/or collect damages in connection with any holding over, and (b) Sublessee shall pay all holdover rent or other amounts Sublessor is obligated to pay under Section ____ of the Prime Lease and shall indemnify, defend and hold Sublessor harmless from and against any and all other liabilities, claims, demands, actions, losses, restoration costs, damages, obligations, costs and expenses, including, without limitation, attorneys' fees incurred

or suffered by Sublessor by reason of Sublessee's failure to surrender the Sublet Premises on the expiration of the Sublease Term or earlier termination of this Sublease.

35. Authority. Each person executing this Sublease on behalf of a party hereto represents and warrants that he or she is authorized and empowered to do so and to thereby bind the party on whose behalf he or she is signing.

36. Brokers. Sublessor shall pay all commissions owed to _____, as Sublessor's broker, and _____, as Sublessee's broker, as set forth in and pursuant to the terms of separate agreements. Each of the parties represent and warrant to the other that all of its dealings in regard to the Sublet Premises have been solely with the brokers referenced above and that no other real estate broker, agent, finder or intermediary has shown the Sublet Premises to Sublessee or referred the Sublessee to Sublessor or the Sublessor to Sublessee, or otherwise involved or procured Sublessee with respect to this Sublease. Each of the parties agrees to indemnify and hold the other harmless against any claims for brokerage or other commission arising by reason of a breach by such party of the aforesaid representations and warranties.

37. Confidentiality. Sublessor and Sublessee hereby agree to keep confidential the terms of this Sublease and the Prime Lease and any financial information transmitted in connection with this Sublease; provided, however, either party may disclose such terms (i) to its attorneys, brokers, accountants, lenders, prospective lenders, prospective purchasers, prospective assignees, prospective sub-sublessees, partners and prospective partners and in SEC filings, but only to the extent such persons or entities need to review such information in connection with this Sublease and further provided that such party shall require such persons or entities to keep such information strictly confidential as required by this Sublease or (ii) to the extent required by law.

38. FF&E. For the entire Term of this Sublease, Sublessee shall have the right to use those workstations, conference room furniture and equipment and Building systems as defined in Exhibit C attached hereto and incorporated herein (collectively, the "FF&E") at no additional cost to Sublessor. The FF&E shall be provided for Sublessee's use in their "as-is", "where-is" and "with all faults" condition, and except as set forth above, at no additional cost to Sublessee but Sublessee shall have the obligation to configure, repair, replace, store, maintain and insure during the Term of this Sublease, and remove at the end of the Sublease Term the FF&E at the expiration or earlier termination of the Term. If Sublessee has any questions relating to the FF&E, Sublessee should contact a licensed and Sublessor approved vendor regarding same. Sublessor shall provide Sublessee with a list of approved licensed vendors upon request. Sublessee shall purchase those items defined as FF&E in Exhibit C at the expiration of this Sublease from Sublessor without representations or warranties of any kind pursuant to Sublessor's form bill of sale, for the sum of _____ and 00/100 Dollars (\$_____.00) and Sublessee shall remove such furniture from the Sublet Premises in accordance with the terms and conditions of Article 24 of this Sublease. Sublessee shall have the sole obligation to maintain and pay any applicable taxes on the FF&E during the Term and the FF&E shall be considered part of the Sublet Premises for purposes of this Sublease.

39. Maintenance, Repair and Janitorial. Sublessee will be responsible for maintenance, repairs and replacements to the Sublet Premises during the Sublease Term in accordance with the terms and conditions of the Prime Lease. Notwithstanding the foregoing, Prime Lessor shall maintain a commercially reasonable HVAC and related systems maintenance contract with a reputable _____ HVAC company from the Delivery Date through the expiration of the Sublease Term.

40. Sublessee's Improvements. Sublessee shall have the right, at Sublessee's sole cost and expense to install certain improvements, equipment, fixtures and cabling as identified as the initial Tenant Improvements pursuant to the preliminary space plan as set forth in Exhibit D, attached hereto and incorporated by reference. Sublessor shall forward same to Prime Lessor for approval. Once approved by Prime Lessor, Sublessor shall be responsible for constructing a demising wall dividing the balance of the Prime Lease Premises from the Sublet Premises at Sublessor's sole cost and expense. Sublessee agrees that the Sublet Premises will not be separately metered unless and until another subtenant occupies the Building, at which time Sublessor will submeter the Sublet Premises.

41. Allowance. Sublessor shall provide Sublessee with a Tenant Improvement allowance of _____ and 00/100 Dollars (\$_____.) (the "**Allowance**"). The Allowance may be used prior to _____, 20____, for, but not limited to costs of establishing operations in the Sublet Premises, including but not limited to the purchase and installation (including cabling), improvements, network infrastructure (the "Tenant Improvements") furniture and relocation costs. If the cost of the Tenant Improvements exceed the Allowance, Sublessee shall be entitled to the Allowance in accordance with the terms hereof, but Sublessee shall be solely responsible for all such excess amounts. Upon completion of the Tenant Improvements, and prior to disbursement of the Allowance, Sublessee shall furnish Sublessor with: (1) general contractor and architect's completion affidavits, (2) full and final waivers of lien, (3) receipted bills covering all labor and materials expended and used with a summary of such costs and proof of payment, and, if requested by Sublessor, back up information, and/or documentation, (4) as-built plans of the Tenant Improvements, and (5) the certification of Sublessee and its architect that the Tenant Improvements have been installed in a good and workmanlike manner in accordance with plans and all applicable laws, codes and ordinances. Upon receipt of such items on or before _____, 20____, Sublessor shall provide a onetime payment of the Allowance to Sublessee. If Sublessee does not complete its Tenant Improvements and provide the documents required in subsections (1) through (5) above, Sublessor shall have no obligation to provide the Allowance. Furthermore, Sublessee agrees to a full open book process allowing Sublessor or Sublessor's representative to review construction costs records and schedule to confirm actual construction items and costs as outlined above. The Tenant Improvements shall be considered Alterations under this Sublease and the Prime Lease.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Sublease as of the day and year first above written.

SUBLESSOR:

_____,
a _____ corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SUBLESSEE:

_____,
a _____ corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

Prime Lease

See attached.

Exhibit B

Sublet Premises

See attached.

Exhibit C

FF&E

See attached.

EXHIBIT D
SPACE PLAN