RESERVATION AGREEMENT

Capitalized terms not otherwise defined herein have the meanings ascribed to them in the SecurSpace Platform Terms of Use www.secur.space ("**Platform**"). This "**Reservation Agreement**" is entered into as of the date specified in the Supplier's Confirmed Reservation (the "**Effective Date**") and is made by and between the "**SUPPLIER**" listed in the Supplier Profile on the Platform and the Buyer listed in the Buyer's Reservation Request ("**BUYER**"). By BUYER clicking the "Purchase" (or similar) button on the Platform and SELLER clicking the "Accept" (or similar) button on the Platform in response to a Reservation Request from BUYER, SUPPLIER and BUYER evidence their agreement with SUPPLIER's Confirmed Reservation and this Reservation Agreement.

RECITALS

A. SUPPLIER operates a facility located at the address specified in the Supplier Profile (the "**Premises**"), which licenses space for the temporary parking of Assets.
B. BUYER owns, leases or otherwise lawfully possesses one or more Assets which it wishes to park on a portion of the Premises on the terms and conditions set forth below.

For good and valuable consideration, the receipt and adequacy of which is hereby confirmed, the parties agree as follows.

1. **Definitions**. "**Asset**" means a bare chassis or commercial vehicle, or an empty or loaded, fully enclosed, container or trailer on chassis that is constructed out of durable material appropriate for repeated use, with any entry points to such Assets adequately secured to protect any contents thereof. All Assets on chassis shall remain on chassis. The term "**day**" refers to a calendar day ending at 12:00 a.m., Pacific Standard or Daylight time, whichever is in effect in the State of California at the relevant time.

2. **Designated Space; Relocation**. SUPPLIER hereby agrees to license to BUYER and BUYER agrees to accept a license from SUPPLIER, one or more Space(s) on the Premises as specified in the Confirmed Reservation and designated by SUPPLIER from time to time upon BUYER's arrival at the Premises. SUPPLIER shall determine the initial Space(s) to be occupied by the Asset on the Premises, and SUPPLIER reserves the right to re-locate the Asset to other Space(s) on the Premises from time to time, without notice to BUYER, as required for SUPPLIER to permit access to, placement, and removal of, other containers or equipment stored on the Premises. In performing any such movement or relocation, SUPPLIER shall act as BUYER's agent.

3. **Term; Termination/Cancellation; Holdover/Early Pick Up**. This Reservation Agreement shall be effective as of its Effective Date, and BUYER may commence parking its Asset(s) at the Space(s) on the Arrival Date specified by SUPPLIER in the Confirmed Reservation and shall remove its Asset(s) no later than the Departure Date also specified in SUPPLIER's Confirmed Reservation. The Reservation Fee is as specified in the SUPPLIER's Confirmed Reservation and shall accrue only on such days, or partial days (with no proration for partial days), as BUYER has one or more Assets located on the Premises.

   BUYER may cancel a Confirmed Reservation no later than twenty four (24) hours prior to the Arrival Date and the Reservation Fee shall be refunded to BUYER. If BUYER cancels the Confirmed Reservation within twenty four (24) hours prior to the Arrival Date, then SecurSpace, Inc., a Delaware corporation ("**SECURSPACE**") may notify SUPPLIER to charge BUYER for one day's Reservation Fee for each Space subject to a previous Confirmed Reservation to partially compensate SUPPLIER and SECURSPACE for the inconvenience and opportunity cost of BUYER's cancellation of the Confirmed Reservation.

   BUYER agrees that this Reservation Agreement is merely a revocable license granted by the SUPPLIER to BUYER, whereby SUPPLIER makes the Space at the Premises available to BUYER for the limited time period, and under other terms and conditions as specified in the Confirmed Reservation and Reservation Agreement. As such BUYER agrees that it is not entitled to access or use the Premises, the SUPPLIER's Property, or remain in the Space or at the Premises prior to the Arrival Date, or beyond the Departure Date,

unless SUPPLIER and BUYER enter into a Reservation Agreement for the additional time, with the appropriate additional Reservation Fees having been paid through the Platform. This is because, in part, SUPPLIER may have entered into other reservation agreements for the license of the Space to other users to commence prior to the Arrival Date or after the Departure Date.

If BUYER stays, or accesses the Space, beyond the Departure Date (such overstay, a "**Holdover**"), then BUYER no longer has the license granted under this Reservation Agreement, which license terminated upon the specified Departure Date and SUPPLIER is entitled under the Reservation Agreement and applicable law to evict BUYER or otherwise make the BUYER leave and relinquish the Space. SUPPLIER may also charge BUYER the average daily Reservation Fee for each additional day after the Departure Date, plus all applicable Service Fees, Taxes and any other legal expenses incurred by SUPPLIER to enforce the terms of the Reservation Agreement and evict the BUYER from the Space. BUYER agrees that if BUYER's Asset is not removed as of the Departure Date specified in the Reservation Confirmation, SUPPLIER has the right, without further notice to, or consent of, BUYER, to adjust the Departure Date within a period of ten (10) days after BUYER's Asset is removed from the Premises in order to obtain payment from BUYER of such additional Reservation Fees for any additional days beyond the original Departure Date, via Stripe. SECURSPACE shall be entitled to payment from SUPPLIER's Stripe account for the additional BUYER Fee.

If BUYER picks up the Asset *prior to* the originally scheduled Departure Date under this Reservation Agreement, then BUYER shall be required to pay SUPPLIER only for the actual number of days from the Arrival Date through the early pick up date. SUPPLIER has the right, without further notice to or consent of BUYER, to adjust the Departure Date within a period of ten (10) days after BUYER's Asset is removed from the Premises in order to refund to BUYER the Reservation Fees attributable to BUYER's early pick up of its Asset, via Stripe.

For avoidance of doubt, until all of the BUYER's Assets have been removed from the Premises, the Reservation Fee shall continue to accrue, and at SUPPLIER's option, all other provisions and terms of this Reservation Agreement shall continue to apply.

SUPPLIER and BUYER acknowledge and agree that SECURSPACE is not a party to this Reservation Agreement and therefore is not responsible for making any refunds, credits or accommodations between SUPPLIER and BUYER with respect to any funds paid by BUYER or received by SUPPLIER. In no event shall SECURSPACE be responsible for refunding the Buyer Fee.

4. **Reservation Fee; Interest**. BUYER agrees to pay to SUPPLIER the Reservation Fee as specified in the SUPPLIER's Confirmed Reservation, per Asset, per day, commencing on the day BUYER deposits the Asset at the Premises and continuing through the day the Asset is removed from the Premises, payable at the time of SUPPLIER's Confirmed Reservation. SUPPLIER is responsible for collecting any applicable tax or fees from BUYER and SUPPLIER is responsible for submitting any such taxes or fees to the applicable taxing authority. Any accrued, but unpaid, Reservation Fee is payable in any event prior to when the Asset(s) is/are picked up and removed from the Premises. Unless otherwise specified in SUPPLIER's Confirmed Reservation, any amounts due and payable by BUYER but not paid by the due date thereof shall bear interest at the rate of ten percent (10%) per annum, simple interest, based on a 360 day year, 30 day month.

5. **Asset Restrictions; Hazardous Materials.**

   (a) BUYER represents and warrants to SUPPLIER that all Assets deposited at the Premises shall be in good condition, suitable for normal handling and movement, sealed, and must be used strictly for storage of tangible personal property. BUYER represents and warrants that any Asset(s) deposited at the Premises by BUYER will not contain any Cannabis, flammable materials or explosives, any materials that leak, give off smoke or fumes, any other Hazardous Materials, any live animals, perishable items, or any illegal goods, substances or materials. BUYER warrants that it shall not cause, permit, or allow any of BUYER's employees, representatives, invitees or licensees (individually, "**BUYER Party**" and collectively, "**BUYER Parties**") to cause or permit any

Hazardous Materials to be brought on, stored, manufactured, generated, blended, handled, recycled, treated, disposed, or used on, under, or about the Space and/or Premises. In the event that SUPPLIER discovers that any Asset is not in compliance with these representations and warranties, SUPPLIER may, among other remedies available to it, remove the subject Asset(s) from the Premises and any cost or expense of removal and disposition, including but not limited to attorneys' fees, court costs and expenses, shall be promptly reimbursed to SUPPLIER by BUYER, and SUPPLIER shall have no liability to BUYER for such removal and/or disposition.

(b) BUYER shall not perform or permit any repair work to BUYER's Assets at the Premises, except in the event of an emergency, for the shortest time reasonably practicable (no more than one 24 continuous hour period) and with notice to SUPPLIER. Regardless, SUPPLIER may require that the Asset be towed or otherwise removed from the Premises instead of effecting a repair of the Asset at the Premises.

(c) BUYER and BUYER Parties shall comply with all Environmental Laws and BUYER shall promptly notify SUPPLIER if BUYER violates any Environmental Laws. SUPPLIER shall have the right to enter on or into, and inspect, the Asset, the Space and/or Premises and to conduct tests, monitoring, and investigations. If such tests indicate the presence of any environmental condition caused or exacerbated by BUYER or any BUYER Party or that occurred during the Term of this Reservation Agreement that is in violation of any Environmental Laws, BUYER shall reimburse SUPPLIER for the cost of conducting such tests. In the event of any Environmental Condition, BUYER shall promptly take any and all steps necessary to rectify the same so as to comply with applicable Environmental Laws, or at SUPPLIER's sole option, SUPPLIER may take such steps as may be necessary to rectify the same to comply with applicable Environmental Laws. BUYER shall indemnify, defend (with counsel reasonably satisfactory to SUPPLIER) and hold SUPPLIER, its affiliates, and their respective shareholders, members, partners, offices, directors, employees and agents (collectively, the "**SUPPLIER Parties**") from and against all claims, losses, liabilities, obligations and damages, diminution in value of the Premises, and including but not limited to attorneys' fees, court costs and expenses (collectively, "**Losse**s") arising from BUYER's breach of its representations and warranties contained herein or any of the BUYER Parties' failure to comply with this Section 5.

(d) Definitions.

"**Hazardous Materials**" means any chemical, , material, controlled substance, object, condition, waste, living organism, or combination thereof that is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness, or other harmful or potentially harmful properties or effects, including, without limitation, tobacco smoke, petroleum and petroleum products, asbestos, radon, substance polychlorinated biphenyls (PCBs), and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms, or combinations thereof that are now or become in the future listed, defined, or regulated in any manner by any Environmental Laws based on, directly or indirectly, such properties or effects.

"**Environmental Laws**" means any and all federal, state, or local environmental, health, or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits, or permit conditions, currently existing and as amended, enacted, issued, or adopted in the future that are or become applicable to BUYER, the Asset, the Space and/or Premises.

"**Environmental Condition**" shall mean any adverse condition relating to any Hazardous Materials or the environment, including surface water, groundwater, drinking water supply, land, surface, or subsurface strata, or the ambient air, and includes air, land, and water pollutants, noise, vibration, light, and odors in violation of any Environmental Laws.

6. **License Only; No Bailment.** This Reservation Agreement constitutes a revocable license only. This Reservation Agreement is not a lease, an easement or a grant of any interest in or to real property. BUYER understands and agrees that this Reservation Agreement is not intended to, nor does it, create a bailment.

7. **Access.** SUPPLIER will provide access for BUYER to the Premises as specified in the SUPPLIER Profile and/or Confirmed Reservation. All drivers, in depositing or picking up Assets, must present the Confirmed Reservation email and shall adhere to the instructions and rules and regulations provided by SUPPLIER's security personnel, if any, and failure to do so will be deemed a material breach of this Reservation Agreement for which SUPPLIER shall have all rights and remedies hereunder and under applicable law. Notwithstanding anything to the contrary, SUPPLIER shall not be responsible for confirming the authenticity of the Confirmed Reservation email, or the identity of the individual or company dropping or picking up the Assets. All of BUYER's drivers or other personnel accessing the Premises must be properly licensed pursuant to applicable law.

8. **Risk of Loss; Limitation on Damages: Indemnity.**

   (a) BUYER bears all risk of loss or damage to BUYER's Asset(s) and its/their contents stored on the Premises, and to BUYER's vehicles (owned or hired) and BUYER shall provide insurance, against loss, damage or injury relating in any way to the Assets, their movement on and off of the Premises, or for any property stored by BUYER on the Premises. SUPPLIER does not, and shall not be deemed to, have knowledge or the responsibility to inquire or investigate, as to the contents of BUYER's Asset(s). SUPPLIER is not responsible for any damage to, or loss of, the Asset(s) and/or its/their contents, whether caused by fire, water, earthquake, theft, vandalism, subsidence or any other risk, unless such loss or damage results directly from the intentional misconduct of SUPPLIER. Notwithstanding anything to the contrary, SUPPLIER shall not be responsible for confirming the identity of the individual or company dropping or picking up the Assets. BUYER shall insure its Assets and their contents against all perils and risks and shall obtain such insurance in such amounts with respect to damage or destruction of real or personal property, injury or death to persons as shall be carried by reasonably prudent owners of Assets or providers of services similar to BUYER.
   (b) BUYER, on its behalf and on behalf of its agents and insurers, waives all claims against SUPPLIER and SECURSPACE for damage to persons or property arising from any reason. Notwithstanding anything to the contrary, SUPPLIER shall not be responsible for confirming the identity of the individual or company dropping off or picking up the Assets. BUYER agrees to defend (with counsel reasonably acceptable to SUPPLIER), hold harmless and indemnify the SUPPLIER Parties and the SECURSPACE Parties against any and all Losses caused by, or resulting from, any of BUYER's activities, Assets, vehicles, or the contents thereof, while such Assets or vehicles are on, entering, or exiting the Premises, or resulting from any acts or omissions of BUYER's employees or agents, including contract drivers (collectively, "**BUYER Parties**"), or breach by BUYER of any covenant, representation or warranty contained in this Reservation Agreement.

9. **Security.** As may be described in the SUPPLIER Profile, the Confirmed Reservation, or as actually present at the Premises, the Premises may have certain security features such as being totally or partially surrounded by chain link fence or other barrier, CCTV or monitoring by a security service, employees or representatives of SUPPLIER. Such security measures, if present at all, are provided for SUPPLIER's sole benefit and convenience only and are not provided for the benefit of BUYER. SUPPLIER, in its sole and absolute discretion, may discontinue or change such security measures at any time, without notice to BUYER. In providing any security measures, SUPPLIER accepts no liability whatsoever for the safety or condition of the BUYER Parties, BUYER's Assets or their contents.

10. **Rules and Regulations.** BUYER shall comply, and shall cause its employees, agents, servants, licensees, drivers, contractors or invitees, to comply with all rules and regulations as may be provided or communicated by SUPPLIER to BUYER or its drivers from time to time.

11. **Termination of Nonpayment of Rent.** In the event that any Reservation Fee due from BUYER is not paid within the terms set forth in this Reservation Agreement (with reference to SUPPLIER's Confirmed Reservation), SUPPLIER may, at its sole and absolute discretion terminate this Reservation Agreement, and may move and store BUYER's Asset(s) at any location, at BUYER's sole expense and otherwise pursuant to applicable law. Following any breach or default by BUYER, all Reservation Fees and other sums due under this Reservation Agreement will continue to accrue as long as BUYER's Assets remain at the Premises, or if BUYER's Assets are moved from the Premises and stored elsewhere, then such moving

and storage fees and expenses as may be payable with respect thereto, provided that SUPPLIER shall not be deemed to have consented to any holdover by BUYER and SUPPLIER shall have all rights and remedies under this Reservation Agreement and applicable law for BUYER's breach of this Reservation Agreement and trespass upon the Premises in violation of this Agreement.

12. **Notices.** A party hereto wishing to send a notice, request, consent or other communication provided for herein to the other party shall contact SECURSPACE at info@secur.space to request the other party's contact information (which request must identify the Supplier, Buyer, the Reservation Agreement and Confirmed Reservation). The parties hereto have been advised by SECURSPACE that SECURSPACE will reasonably respond to the requesting party with the other party's contact information so that the requesting party may send such notice, request, consent or other communication provided for herein directly to the other party.

13. **Attorney's Fees.** If any action is instituted interpret or enforce this Reservation Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs and all other costs and expenses of suit, in addition to any other relief to which the prevailing party may be entitled. To the extent lawful, each party hereto waives any right it may otherwise have to a jury trial.

14. **No Waiver.** Failure of either party to enforce any provision of this Reservation Agreement shall not be construed as a waiver of that provision or of either party's right to enforce that provision or any other provision of this Reservation Agreement.

15. **Severability; Survival.** If any term of this Reservation Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Reservation Agreement remains in full force and effect. Sections 5 through 6, 8, 11 through 21 and such other provisions of this Reservation Agreement which should remain in full force and effect to effect the intent hereof shall be deemed to survive the expiration or termination of this Agreement.

16. **Successors and Assigns.** BUYER is not entitled to assign or sublicense its rights under this Reservation Agreement without the prior written consent of SUPPLIER which may be withheld in SUPPLIER's sole and absolute discretion. This Reservation Agreement is binding on and inures to the benefit of the successors and assigns of SUPPLIER and BUYER.

17. **Time of the Essence.** Time is of the essence of this Reservation Agreement.

18. **Entire Reservation Agreement.** This Reservation Agreement and the Confirmed Reservation contain the entire agreement and understanding between SUPPLIER and BUYER with respect to the subject matter hereof. Any prior or contemporaneous agreements, promises, or negotiations, whether oral or written, that are not expressly set forth in this Reservation Agreement are of no force or effect. Notwithstanding anything to the contrary, each of SUPPLIER and BUYER have registered as Members on the SecurSpace Platform, www.secur.space and have agreed to the Privacy Policy and Terms of Use set forth therein, including but not limited to the method of payment by BUYER and disbursement of funds to SUPPLIER, cancellations and refunds, the collection of taxes, if appropriate, and exculpation/non-liability of SECURSPACE. The parties acknowledge and agree that SECURSPACE is not a party to this Reservation Agreement but is a third party beneficiary of this Reservation Agreement. Except as otherwise specified herein, this Reservation Agreement can be modified only by a writing signed by both SUPPLIER and BUYER, provided that modification to any provisions of this Reservation Agreement affecting SECURSPACE must be consented to in writing by SECURSPACE as a third party beneficiary of this Reservation Agreement.

19. **Disclaimers/Limitations of Liability:**

BUYER IS LICENSING THE SPACES AND ENTERING ON TO THE PREMISES TO ACCESS SUCH SPACES ON AN "AS-IS" AND "WHERE-IS" BASIS, AND BUYER CONFIRMS THAT, NONE OF THE SUPPLIER PARTIES OR SECURSPACE HAVE MADE, AND ARE NOT MAKING, ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING OR

WITH RESPECT TO THE PREMISES OR THE SPACES, INCLUDING THEIR PHYSICAL OR ENVIRONMENTAL CONDITION, SECURITY FEATURES, THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS, THE REQUIREMENTS OF ANY APPLICABLE LAWS OR THE SUITABILITY OF THE SPACES OR PREMISES FOR DEPOSIT OF BUYER'S ASSETS OR ANY OTHER PERMITTED USE HEREUNDER.

THE PARTIES HERETO AGREE THAT (I) SECURSPACE IS NOT A PARTY TO THIS RESERVATION AGREEMENT OR ANY OTHER AGREEMENTS ENTERED INTO BETWEEN SUPPLIERS AND BUYERS; (II) SECURSPACE IS NOT A REAL ESTATE BROKER, AGENT OR INSURER; (III) SECURSPACE HAS NO CONTROL OVER THE CONDUCT OF SUPPLIERS, BUYERS, SPACES, OR OTHER BUYERS OF THE PLATFORM; AND (IV) SECURSPACE DISCLAIMS ANY AND ALL LIABILITY AND OBLIGATIONS IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

THE PARTIES AGREE THAT SECURSPACE HAS NO CONTROL OVER THE CONTENT CONTAINED IN ANY SUPPLIER PROFILE; THEREFORE THE PARTIES AGREE THAT SECURSPACE MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION, LEGALITY OR SUITABILITY OF ANY SPACES OR ASSETS. THE PARTIES ACKNOWLEDGE AND AGREE THAT SECURSPACE IS NOT RESPONSIBLE FOR, AND DISCLAIMS ANY AND ALL, LIABILITY RELATED TO THE FAILURE OF, OR DELAY BY, SECURSPACE TO PROVIDE CONTACT INFORMATION TO A REQUESTING PARTY FOR ANOTHER PARTY FOR NOTICES BY OR BETWEEN SUPPLIER AND BUYER, ANY AND ALL PROFILES, SPACES, PREMISES OR ASSETS. ANY PROFILES, RESERVATIONS OR USE OF THE SPACES/PREMISES ARE MADE, USED, OR ACCEPTED AT THE MEMBER'S OWN RISK.

THE PARTIES ACKNOWLEDGE AND AGREE THAT (I) SECURSPACE IS NOT A PARTY TO ANY TRANSACTIONS ENTERED INTO BETWEEN SUPPLIERS OR BUYERS WITH STRIPE OR OTHER PREFERRED PAYMENT OR PAYOUT VENDORS OR PROVIDERS, INCLUDING BUT NOT LIMITED TO CREDIT CARD VENDORS OR DEBIT CARD VENDORS; (II) SECURSPACE HAS NO CONTROL OVER THE CONDUCT OF STRIPE, CREDIT CARD OR DEBIT CARD VENDORS OR PROCESSORS, AND (III) SECURSPACE DISCLAIMS ANY AND ALL LIABILITY AND OBLIGATIONS IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

THE PARTIES ACKNOWLEDGE AND AGREE THAT SECURSPACE DOES NOT INSPECT, REVIEW OR VERIFY THE PROFILES, THE SPACES OR ANY REPRESENTATIONS OR WARRANTIES MADE BY THE SUPPLIERS, BUYERS OR ANY MEMBERS. EVEN IF SECURSPACE DOES ACTUALLY PERFORM ANY OF THESE TASKS, IT DOES SO FOR ITS OWN CONVENIENCE AND INFORMATION, DOES NOT DO SO FOR THE BENEFIT OF ANY MEMBER AND DOES NOT OWE A DUTY TO ANY MEMBER TO DISCLOSE ITS FINDINGS TO ANY MEMBER. YOU ARE RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER MEMBERS AND SECURSPACE ACCEPTS NO LIABILITY WITH RESPECT THERETO.

THE PARTIES ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PROVIDED BY LAW, SECURSPACE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

THE PARTIES ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE SECURSPACE PARTIES BE LIABLE FOR LOSSES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF, OR IN CONNECTION WITH THE SPACES, THE PREMISES, PROFILES, ASSETS, USE OF ANY OF THE FOREGOING, USE OF THE

PLATFORM, OR INTERACTIONS WITH ANY OTHER MEMBERS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE PARTIES AGREE THAT IN NO EVENT WILL THE SECURSPACE PARTIES BE LIABLE FOR LOSSES OF ANY KIND EXCEEDING THE SUM OF ONE HUNDRED DOLLARS ($100.00). EACH OF THE PARTIES ACKNOWLEDGES AND AGREES THAT SECURSPACE WOULD NOT HAVE PROVIDED THE PLATFORM FOR YOUR USE IN THE ABSENCE OF THIS LIMITATION OF LIABILITY.

THE FOREGOING LIMITATION OF LIABILITY DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

SECURSPACE IS AN EXPRESS THIRD PARTY BENEFICIARY OF THIS SECTION 19 AND THIS SECTION 19 MAY NOT BE MODIFIED OR ABROGATED TO REDUCE ANY PROTECTIONS TO SECURSPACE WITHOUT SECURSPACE'S PRIOR WRITTEN CONSENT, WHICH MAY BE WITHHELD IN SECURSPACE'S SOLE AND ABSOLUTE DISCRETION.

20. **Governing Law and Venue.** This Reservation Agreement is to be governed and construed by the laws of the State of California, without reference to its conflict of laws provisions.

21. **Per Diem.** BUYER is responsible for knowing the locations of its own Assets. While SUPPLIER may provide yard inventories or similar, these are not to be relied upon in lieu of BUYER's own record keeping. These yard lists are not intended to replace BUYER's in-house equipment tracking, and SUPPLIER will not be responsible if additional per diem Reservation Fees accrue due to the continued presence of BUYER's Assets at the Premises whether or not due to any omission by SUPPLIER's personnel, from any list, of any of BUYER's Assets.

22. **Cannabis Prohibition**. BUYER shall not allow any Asset, Space or Premises to be used for the use, growing, producing, processing, storing (short or long term), distributing, transporting, or selling of marijuana, cannabis, cannabis derivatives, or any cannabis containing substances ("**Cannabis**"), nor shall BUYER permit, allow or suffer, any of BUYER's officers, employees, agents, servants, licensees, drivers, contractors or invitees to bring onto the Space or Premises, any Cannabis. Without limiting the foregoing, the prohibitions in this paragraph shall apply to all Cannabis, whether such Cannabis is legal for any purpose whatsoever under state or federal law or both. Notwithstanding anything to the contrary, any failure by BUYER to comply with each of the terms, covenants, conditions and provisions of this Section shall automatically and without the requirement of any notice be a material breach of this Reservation Agreement that is not subject to cure, and BUYER agrees that upon the occurrence of any such breach, SUPPLIER may elect, in its sole discretion, to exercise all of its rights and remedies under this Reservation Agreement, at law or in equity with respect to such breach. Furthermore BUYER is prohibited from engaging or permitting others to engage in any activity which would be a violation of any state and/or federal laws relating to the use, sale, possession, cultivation and/or distribution of any controlled substances (whether for commercial or personal purposes) regulated under any applicable law or other applicable law relating to the medicinal use and/or distribution of marijuana/Cannabis (otherwise known as the Compassionate Use Act of 1996, as may be amended).