CENTER FOR EMERGING TECHNOLOGIES

RULES AND REGULATIONS

CU-ICAR Campus Rules & Regulations are considered part of these Rules and Regulations for the Center for Emerging Technology facility located at 3 Research Drive, Greenville, SC 29607.

- 1. Tenant shall not do or permit to be done in or about the Premises or the Building any act which obstructs or interferes with the rights of other tenants of Landlord, or annoys them in any way, including, but not limited to, making loud or unseemly noises. Tenant shall not use the Premises for manufacturing, storage, or sale of merchandise or property of any kind, sleeping, lodging, or cooking at any time except with Landlord's written permission. Tenant may use for its own employees within its Premises, Underwriters' Laboratory approved coffee makers, microwave ovens, ice machines, refrigerators, dishwashers and other similar appliances customarily used in office building warming kitchens, but Tenant shall be responsible for shutting off such appliances at the close of each business day.
- 2. Except for vending machines located in Tenant's breakfast and lunch rooms, no vending machines of any kind will be installed, permitted or used by Tenant on any part of the Premises without Landlord's written permission. No part of the Building shall be used for gambling, immoral, or unlawful purposes. No intoxicating beverage shall be sold in the Building without the prior written consent of Landlord. No area outside of the Premises shall be used by Tenant for storage purposes at any time. No bicycles, motorcycles, motorized vehicles, birds or other animals (except those assisting handicapped persons) of any kind shall be brought into the Building by Tenant or kept in or about the Premises.
- 3. The sidewalks, entrances, passages, corridors, halls, elevators, and stairways shall not be obstructed by Tenant or used for any purpose other than those for which same were intended as ingress and egress. No window shall be covered or obstructed by Tenant. No awnings, curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the Premises without the prior written consent of Landlord, including approval by Landlord of the quality, type, design, color and manner of attachment. Toilets, wash basins, and sinks shall not be used for any purposes other than those for which they were constructed, and no sweeping, rubbish, coffee grounds, or other obstructing substances shall be thrown therein. Landlord shall have the right to control and operate the Common Areas of the Property and the public portions of the Building in such a manner as Landlord deems best for the benefit of tenants generally.
- 4. No additional lock, latch or bolt of any kind shall be placed upon any door or any changes be made in existing locks or mechanism thereof by Tenant without the consent of Landlord, and such consent of Landlord shall be requested by Tenant in writing. Tenant may install customary card key access systems so long as Landlord is provided access cards for entry in cases of emergency. The doors leading to the corridors or main hallways shall be kept closed at all times except such times as such doors may be used for ingress or egress.
- 5. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or issue from the Premises, and no flammable, combustible or explosive fluid, chemical or substance shall be brought into the Building by Tenant without prior approval in writing of the Landlord. When this condition is so granted the Tenant shall provide documentation to the Landlord that the subject materials will be stored in proper containers and spaces as required by governing entities

including, but not limited to, city officials, OSHA, and DHEC. Tenant shall comply with all laws pertaining to the use of these materials and shall remain solely liable for the costs of abatement and removal incurred due to Tenant's use of these materials.

- 6. Tenant shall be responsible for locking all entrance doors to the leased space upon the conclusion of the business day. Landlord shall not be responsible for any lost or stolen property, equipment, money or jewelry from the Premises regardless of whether such loss occurs when the Premises are locked or not.
- 7. No safes, furniture, boxes, large parcels, or other kind of freight shall be taken to or from the Premises by Tenant or allowed in any elevator, hall, or corridor at any time except by permission of, and at all times allowed by, Landlord. The persons employed to move Tenant's articles may be approved by Landlord, and, at Landlord's option, supervised by Landlord. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from such movement. If equipment, property or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with such movement, Tenant shall be solely liable for any resulting loss or damage.
- 8. No sign, picture, advertisement or notice visible from the exterior of the Premises shall be installed, affixed, inscribed, painted or otherwise displayed by Tenant on any part of the Premises or the Building unless the same is first approved by Landlord.
- 9. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.
- 10. Tenant shall not overload any floor and shall not install any heavy objects, safes, business machines, files or other equipment without having received Landlord's prior written consent as to size, maximum weight, routing and location thereof. Damage to the Building by the installation, maintenance, operation, existence or removal of property of Tenant shall be repaired at Tenant's sole expense.
- 11. Tenant shall not mark, paint, drill into, or in any way deface any part of the Common Areas of the Building. In leased spaces no boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Landlord, and as Landlord may direct. Other than a typical telephone intercom paging system, Tenant shall not construct, maintain, use or operate any electrical device, wiring or apparatus in connection with a loud speaker system or other sound system except as reasonably required as part of a communications system approved prior to installation by Landlord. No such loudspeaker or sound system shall be constructed, maintained, used or operated outside of the leased space. The Landlord reserves the right to deny use of such systems.
- 12. Canvassing, soliciting, and peddling in the Building is prohibited and Tenant shall cooperate to prevent the same.
- 13. Tenant acknowledges that the Building is a non-smoking Building and that smoking is absolutely prohibited in the leased space and elsewhere in the Building. Tenant agrees to cause its employees to smoke only in those portions of the Property designated by Landlord for smoking.
- 14. Tenant's business machines and mechanical equipment which cause unreasonable noise or vibration that may be transmitted to the structure of the Building or to any other premises to such

a degree as to be objectionable to Landlord or any other tenant shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate such unreasonable noise or vibration. Similarly, Tenant shall not operate any mechanical or electrical devices that emit excessive sound or other waves or that would interfere with the operation of any device, equipment, radio, television broadcasting or reception from or within the Building, or that exceed the capacity of existing feeders, risers or wiring installations.

- 15. The Premises shall not be used for the manufacture of goods for sale or for the sale and auction of merchandise, goods or property of any kind.
- 16. The employees of Landlord or its managing agent shall not be required to perform any work or do anything outside of their regular duties unless under special instruction from Landlord.
- 17. Landlord shall not be responsible for cleaning any finishes which are non-standard, such as kitchens, break rooms, dedicated bathrooms, wallpaper or special lights. However, at Tenant's request, Landlord shall clean such areas at Tenant's cost. Tenant shall not cause any unnecessary janitorial labor or services by reason of its carelessness or indifference in the preservation of good order and cleanliness.
- 18. Tenant shall cooperate with Landlord to insure the most effective operation of the Building's heating and air-conditioning and shall refrain from attempting to adjust any controls other than room thermostats which are intended to be adjusted by Tenant.
- 19. In no event shall Tenant, without the prior consent of Landlord, use pictures or illustrations of the Building in any advertising.
- 20. From time to time, Landlord may adopt procedures and systems for the safety of the Building, its occupants, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's procedures and systems.
- 21. All parking for Tenant employees, deliveries, visitors, service providers, etc. shall be in the parking garage located adjacent to the Building. Under no circumstances shall parking be allowed on any access roads or service drives on the Campus. The service/delivery area of the Building may be used for loading and unloading of materials, furnishings, etc. with prior written approval of the Landlord.
- 22. Landlord shall not be responsible for money, jewelry, automobiles or other personal property lost or stolen from the parking garage, regardless of whether such loss or theft occurs when the parking garage or other areas therein are locked or secured. Except as caused by the negligence or willful misconduct of Landlord, Landlord shall not be liable for any loss, injury or damage to individuals using the parking garage, it being understood that, to the fullest extent permitted by law, the use of the parking garage shall be at the sole risk of Tenant, its employees, customers and guests.
- 23. Neither Tenant nor its employees or guests shall store any automobiles in the parking garage without the prior written consent of Landlord. If it is necessary for Tenant or its employees or guests to leave an automobile in the parking garage overnight, Tenant shall provide Landlord with prior notice thereof, designating the license plate number and model of such automobile. Except for emergency repairs, neither Tenant nor its employees shall perform any work on any automobiles while located in the parking garage or on the Land.

- 24. Landlord shall have the right to close temporarily the parking garage or certain areas therein in order to perform necessary repairs, maintenance and improvements to the parking garage.
- 25. This edition of Rules and Regulations shall be effective on and after the Rent Commencement Date as from time to time later supplemented and amended by Landlord. Landlord shall not be responsible to Tenant for the non-observance, or violation, of any of these Rules and Regulations by other tenants of the Building.