

 AQUILLIUS	AQUILLIUS VISITOR AGREEMENT		
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First Name, Last Name:

Company, if applicable:

Email:

Phone Number:

Address:

Guest of:

Date:

The individual named above (referred to as "**I**," "**me**," or similar terms) desires to enter the premises of Aquillius Corporation (the "**Company**") located at 10918 Technology Pl., San Diego, CA 92127 (the "**Incubator Space**") to be a visitor/guest of Aquillius and/or an Aquillius Incubator member (the "**Activity**"). In consideration of being permitted by the Company to access the Incubator Space and engage in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this Aquillius Visitor Agreement (this "**Agreement**").

General Compliance

1. I agree to comply with any company policies and all procedures, rules, standards, and instructions provided or posted by Company with respect to the use of and access to the Incubator Space and Company assets.
2. At all times during my visit to the Incubator Space, I will remain with my host in the designated visitor areas and will follow my host's instructions.
3. I agree that if I am provided with access to the Company's wireless network, I will comply with any policies regarding internet usage. I will not misuse the Company's internet connection or try to access the Company's intranet system.

Conduct on the Premises

4. I understand that the Incubator Space is a non-smoking facility. I agree that I will not use tobacco products except in designated areas.
5. I understand and agree that if I fail to comply with any company policies or become disruptive, I may be escorted out of the Incubator Space and face prosecution if appropriate.
6. I understand that if I consume alcohol at a community-related event, I will do so responsibly and in moderation.
7. During Aquillius events, videos and photographs may be taken of Aquillius members and visitors and used by Aquillius. I grant Aquillius and its affiliates, agents, and sublicensees a nonexclusive, perpetual,

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irrevocable, freely transferable/sublicensable, right and license worldwide to use any photographs or videos in which I appear in any and all formats and media, whether now or hereafter known or devised, any and all technologies and means of delivery, whether now or hereafter known or devised, for any and all purposes whatsoever including, but not limited to, publication, commerce, and trade and in connection with or as part of Aquillius' trade name or any services, or advertising, promotional, marketing, or sales materials.

Confidential Information

8. I acknowledge that while visiting the Incubator Space, I may have direct or incidental access to or otherwise discern confidential, sensitive, proprietary, and/or trade secret information of the Company or its members, whether such information is disclosed, observed, available, or accessed orally or in written, electronic, or other form or media, and whether or not such information is marked, designated, or otherwise identified as "confidential" ("**Confidential Information**"). I agree to keep confidential information safely guarded from disclosure, and not use the Confidential Information. This Section 8 shall survive the expiration or termination of this Agreement for any reason.

9. I will not remove any document, equipment, or other materials, including any Confidential Information, from the Incubator Space without the Company's prior written consent. I agree that Company security may inspect my vehicle or bags or my person any time during my visit to the Incubator Space when under suspicion.

10. I will not photograph, videotape, or otherwise record any information to which I may have access during my visit, without the prior written consent from the Company.

Safety Guidelines

11. I agree to follow all safety instructions and all security signs, postings, and verbal directions during my visit. I will avoid all areas that are restricted, whether marked with a sign or marking tape, or as verbally indicated.

12. I understand that the Incubator Space include dangerous equipment, materials, and processes, and that I could be injured. Therefore, I agree to wear all required personal protective equipment (e.g., safety glasses, hardhat, and other gear) and to obey the requests of members. I will remain clear of areas indicated as hazardous, and otherwise take all reasonably prudent precautions.

13. I understand that no weapons of any kind, or anything that would reasonably be perceived as a weapon, are allowed in the Incubator Space. I agree not to bring any weapons to the Incubator Space, including the Company's parking lots, no matter if I have a permit for them or not.

Release of Liability and Assumption of Risk

14. I AM AWARE AND UNDERSTAND THAT ACCESSING THE INCUBATOR SPACE AND ENGAGING IN THE ACTIVITY MAY INVOLVE THE RISK OF SERIOUS INJURY, ILLNESS, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE INCUBATOR SPACE AND ENGAGING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY,

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ILLNESS, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE OWNER OR ANY RELEASEE (DEFINED BELOW) OR OTHERWISE.

15. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, manager(s), employees, agents, affiliates, shareholders/members, successors, and assigns (collectively, "**Releasees**"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my visit and/or participation in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

Miscellaneous

16. This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns.

17. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in San Diego County, California and I hereby consent to the exclusive jurisdiction of such courts.

BY CLICKING THE ACCEPTANCE BOX OF THE AQUILLIUS VISITOR SIGN IN FORM, I ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AQUILLIUS VISITOR AGREEMENT.