

### Conditions of use

By using the website hosted by Mission West Properties, Inc. and its respective divisions and subsidiaries (collectively referred to as "Mission West", "We" or "Us"), you agree to all of the terms and conditions outlined herein. If you do not agree with these Conditions of Use, please do not use the website.

### Changes

Mission West reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Conditions of Use, in whole or in part, at any time by posting revised Conditions of Use on the website. Changes in these Conditions of Use will be effective when such change is posted. Your continued use of the website after any changes to these Conditions of Use are posted will be considered acceptance of those changes.

We may terminate, change, suspend or discontinue any aspect of the website, including the availability of any features of the website, at any time. We may also impose limits on certain features and services or restrict your access to parts or the entire website without notice or liability. We may terminate the authorization, rights and license given herein.

### Privacy

Please review our Privacy Policy. This policy provides additional information of which you should be aware when visiting the website, including our policies for the collection, use and dissemination of personal and technical information.

The materials posted on these pages by Mission West may be retrieved solely for your own personal use or in connection with any business relationship between yourself and Us and may be downloaded to your own hard disk or sent to a printer solely for that purpose. You may not copy, modify or distribute the contents of these pages without the express written permission of Mission West.

### Use of content

All information and content included on the website is provided "as is" and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. You may assume that information is current only as of the date it is first posted to the site. It is not the policy of Mission West to update press releases, articles or other content on this site, and We hereby disclaims any duty or obligation to provide any such updates. We make no representations about the accuracy or timeliness of the information contained on this site, and you should confirm any information presented at this site before relying on it in any way.

### Other sites

The Mission West Conditions of Use are not intended to govern any third-party sites, including any third-party sites that may, from time to time, be linked to the website. We do not monitor, make any representation with respect to or assume any liability with respect to any third-party sites, including, without limitation, for any products or services that are advertised or available for purchase through such third-party sites. We are not responsible, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any third-party content, products or services.

### Securities of Mission West

Mission West is not providing investment advice through this website, and the material on the website should not be regarded as an offer to sell, or a solicitation of an offer to buy, any securities. If you decide to use any material available on this website in assessing whether to buy or sell securities of Mission West, please be aware that the material on the website reflects past performance and historical information only, and that such performance and information is not necessarily an indication of future performance. See "Safe harbor statement" below.

### Safe harbor statement

Press releases and similar communications, certain financial information and other matters posted on the Mission West website may contain forward-looking statements within the meaning of the federal securities laws. Although we believe that the expectations reflected in any such forward-looking statements are based upon reasonable assumptions, forward-looking statements are not guarantees of performance, and we can give no assurance that these expectations will be realized. Our actual results may differ materially from those indicated by these forward-looking statements due to a variety of risks and uncertainties, many of which are beyond our ability to control or predict. Among these risks and uncertainties are: changes in general economic conditions; the extent, duration and strength of any economic recovery; the extent of any tenant bankruptcies and insolvencies; our ability to maintain occupancy and to timely lease or re-lease space at anticipated net effective rents, calculated after giving effect to any required tenant improvement and leasing costs as well as free rent; the amount of lease termination fees, if any; the cost and availability of debt and equity financing; our ability to dispose of certain of our assets from time to time on acceptable terms; the effect of any impairment charges associated with asset dispositions or market conditions; our ability to realize anticipated cost savings and to otherwise create and realize economic benefits of scale; our ability to obtain, at a reasonable cost, adequate insurance coverage for catastrophic events, such as earthquakes and terrorist acts; and other risks and uncertainties detailed from time to time in our filings with the SEC. We assume no obligation to update or supplement forward-looking statements that become untrue because of subsequent events.

### Listing of available space:

Through its website, Mission West provides its customers with information about the variety of space that may be available for lease within our portfolio. Although we attempt to keep available-space information current, we are unable to provide any assurance as to the accuracy of such information. All information is subject to change without notice. Under no circumstance is anything contained herein intended to constitute an offer or option to enter into a lease or an offer or option to negotiate a lease.

### Limitation of liability

Mission West shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Mission West has been advised of the possibility of such damages), resulting from: (i) your use or inability to use the website; (ii) unauthorized access to or alteration of your transmissions or data; (iii) statement or conduct or any third party on the website; or (iv) any other matter relating to the website.

Controlling law; venue and jurisdiction; limitations

The Mission West website is controlled and operated by Mission West in the United States and is intended for use within the United States. We make no representation that materials on these pages are appropriate or available for use in other locations. Those who choose to access these pages from other locations do so based on their own initiative and are responsible for compliance with local laws. By visiting the website, you agree that the laws of the State of California, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any nature that may arise between you and us in connection with this website and the content thereof.

You and Mission West agree to submit to the personal and exclusive jurisdiction of the courts located within the County of Santa Clara, State of California. If any provision of these Conditions of Use is found by a court to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in this provision, and the other provisions of these Conditions of Use shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the website or these Conditions of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.