

DASH License® Monthly Use

1

DEFINITIONS

The who, when, what, how long and how much of the deal.

2

AGREEMENT

The simple statement of what the Guest and Host agree to.

3

HOUSE RULES

Specific rules added by the Host for the Space and the Building.

4

LICENSE TERMS

The License itself. Enough to protect the Guest and Host for short term use of an office.

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DEFINITIONS

AGREEMENT DATE

GUEST:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

SPACE DETAIL:

NAME

SPACE TYPE:

MAX OCCUPANCY:

SIZE (SQ FT):

TERM:

START DATE:

END DATE:
(Optional)

CANCELLATION TERMS

MINIMUM TERM

HOST & BUILDING:

FULL NAME

EMAIL

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

FEES, DEPOSIT AND TAXES:

Fees shall mean the Setup Charge due at the beginning of the Term and the Monthly Charge due on the Agreement Date for the first month and monthly thereafter, if applicable.

MONTHLY CHARGE

SETUP CHARGE

DEPOSIT

TAXES

MARKETPLACE SERVICE:

Licenses with no End Date automatically renew after the Minimum Term.

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DEFINITIONS

AGREEMENT DATE

shall mean the date the reservation is booked through the Service;

CANCELLATION TERMS

shall mean the Flexible Cancellation Terms described in the section entitled "**Cancellation**" below;

HOST

shall mean the Host and the Host's email and address shall have the values set by the Host in the Host's Profile as of the Agreement Date;

"GUEST" OR "YOU"

shall mean the Guest and the Guest's email and address shall have the values set by the Guest in the Guest's Profile as of the Agreement Date;

SPACE

shall be the Space the Guest reserves by booking a reservation through the Service;

MAXIMUM OCCUPANCY

shall be the value set by the Host in the Profile for the Space as of the Agreement Date;

BUILDING

shall be the Building in which the Space is located as set by the Host in the Profile for the Space as of the Agreement Date;

TERM

shall mean the period of time beginning on the Start Date and ending on the later of the End Date, if specified, or the Minimum Term number of months after the Start Date of the reservation specified by the Guest and authorized by the Host;

FEES

shall mean the "**Setup Charge**" due at the beginning of the Term and the "**Monthly Charge**" and "**Incidentals**" due on the Agreement Date for the first month and monthly thereafter, if applicable as set by the Host in the Profile for the Space as of the Agreement Date;

DEPOSIT

shall be equal to the Monthly Charge for one month unless otherwise specified in the House Rules by the Host as of the Agreement Date;

TAXES

shall be the taxes set by the Host and collected by the Marketplace Service on the Host's behalf;

MARKETPLACE SERVICE

shall mean the LiquidSpace service.

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DIRECT AGREEMENT FOR SPACE HOSTING (DASH) LICENSE

This DASH (Direct Agreement for Space Hosting) License (this "Agreement") is made as of the Agreement Date between the Host and the Guest for use of the Space located in the Building.

The Host and Guest agree as follows:

LICENSE

Subject to the terms and conditions of this Agreement, the Host grants Guest a non-transferable license to occupy and use the Space in the Building (the "**License**") during the Term and the Guest accepts such License.

TERM

The **Term** shall be the period of time that begins on the Start Date and ends on the later of the End Date, if specified, or Minimum Term number of months after the Start Date. If no Minimum Term is specified, the Minimum Term shall be one month.

HOUSE RULES

During the Term, the Guest agrees to accept the terms, conditions, and policies provided by the Host relating to the use of the Space, including building security procedures, IT access and use procedures, maximum occupancy limitations, specific state law requirements and other terms or procedures provided by the Host (the "**House Rules**") above. The House Rules may be revised and amended by the Host without the prior consent of the Guest; provided that Host shall provide Guest with notice of such revisions and/or amendments. In the event of a conflict between this Agreement and the House Rules, the House Rules shall govern and control.

PAYMENT

The Guest agrees to pay the Fees, Deposits, and Taxes for use of the Space to the Host or to the Marketplace Service on behalf of the Host.

DEFINITIONS

Capitalized terms used and not otherwise defined in this Agreement or the Exhibit and Schedules shall have the meanings set forth in the Section entitled "Definitions" below.

ENTIRE AGREEMENT

This Agreement (including the Exhibits) constitutes the entire agreement between the Host and the Guest regarding the use of the Space and supersedes any prior agreements between the Host and Guest relating to Guest's use of the Space.

House Rules for Coworking Space

a) "Authorized User" shall be the individual(s) identified on behalf of the Member as set forth in the Summary of Membership Terms. b) "Membership Agreement" shall consist of the executed Summary of Membership Terms along with these Terms and Conditions which, together, is the Membership Agreement and governs a Member's use of the services being offered by ECIC DBA Urban Co-Works and the responsibilities and obligations of both the Member and ECIC. c) "ECIC". Electric City Innovation Center, LLC. (DBA URBAN CO-WORKS also known as UCW) d) "UCW Landlord" Spraragen Partners, LLC. e) "Member" shall consist of the business entity or individual identified on the Summary of Membership Terms. f) "Premises". UCW's office space at 430 Franklin Street, Schenectady, New York. g) "Primary Contact" shall be the individual identified on the Summary of Membership Terms. h) "Term". Term of the Membership as set forth in the Summary of Membership Terms and subject to the termination provisions as set forth in the Membership Agreement. i) "You", "you", "Your", "your", or "I" means and refers to the Member and each of the Authorized Users. j) "We", "we", "Us", "us", "Our", or "our" means and refers to UCW.

2. License a) Upon execution of the Membership Summary Agreement and payment of the Membership Fee, we grant you the privilege and right to the space and services as set forth in this Membership Agreement. The services we provide to you under this Membership Agreement are subject to these terms and conditions set forth herein ("Terms and Conditions") and the terms and conditions set forth in your executed Summary of Membership Terms. By signing this Membership Agreement, you agree to be bound by the terms and conditions of the Membership Agreement. We reserve the right to update these Terms and Conditions at any time without notice to you, but will endeavor to provide you with email notice of any such change at the email address for the Primary Contact set forth in the Summary of Membership Terms. You can request a copy of the latest Terms and Conditions at any time by asking one of our management representatives. The Membership Agreement does not create any tenancy interest, leasehold estate, or other real property interest to the Premises, and only provides the Member the right to the Member Services during the Membership Term and in no way shall be construed as to grant you any title, easement, lien, possession or related rights in UCW's business or anything contained in the Premises. This Membership Agreement shall not be deemed to create a fiduciary or agency relationship, partnership, employer or employee relationship or joint venture between us and you.

3. Space and Services a) Description of Services. Subject to the terms of this Membership Agreement, we will provide you, during the Term, with the Member Services ("Services") as set forth below: i) Access to desk or office space as specified in the Summary of Membership Terms. We reserve the right to change the location, at any time and in our sole discretion, of any such space. ii)

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HOUSE RULES

Opportunity to participate in UCW-sponsored events (subject to availability, and which may be at an additional cost). iii) Use of shared internet Wi-Fi connection. iv) Regular maintenance of the Premises provided that we will not be responsible for damage exceeding normal wear and tear. You are responsible for any damage that you cause. User support with respect to any equipment, facilities or Member Services offered hereunder (if any) shall be provided by UCW, or its designated third party, at UCW's sole discretion. v) Use of the printers/scanners/copiers, subject to normal use guidelines. vi) Use of conference rooms, subject to availability and normal use guidelines. We reserve the right to modify your conference room bookings and locations with prior notice. b) Member and Authorized Users. Only those individuals set forth on the Summary of Membership Terms as Authorized Users will be deemed to be entitled to the Services provided with your Membership. If the number of Authorized Users exceeds the number allocated on the Summary of Membership Terms, the Member will be required to pay additional fees. We reserve the right to limit the number of additional Authorized Users in our sole discretion. The Member is responsible for maintaining the accuracy of the names of the Authorized Users on the Summary of Terms. If the Member has any changes to the individuals designated as Authorized Users, before such changes take effect, the Primary Contact must provide us written notice of any such change and take all actions reasonably requested by us to effectuate such change. Such changes shall be subject to our prior written approval. The Member shall be responsible and liable for the acts and/or omissions of any Authorized Users. c) Participation in or Use of Services. You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that UCW URBAN CO-WORKS SERVICE AGREEMENT – TERMS AND CONDITIONS Updated August 2021 2 does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use. UCW shall be permitted at any time to restrict the right to access the Premises or otherwise put restrictions or limitations on the normal hours of operation of the Premises, at UCW's sole and absolute discretion. You expressly acknowledge and agree that neither the services provided by UCW, nor this agreement, shall in any manner constitute a landlord/tenant relationship. You further expressly acknowledge and agree that UCW makes no representation or warranty as to the level, quality or availability of any of the Services, which may be modified by UCW at any time and in its sole discretion. Individuals who obtain a flexible desk membership are not guaranteed availability of Services and utilization of any reservation system provided by UCW to reserve a shared desk may result in overbooking and will not guarantee availability. No refunds are available or will be provided in the event any service is or becomes unavailable. Your sole right in the event that services are unavailable is to terminate this agreement pursuant to the terms in section 9 below. 4. Payment a) Security Deposit. Upon submitting a signed and completed Member Agreement, the Member will be obligated to pay the

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Security Deposit in the amount indicated in the Summary of Membership Terms ("Security Deposit"). A Security Deposit is not required for Day Pass Members. We will have the right, at our option and in our sole discretion, to apply all or part of the Security Deposit toward the payment of any amounts due under this Membership Agreement or required to remedy any default in the performance of any other term of condition in this Agreement by you. Additionally, if there is any damage to the Premises caused by you, repairing such damage and/or restoring the Premises will be deducted from the Security Deposit. The Security Deposit is not intended to be a reserve from which any Fees may be paid. In the event the Member owes us other Fees, such Fee may not be deducted from the Security Deposit, but must be paid separately. The Security Deposit will be returned to the Member no later than thirty (30) days following the termination of this Agreement, subject to the complete satisfaction of your obligations under this Agreement. The Security Deposit will not accrue any interest on your behalf while held by us. b) Membership Fee. During the Term of this Agreement, we will process payment for the Membership Fee set forth in the Summary of Membership Terms ("Membership Fee") and other outstanding fees or money owed to us (collectively, "Fees"), in advance, no later than the fifth (5th) business day of each calendar month. Payment for any Day Pass usage is paid on the day of use unless other arrangements have been made with us. c) Payment. Except for Day Pass usage, all Fees shall be made in U.S. dollars and shall be made via through periodic electronic debit (ACH) withdrawals from your designated account(s) at financial institutions on the designated date(s) set forth in this Membership Agreement, or in such other manner as required by us, which may include, without limitation, check, money order, credit card or otherwise. Payment for Day Pass usage will be by credit card. Late payments made after the 10th of the month shall incur interest at the rate of the greater of five percent (5%) or the maximum amount allowed by law, per month from the date such payments were originally due. 5. Acceptable use rules and regulations Failure to follow the rules and regulations set forth in this Membership Agreement will be deemed a breach of this Membership Agreement. In addition to any rights and remedies that UCW maintains for breach of this Membership Agreement elsewhere in this Membership Agreement and under applicable law, UCW may immediately suspend and deny such Member and their Authorized User's access to the Premises. To the extent any guest of an Authorized User violates any of the rules and regulations set forth in this Agreement, UCW may request that such guest be required to immediately leave the Premises and any such guest action or inaction shall be treated as a breach of this Agreement as if it was performed by the Authorized User. a) Use of Services: i. You shall promptly notify us of any changes to your contact and payment information. ii. For security, operational or other related reasons, we may regularly record you and any other members, including your guests, via video, audio or other means in certain or all of the areas in the Premises and monitor and record communications sent through the

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Wi-Fi enabled Internet connection provided by us in the Premises. iii. We may disclose information about you as necessary to satisfy any applicable law, regulation, legal process, or government request. iv. You are responsible for all of your acts or omissions, including, without limitation, any damage you cause to our or any other person's property or any injury you cause to any person. You agree to comply with any house rules posted or provided on the Premises. v. Access to any conference rooms or shared use spaces must be reserved. Please no conference room squatting. Conference rooms are for meetings with customers, teammates, and clients only. If you want to hold an event at the Premises, please talk to the Premises staff to discuss scheduling, guest policy, insurance requirements and additional fees and URBAN CO-WORKS SERVICE AGREEMENT – TERMS AND CONDITIONS Updated August 2021 3 terms and conditions. You must provide at least forty-eight (48) hours' notice and obtain UCWs prior written permission to host an event on the Premises. Please clean up after using a conference room or shared space. If you re-arrange the furniture in the conference room, we expect that you will return it to the original set-up when you're finished. vi. We reserve the right to place a limit on the number of guests you are permitted to invite onto the Premises at any one time, in our sole discretion. vii. No furniture, large or bulky packages, supplies, equipment or merchandise will be received at the Premises unless approved first by UCW. viii. Except for UCW's gross negligence, you assume full responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured. ix. Internet Policy: Wireless access to the internet is provided as part of the Services. Service interruptions, if they occur, will be handled in a commercially reasonable manner. UCW is not responsible for any data, business or other losses as a result of such interruptions. You are responsible to protect your own computer and data from electrical surges, theft, virus or other malicious attack. Unless otherwise set forth by UCW in writing, you are receiving a single user account solely for your use of the wireless through one device per log-in session. You agree not to download or stream overly large files in a manner that would slow down the network for other users of the internet on the Premises. You agree not to resell any aspect of the wireless access, whether for profit or otherwise, share your IP address or ISP internet connection with anyone, access the wireless simultaneously through multiple units or to authorize any other individual or entity to use the internet. You are not entitled to a refund of any Fees paid hereunder if the internet is not available for any reason. x. Maintenance. You agree to maintain the office and desk space in good condition, damage by normal wear and tear accepted. You shall not permit the office to be overloaded, damaged, stripped or defaced. 6. Prohibited Uses: i. Use the Services to conduct or pursue any illegal activities. ii. Perform any activity that is reasonably likely to be disruptive, offensive, or dangerous to other members, their guests, or their property (including, without limitation, unapproved parties, events or loud presentations). iii. Make copies

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of any keys, keycards, or other means of entry to the Premises or lend, share, or transfer any keys or keycards to any third party. iv. Allow any guest(s) to enter the Premises without registering guest(s) using the online form. Guests may be required to sign an acknowledgement that they have read and agree to abide by any rules and regulations applicable to the Premises, including, without limitation, those contained in this Agreement. v. Attach or affix any items to the walls, install antennas, or telecommunication lines or devices in or about the Premises or bring additional furniture into the Premises. vi. Place anything, or allow anything to be placed, in the common areas, or near the glass or any window, door, partition or wall, which may in UCW's judgment, appear unsightly. vii. Without the prior written consent of UCW, use any of UCW's names, logos or marks, or use pictures or illustrations of the Premises in any advertising, publicity or other purpose, except you may use the address of the Premises as the address of your business for purposes of receiving mail at the Premises. Your use of the Premises for your mail delivery is at your sole risk and any mail received at the Premises will not be held longer than two (2) business days before being disposed of (or returned to sender) in UCW's discretion. viii. Take or copy information belonging to UCW or any other member or their guests, or authorized users ix. Live or sleep on the Premises. x. Conduct any type of business we deem to be obscene or otherwise interferes with another member's use or enjoyment of the Premises. xi. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another. xii. Create a false identity or misrepresent yourself for the purpose of misleading others. xiii. Use common spaces as a place for continuous, everyday work. xiv. Bring motorized scooters or bikes onto the Premises. xv. Non-Motorized bicycles are allowed to be brought into the Premises but must be stored in the designated bicycle storage area. Under no circumstances is riding a bicycle permitted within the Premises or anywhere in the adjacent mall area. xvi. Consume or bring onto the Premises any drugs. URBAN CO-WORKS SERVICE AGREEMENT – TERMS AND CONDITIONS Updated August 2021 4 xvii. Except as authorized by UCW, consume or bring onto the Premises any alcohol xviii. Bring firearms, knives, or weapons of any kind onto the Premises. xix. Use of skateboards, roller skates, or rollerblades in the Premises. xx. Bring any pets on to the Premises. xxi. Bring upon, use or keep in the Premises, any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by UCW. 7. Indemnification and Liability a) To the greatest extent permitted by law, except for harm caused by gross negligence or willful misconduct of UCW, Member hereby indemnifies and holds harmless UCW, affiliates of UCW, UCW Landlord, and all of their respective officers, employees, agents, contractors, related parties, other members and property manager from any claims, liabilities, losses or damages incurred by you or such persons and entities (including all costs and expenses of defense of any

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action or proceeding) arising out of, directly or indirectly, any claim against, incident to or any injury to or death of you, your employees, assigns, agents, authorized users or invitees of any of them or any damage to or loss of property of such persons or entities. Member shall maintain adequate insurance for the foregoing and present evidence of same to UCW upon request. b) Member further agrees to indemnify and hold harmless UCW, affiliates of UCW, UCW Landlord and all of their respective officers, employees, agents, contractors and related parties from any claims, demands, causes of action, liabilities, losses, costs and expenses, including reasonable attorneys' fees, arising out your negligent actions, errors or omissions in connection with the participation in or use of the Services or the Premises or any breach of the terms of this Agreement by you. c) If any court should find any person or entity indemnified hereunder liable for any loss or damage of any kind for any reason related to Member, employees, authorized users, guests and affiliated parties, Member agrees that, to the greatest extent permitted by law, the limit of such person's or entity's liability shall be the amount that Member has paid UCW under this Agreement. d) Liability for damages. You acknowledge liability for any damage to equipment, furnishings, and any other property of UCW, UCW's Landlord, or other members and their respective clients caused by the Member and/or its Authorized Users and guests, excluding damage due to normal wear and tear. Member agrees to pay the cost to repair or replace (at full replacement cost) the damaged property, at the discretion of UCW. 8. Warranties To the maximum extent permitted by applicable law, UCW provides the Services and the Premises "as is" and with all faults, and hereby disclaims with respect to the services and premises all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or noninfringement. You acknowledge that you have inspected the Premises (or will inspect the Premises prior to commencement of your business operations), observed no dangerous conditions, accept the Premises "as is" and assume all risk of injury or damage to your person or property in connection with your use of the Premises regardless of the condition thereof. The entire risk as to the quality, or arising out of participation in or the use of the Services or Premises remains with you. 9. Term and Termination a) Term. Shall commence upon execution of the Membership Agreement and payment of the Security Deposit and Membership Fee ("Commencement Date"). b) If the Membership Period on the Summary of Membership Terms ("Membership Period") is designated as a Multi-Month Membership Period, then the "Term" of the Membership will begin on the Commencement Date and will continue until terminated by a party in accordance with these Terms and Conditions. c) If the Membership Period on the Summary of Membership Terms ("Membership Period") is

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designated as a "Monthly" Membership Period, then the "Term" of the Membership will begin on the Commencement Date and will continue on a monthly basis, until terminated by a party in accordance with these Terms and Conditions. d) If the Membership Period on the Summary of Terms is designated as a "Daily" Membership Period, then the "Term" of the Membership will begin on the Commencement Date and will terminate at the end of that day. d) Termination by UCW. UCW may immediately terminate this Membership Agreement, including, without limitation, the Member and Authorized Users access to the Premises, by written notice to the Primary Contact (email to suffice), upon: (i) breach of this Agreement by you, or (ii) upon termination of UCW's lease of the Premises with the landlord of the Premises. In addition, UCW may similarly terminate at any time for convenience upon written notice to the primary contact (e-mail to suffice) with such termination being effect 30 days after such notice. Upon termination, Member will remain liable for past due amounts and Fees and we may exercise our rights URBAN CO-WORKS SERVICE AGREEMENT – TERMS AND CONDITIONS Updated August 2021 5 to collect due payment despite termination of this Agreement. c) Termination by Member. Excluding Day Pass Members and Multi-Month Members, any Member may terminate this Agreement by providing at least thirty (30) days' prior written notice to us; provided, however, that only the last business day of a calendar month may be set as the termination date and the Member will not be entitled to any proration with respect to any Fees. For example, if the Member delivers a termination notice on August 15, the termination will not be effective until the last business day of September, and Member will owe Fees due for the entire month of September. Early termination by Multi-Month Member will require an early termination fee equal to 2 months membership fee. d) Removal of Property. Prior to the termination or expiration of this Membership Agreement, you will remove all of your property from the Premises. After providing reasonable notice, we will be entitled to dispose of any property remaining on the Premises without any obligation to store such property, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible to pay any fees reasonably incurred by us regarding such removal. Following the termination or expiration of this Agreement, we will not forward or hold mail or other packages delivered to us. 10. Insurance a) You agree to maintain at your own cost during the Term of this Agreement insurance coverage for Comprehensive General Liability Insurance in an amount of not less than \$1,000,000 for general property damage and personal injury and \$2,000,000 in aggregate liability coverage, as well as a policy of fire, vandalism, malicious mischief, and "special form perils" coverage in an amount equal to the replacement costs of your furniture, equipment, and property. UCW and its Landlord shall be listed as an Additional Insured on a primary and noncontributory basis under the General Liability Insurance Policy and you shall provide at or prior to the Commencement Date of this Agreement a binder or other documentation verifying that said insurance

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requirements have been satisfied. b) You shall be responsible for complying with New York State's Worker's Compensation Laws. c) Waiver of Subrogation. Landlord and Tenant agree to have all property and liability insurance which may be carried or is required to be carried by either of them endorsed, unless policy language has already been provided, with a clause providing that any release from liability of or waiver of claim for recovery from the other party or any of the parties named in this Agreement entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder, and providing further than the insurer waives all rights of subrogation which such insurer might have against the other party or any of the parties named in this Agreement. Without limiting any release or waiver of liability or recovery contained in any other provision of this Agreement but rather in confirmation and furtherance thereof, Landlord and any beneficiaries of Landlord waive all claims for recovery from Tenant, and Tenant and any beneficiaries of Tenant waive all claims for recovery from Landlord, any beneficiaries of Landlord and the managing agent for the Premises and their respective agents, partners, members, managers and employees, for any loss or damage to any of its property, resultant loss of income or extra expenses, or liability claims occurring on the Premises. 11. Additional terms a) Our Reserved Rights. We are entitled to access your office or desk space, with or without notice, for maintenance, safety or emergency purposes. During these times, we may temporarily move furniture contained in the office space. We reserve the right to move or alter your office space. We may modify or reduce the list of Services at any time with prior notice. b) Other Members, Users and Guests. We do not control and are not responsible for the actions of other members or any other user of the Services or Premises. If a dispute arises between members, other users or their guests, we shall have no responsibility or obligation to participate, mediate, or indemnify any party. UCW reserves the right at any time to institute a guest policy or otherwise approve guests prior to permitting them access to the Premises. c) No Assignment. You may not transfer or otherwise assign any of your rights or obligations under this agreement without our prior consent. d) Severability. In the event that any provision or portion of this Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law. e) Subordination. This Membership Agreement shall be subject to and subordinate to any and all leases, mortgages, deeds and other instruments in the nature of a lease, mortgage or deed relating to the Premises, existing now or at any time hereafter. You shall, as requested by UCW, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Membership Agreement to said lease, mortgage, deed or other such instruments. Termination of UCW's lease or leases with the owner of the Premises will terminate this Agreement. f) Holdover. Should you fail to remove your

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HOUSE RULES

effects and vacate the Premises following the termination of this URBAN CO-WORKS SERVICE AGREEMENT – TERMS AND CONDITIONS Updated August 2021 6 Membership Agreement, you will be obligated to pay UCW 200% of its Membership Fees, pro-rated by days, until the date you vacate the Premises. 12. Governing Law. The parties agree that the terms and conditions of this Membership Agreement shall be subject to and governed by the laws of the State of New York.

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License Terms



COMPLIANCE

You agree to abide by and cause your employees, agents, guests, invitees, contractors and subcontractors ("**Invitees**") to abide by this Agreement and any applicable House Rules.



POSSESSION AND DELIVERY

The Space is accepted by the Guest in its "as-is" "where-is" condition and configuration. If, for any reason, the Host is unable to provide use of the Space at the anticipated Start Date, you agree that the Term shall be automatically postponed until possession becomes available. Host's failure to deliver possession of the Space shall not subject the Host to any liability for loss or damage, nor shall it affect the validity of the License. If the Host does not deliver possession of the Space within one week after the anticipated Start Date, the Guest shall have the right to cancel the License with no penalty and be entitled to a full refund of amounts paid.



WORKSPACE USE AND ACCESS

You agree to use the Space provided to you for general office purposes only and you may not use the Space to carry out any illegal activities or use the Space (A) in violation of law or the House Rules, or (B) for any immoral, unlawful, or objectionable purposes. Further, you shall not use or permit the usage of any illegal drug or substance in the Space or in the Building and shall not make or permit any unreasonable or unnecessary noises or odors in or

upon the Space or the Building. You shall not commit, or suffer to be committed, any waste upon the Space or any nuisance (public or private) or other act or thing of any kind or nature whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance of any other occupants in the Building.

You agree not to exceed the Maximum Occupancy of the Space.

You shall not make alterations, additions or improvements to the Space, including the installation of lighting or any phone or data lines.

You shall not generate, store, install, dispose of or otherwise handle any hazardous materials in the Space, or in or around the Building, in any manner contrary to any applicable law. You shall be liable for the costs of any removal, clean-up and/or remediation of any hazardous materials released by you or your Invitees.

You agree that the Host has the right upon 30 days' written notice, to require that you relocate to another Space in the same Building of equal or larger size and similar configuration for the remainder of the Term, provided that the Fees for such new workspace are no greater than the Fees for your current Space.

The Host or its authorized representatives may enter the Space at any time and such access rights shall not give rise to any decrease or abatement of Fees or Taxes. Unless there is an emergency, the Host will, as a matter of courtesy, try to inform you in advance when the Host needs access to the Space to carry out testing, repair or work other than routine inspection, cleaning and maintenance. Repair work shall be done solely at the discretion of Host and the failure of Host, for any reason, to furnish any maintenance or repairs shall not render Host liable to you, constitute a constructive eviction, or give rise to a refund or abatement of Fees.

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License Terms

You shall not cause or permit any lien to be placed on the Space, the Building or the land underlying the Building. Any such lien shall be discharged by you within 10 days of you becoming aware of such lien.



GOOD CARE

You must take good care of and not damage, waste or make any changes to the Space or space leased or owned by the Host of which the Space is a part (the “**Host Area**”), or the Building. You shall not alter, add, replace, remove or damage any furnishings, equipment or other personal property located in, on or around the Space, the Shared Facilities, the Host Area or the Common Areas which is not owned by you or your Invitees (“**Host Personal Property**”). At the expiration or earlier termination of this Agreement, you must deliver the space and all Host Personal Property to the Host in good condition, normal wear and tear excepted. If any damage (beyond normal wear and tear) to the Space or the Host Personal Property should occur while in your care, custody or control, you agree to pay reasonable repair/replacement costs and to notify the Host immediately upon discovery of such damage occurring, but no later than 8 hours later. You are liable for any damage caused by you or your Invitees to the Space, the Shared Facilities, the Common Areas, the Host Personal Property or the Building. **YOU DISCLAIM AND WAIVE ALL WARRANTIES WITH RESPECT TO THE HOST PERSONAL PROPERTY, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**



COMMON AREAS

If available at the Building, you may also have access to and non-exclusive use of any portions of the Building designated for common use of tenants and others (“**Common Areas**”), as, and to the extent, described in the House Rules. The Common Areas may be changed, relocated, altered, eliminated or otherwise modified at any time during the Term without the consent of, or notice to, Guest. Unless otherwise set forth in the House Rules, the right to parking is not provided under this Agreement.



SHARED FACILITIES

If available at the Building, you may also have access to and non-exclusive use of any shared conference rooms, office equipment, and kitchenettes (the “**Shared Facilities**”) located near the Space on a first-come, first-served basis as, and to the extent, described in the House Rules. The Host may make changes to the Shared Facilities from time to time during the Term including, without limitation, removal of all or portions of the Shared Facilities without your consent or notice to you.



KEYS AND SECURITY

Any keys or entry cards for the Space or the Building, which the Host lets you use, remain the Host’s property at all times. You shall not make any copies of them or allow anyone else to use them without the Host’s consent. Any loss of keys or

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entry cards must be reported to the Host immediately, and you must pay the cost of replacement keys or cards and or changing locks, if required by the Host.

You shall not place any additional locks or bolts of any kind upon any of the doors or windows of the Space or Building nor make any changes to existing locks or the mechanisms thereof.



NAME AND ADDRESS

You may only conduct business in your name. You shall not put up any signs on the doors to the Space or Building or anywhere else, which are visible from outside the Space you are using, or the Building.



MAIL AND PACKAGES

Mail and packages may not be delivered to you at the Space or Building unless permitted by the House Rules. The postal services may be subject to additional federal, state, and local requirements.



CONDUCT

You acknowledge that the Host is and will continue to be an equal opportunity employer and that the Host prohibits any form of discrimination in employment, against any of its employees (whether by its employees, its clients, including you, or others), including, on the basis of race, color, creed,

religion, age, gender, marital status, sexual orientation, national origin, or disability, or other characteristics protected by law. In recognition of this policy, you and your officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing or abusive behavior to employees of the Host or its affiliates, other clients or invitees, verbal or physical in the Building for any reason. You further agree, upon the request of the Host, to cooperate with the Host in its efforts to enforce and maintain its equal employment opportunity, non-discrimination and anti-harassment policies. The Host may immediately terminate this Agreement without cost or penalty if Guest or any of Guest's Invitees engage in any behavior that the Host deems is contrary to such policies.



CONFIDENTIALITY

Both Host and Guest agree that during the Term and thereafter, the recipient of any non-public information of the other party that is designated as confidential or proprietary, that the receiving party knew or reasonably should have known was confidential or proprietary, or that derives independent value from not being generally known to the public ("Confidential Information"), will not at any time be disclosed to any person by such recipient or used for such recipient's own benefit or the benefit of anyone else without the prior express written consent of a corporate officer of the party that owns such Confidential Information. The parties agree that if there is a breach of this obligation by either party, the other shall have the right to request any remedy in law and/or equity including, but not limited to, appropriate injunctive relief or specific performance, as may be granted by a court of competent jurisdiction. Notwithstanding the foregoing, Guest accepts all risk to its intellectual property interests used in the Space, neither Host nor its applicable landlord shall have

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any liability arising from, your disclosure (whether intentional or not) of any of your Confidential Information to any third parties present in or around the Space or the Shared Facilities.



NON-SOLICITATION

Neither Host nor Guest nor their respective employees and agents shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other during the Term and for 90 days following its termination or expiration without the prior written consent of the other party.

Either party may solicit or recruit generally in the media. Either party may hire, without prior written consent, the other party's employee who answers any advertisement or who voluntarily applies for hire without having been personally solicited or recruited by the hiring party.



DAMAGES AND INSURANCE

You are responsible for any damage you cause to the Space or any Host Personal Property beyond normal wear and tear. The Host has the right to inspect the condition of the Space from time to time and make any necessary repairs. You are responsible for arranging insurance for your personal property against all risks and for your liability to and for your employees and Invitees. You have the risk of damage, loss, theft or misappropriation with respect to any of your personal property and liability to and for your employees and Invitees. You agree, as a material part of the consideration to be rendered to the Host under this Agreement, to waive any right of recovery against the Host, its directors, officers, employees and its applicable landlord for any damage, loss, theft or misappropriation of your property under your control and any

liability to and for your employees and Invitees, including for injuries to you or your Invitees in or about the Space, and you agree to hold the Host exempt and harmless and defend the Host and its landlord, if applicable, from and against any damage and injury to any such person or to such property, to the extent arising from your use of the Space or from your failure to keep the premises in good condition and repair as provided in this Agreement. All property in your Space is understood to be under your control.



PAYMENT

During the Term, you shall pay the Fees, Deposit, and Taxes to the Marketplace Service on behalf of the Host.

Upon the Agreement Date, the following are due and payable by the Guest (the "**Initial Payment**"):

- the Monthly Charge for the first full calendar month of the Term or a pro-rated portion of the Monthly Charge for the first partial month of the Term (if you start your Term after the first calendar day of the month),
- the Setup Fee,
- the Deposit,
- any applicable Taxes.

For each following month of the Term, the Monthly Charge and any applicable Taxes are due and payable on the first day of the calendar month. If the Term ends before the last calendar day of the month, the pro-rated portions of the Monthly Charge and any applicable taxes for the final partial month of the Term are due and payable.

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If applicable, the Host may also include additional 'one time' fees (the **"Incidentals"**) for services provided to Guest not included in the Monthly Charge. These services may include but not limited to meeting rooms, photocopying, faxing, catering, etc. The Incidentals will be collected in arrears on the first of every month and paid by Guest via the Marketplace Service.

If any payment due to Host is not received within 5 days of the due date, the Host may, at the Host's discretion, charge a late fee of 5% of the overdue amount or the Host may terminate this Agreement without cost or penalty to Host. All remaining Fees and Taxes for the remainder of the Term are immediately due and payable by the Guest.



CANCELLATION

All Fees and Taxes paid by Guests are non-refundable, except as expressly stated in this Agreement.

The Host may cancel this agreement without cause on at least sixty (60) days notice prior to End Date.

The Host may cancel this Agreement on at least sixty (60) days' notice if a contract has been entered into for the sale of the Building.

The Host shall not cancel this Agreement except as provided in this Agreement.

Flexible Cancellation Terms

You may cancel this Agreement within one day of the Agreement Date or at least 30 days before the Start Date and receive a full refund of the Initial Payment.

If you choose to cancel after the Agreement Date plus one day, but less than 30 days before the Start Date, 50% of the Fees and Taxes will be refunded, but you are no longer obligated to pay the remaining Fees and Taxes for the Minimum Term. The Deposit will be fully refunded, if you cancel before the Start Date.

After the Start Date, if you cancel the License before the Minimum Term, (a) no refund is available for the then-current calendar month and the next full calendar month and (b) 50% of the remaining unpaid Fees and taxes for the Minimum Term are immediately due and payable unless a default has occurred and is continuing, in which case, 100% of all remaining Fees and Taxes for the remainder of the Term are immediately due and payable by the Guest.



DEPOSIT

The Deposit will be held by Marketplace Services during the Term as security for the performance by you of all of your obligations under this Agreement. Marketplace Services may apply any portion of the Deposit to amounts owed to the Host for (A) any damage to the Host Personal Property, the Space, the Host Area, the Shared Facilities, or the Building, (B) any overdue Fees or Taxes and/or (C) amounts Host may incur for any losses or costs arising out of your default under this Agreement (including any damage or deficiency arising in connection with the relicensing of the Space), in each case solely at the discretion of the Host. If, upon the expiration or earlier termination of this Agreement, you have fully complied with all terms of this Agreement and the House Rules, remitted all amounts due and payable, and surrendered the Space and all keys, access cards, building passes and all other property provided to you by the Host (including the Host Personal Property), the Deposit shall be returned to you within 60 days after the expiration or earlier termination of the Term, less any

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amounts applied as described above. Marketplace Services shall not be required to maintain the Deposit in a separate account. No interest will be paid on the Deposit except as may be required by law. If any portion of the Deposit is so used or applied by Marketplace Services during the Term, then within 5 days after Host or Marketplace Services gives written notice to you, you shall deposit with Marketplace Services cash in an amount sufficient to restore the Deposit to the original amount. Failure to do so will constitute a default under this Agreement.



RENEWAL

If an End Date is specified, the License will terminate on the End Date with no automatic renewal.

If no End Date is specified, Licenses shall automatically renew after the Minimum Term for additional one-month periods unless you give the Host or the Marketplace Service at least 30 days' notice prior to the end of then current Term.

If the Host opts to to change the Monthly Charge upon renewal, the Host will provide at least 60 days notice. There will be no additional Setup Fee for Licenses that renew.

If the Host opts to renew the License, the Host will provide at least 60 days notice.



DEFAULT

You shall be considered in default of this License if (A) you fail to pay when due all or any portion of the Fees or Taxes, if the failure continues for 5 days after notice to you, which notice

shall be in satisfaction of and not in addition to any notice required by law (B) you fail to comply with any term of this Agreement, if the failure is not cured within 10 days after notice to you, or (C) you attempt to sublicense, assign or otherwise transfer any interest in this Agreement without Host's prior written consent. Upon any default, the Host shall have the right without notice to terminate this Agreement, in which case you shall immediately surrender the Space and the Host Personal Property to the Host. If you fail to surrender the Space and/or the Host Personal Property, the Host may, in compliance with applicable law and without prejudice to any other right or remedy, enter upon and take possession of the Space and the Host Personal Property and you shall be liable for all past due Fees and Taxes, all Fees and Taxes due for the remainder of the Term, all costs incurred by Host to retake possession of the Space and Host's Personal Property, and other losses and damages which Host may suffer as a result of Guest's default. In addition to the right to terminate this Agreement and collect damages, Host shall have the right to pursue any other remedy now or hereafter available at law or in equity.



INDEMNITY

Except to the extent caused by the negligence or willful misconduct of the indemnified party or such party's officers, directors, employees, representatives, contractors and agents, you agree to indemnify, defend and hold the Host, its landlord, if applicable, and any mortgagee harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with your and your Invitees' use of a Space, Common Areas or Shared Facilities, or any violation of applicable law, this Agreement or House Rules. Nothing contained in this Agreement shall be construed to create privity of estate or of contract between you and Host's landlord, if applicable.

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DISCLAIMER

EXCEPT AS PROVIDED HEREIN AND IN ANY HOUSE RULES, THE HOST IS PROVIDING ITS SPACE TO THE GUEST "AS IS," AND HOST DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SPACE, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. HOST CANNOT AND DOES NOT GUARANTEE AND DOES NOT PROMISE TO GUEST, ANY SPECIFIC RESULTS FROM USE OF THE SPACE. HOST DOES NOT REPRESENT OR WARRANT THAT THE SPACE WILL MEET YOUR REQUIREMENTS; THAT THE SPACE MEETS APPLICABLE LEGAL STANDARDS OR IS SAFE AND SUITABLE FOR YOUR INTENDED USE.



LIABILITY

IN NO EVENT WILL HOST OR ITS LANDLORD OR THEIR RESPECTIVE DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES OR SUPPLIERS BE LIABLE TO GUEST, OR ANY PARTY CLAIMING THROUGH GUEST FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, ARISING FROM THE GUEST'S USE OF THE SPACE, ANY CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE MARKETPLACE SERVICE, OR GUEST'S USE OF THE SPACE, EVEN IF THE HOST IS AWARE OR HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HOST'S LIABILITY TO GUEST OR ANY PARTY CLAIMING THROUGH GUEST, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID FOR THE SPACE, IN THE 12 MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

YOU UNDERSTAND AND AGREE THAT MARKETPLACE SERVICE IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN GUEST AND HOST, NOR IS MARKETPLACE SERVICE A REAL ESTATE BROKER, AGENT OR INSURER IN CONNECTION WITH THIS AGREEMENT. THE PARTIES SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS MARKETPLACE SERVICE FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM, DEMAND, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR IN CONNECTION WITH ANY USE OF THE SPACE, OR ANY VIOLATION OF APPLICABLE LAW, THIS AGREEMENT OR HOUSE RULES.



SUSPENSION OF SERVICES

The Host may by notice suspend the provision of services (including access to the Space) for reasons of political unrest, strikes, terrorism, Acts of God or other events beyond the Host's or the Host's landlord's reasonable control.

This Agreement shall automatically terminate if the Space is rendered unusable as a result of a fire, other casualty or a condemnation. As between Host

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and Guest, all proceeds of any condemnation award shall belong to Host and all insurance proceeds of Host shall be retained by and belong to Host. The Host may also suspend the provision of services (including access to the Space) in the event the Space or the Building is being renovated or repaired, in which event you will be relocated to another space within the building, or if necessary, to another building, all at the Host's reasonable cost.



SUBLICENSING

You may not sublicense, assign, transfer any interest in this Agreement or allow any third party to use any portion of the Space, the Shared Facilities or the Common Areas without Host's prior consent. Any such sublicense shall be on the same form as this Agreement and shall be consummated through the Marketplace Service.



NO LEASE

YOU ACKNOWLEDGE THAT THIS AGREEMENT IS NOT A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY. IT IS A CONTRACTUAL ARRANGEMENT THAT CREATES A REVOCABLE LICENSE. The parties do not intend to create a lease or any other interest in real property for the benefit of Guest through this Agreement. The Host retains legal possession and control of the Space assigned to Guest. The Host's obligation to provide space and services to Guest is subject, in all respects, to the terms of the Host's lease

with the Host's landlord, if applicable. This Agreement and the License granted hereunder shall terminate simultaneously with the termination of the Host's master lease or the termination of the operation of the Host Area for any reason at no cost or penalty to Host. You do not have any rights under the Host's lease with its landlord, if applicable. When this Agreement expires or is earlier terminated, your License to occupy the Space shall automatically be revoked. You agree to remove your personal property and leave the Space as of the date of such expiration or termination. The Host is not responsible for your personal property left in the Space after expiration or termination. If you fail to remove your personal property, at the Host's option, such personal property shall (A) be deemed conveyed to the Host and shall become the property of the Host, or (B) be removed from the Space by the Host at the Guest's expense.



NO BROKER

Unless documented in the House Rules, you represent that you have dealt with no broker in connection with this Agreement. You agree to indemnify, defend and hold the Host harmless from any claims of any brokers claiming to have represented you in connection with this Agreement.



SUBORDINATION

This Agreement and any applicable House Rules are subordinate to any underlying lease, mortgage, deed of trust, ground lease or other lien now or subsequently

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arising upon the Space or the Building and to renewals, modifications, refinancings and extensions thereof including the Host's lease with the Host's landlord and to any other agreements to which the Host's lease is subordinate.



HOLDING OVER

For each and every month or portion thereof that you continue to use or occupy the Space after the expiration or earlier termination of this Agreement, you shall pay Host an amount equal to the greater of (A) \$2,500 and (B) two times the Monthly Charge. Your payment of such amounts shall not be construed to extend the Term or prevent Host from immediate recovery of possession of the Space by summary proceedings or otherwise. This Section shall survive the expiration or sooner termination of this Agreement. The acceptance of any Fees after the expiration or earlier termination of this Agreement shall not preclude Host from commencing and prosecuting a holdover or summary eviction proceeding. Host and Guest hereby further agree that any statutory right to hold over beyond the expiration date or sooner termination of this Agreement is hereby waived to the fullest extent permitted by law.



MISCELLANEOUS

All demands, approvals, consents and notices shall be sent by certified mail or electronic mail at the address specified for each party under the Section entitled "Definitions". This Agreement shall be interpreted and enforced in accordance with the laws of the state or commonwealth in which the Building is located. If either party institutes a suit against the other for violation of or to enforce this Agreement, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees. Host and Guest hereby waive any right to trial by jury in any proceeding based upon a breach of this Agreement to the fullest extent permitted by applicable law. This Agreement may not be modified, amended or terminated, and Guest's obligations hereunder shall in no way be discharged, except as expressly provided in this Agreement or by written instrument executed by the parties. If any term, covenant or condition of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term, covenant or condition shall not be affected. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. Neither Host nor Guest shall have the right to record this License or any memorandum thereof.