

Host Adoption Agreement

SCPP, LLC d/b/a GreenlightGO (“GG”) and the undersigned company, (“Host”) agree as of the effective date of the execution and submission of this form (“Effective Date”) to enter into this Host Adoption Agreement (“Agreement”) for good and valuable consideration, the receipt of which is acknowledged by the parties.

1. Scope of services:

(a) GG operates a software platform that connects individuals to production spaces and associated services (the “Platform”). Host has certain space owned or leased on its premises (the “Host Space”), as well as certain equipment (as applicable) that may include edit suite equipment, camera equipment, media storage, furniture and certain computer hardware and software (the “Equipment”). Host may also offer certain services in connection with the Host Space and Equipment (the “Services”).

(b) Host hereby agrees to make the Host Space, Equipment, and Services, as applicable, available to GG, and GG in turn agrees to make the Host Space available to third party individuals (“Guests”) via the Platform.

(c) Host agrees to allow GG to access the Host Space and Equipment so that GG may photograph and/or record the space for use on the Platform. Host further agrees that it will reasonably cooperate with GG in scheduling and providing for Guests to view the Equipment and to tour the Host Space in person.

(d) As the owner or lessor of the Host Space, Host retains first priority use of the Host Space and the Equipment, and Host may refuse usage of the Host Space by any Guest at any time. Notwithstanding anything to the contrary herein, this Agreement shall not restrict Host’s own efforts to arrange for the licensing and use of the Host Space and Equipment to any third party.

(e) Guests will contract with Host for use of the Host Space, Equipment and Services, as applicable, via the “Space Hosting License” provided by GG.

2. Host Space Fee and Commission:

(a) The amount charged to the Guests for using the Host Space, the Equipment, and the Services, as applicable, (the “Fee”) will be determined by Host in its sole, good faith, discretion. GG will issue invoices to the Guests and process their payments, as further detailed in the Space Hosting License.

(b) In exchange for its services, GG will retain 15% of the Fee (the “Commission”). GG will pay the remaining 85% to Host within thirty (30) days of receiving full payment of the Fee from the Guest, as further detailed in the Space Hosting License. The parties acknowledge and agree that GG is facilitating the payment processing for Host and Guest, and is liable for any sums due to Host hereunder only when they are received by GG from Guest.

(c) Host agrees that, for a period of six (6) months following the expiration or termination of this Agreement, if Host licenses or subleases the Host Space or the Equipment to any Guest that was introduced to Host by GG via the Platform, Host will pay GG its Commission on that Guest’s Fee.

3. Representations and Warranties: Host represents and warrants that (i) Host has the right, power, and authority to enter into this Agreement; (ii) the Host Space and Equipment are functional, safe and in good repair; and (iii) Host owns or controls the Host Space and Equipment.

4. Insurance: Host shall be responsible for maintaining insurance necessary to reasonably cover liabilities under this Agreement as well agreements it enters into with any Guest.

5. Damage, Theft or Loss: GG is not responsible for any damage, theft or loss affecting the Host Space or the Equipment. Host shall be responsible for the security of its Equipment.

6. Third-Party Services: Host acknowledges and agrees that GG, through third-party vendors, may make additional services available to Guests during their use of the Host Space, Equipment, and Services (collectively,

“Third-Party Services”). GG will obtain Host’s approval prior to making any Third-Party Services available to Guests during their use of the Host Space.

7. Relationship of the Parties: Nothing herein shall be deemed to create a partnership or agency relationship between GG and Host, it being understood that both parties are independent contractors. For the avoidance of doubt, GG shall not have any authority whatsoever to bind Host to any agreements, or to sign any agreements on Host’s behalf.

8. Term and Termination: This Agreement shall be in effect beginning on the Effective Date and continuing for one (1) year. Upon expiration of the initial one year term, and for every successive term thereafter, this Agreement shall automatically renew on the same terms unless either party provides to the other written notice of its desire not to automatically renew this Agreement thirty (30) days prior to the applicable expiration date of the then-current term.

9. Confidentiality: The parties each agree and acknowledge that all information that is not publicly available or generally known in the industry concerning the parties’ businesses (including, without limitation, the terms of this Agreement and information relating to their respective products, customer lists, pricing, trade secrets, patents, business methods, cost data, business plans, and strategies) shall be considered confidential and may not be disclosed to any third party without prior written consent unless such disclosure is required for fulfillment of the services under this Agreement or compelled by law. This section shall survive the expiration or termination of this Agreement.

10. Force Majeure. Neither party shall be liable for, and is excused from, any failure to perform or delay in the performance of its obligations under this Agreement due to causes beyond its control, including, without limitation, interruptions of power or telecommunications services, failure of its suppliers or subcontractors, acts or nature, governmental actions, pandemic, disease, fire, flood, natural disaster or labor dispute (a “Force Majeure Event”). The party so affected shall immediately inform the other party in writing of the occurrence and cessation of the Force Majeure Event and endeavor to avoid or remove the causes of non-performance and continue performance hereunder immediately after those causes are removed. If any such Force Majeure Event prevents either party from providing any of the obligations hereunder for more than 20 consecutive or non-consecutive days during any consecutive twelve (12) month period, either party shall, without limiting its other rights or remedies and without prior notice, have the right to terminate this Agreement immediately by giving written notice to the other party. In the event of such termination, GG shall be owed its Commission(s) accrued up to and including the date of such termination.

11. Miscellaneous: This Agreement shall constitute the sole, exclusive and binding agreement between the parties. This Agreement and all matters or issues collateral thereto shall be governed by the laws of the State of New York, and any action related thereto shall be under the exclusive jurisdiction of the courts of the City, County and State of New York. This Agreement may be executed in one or more counterparts, all of which shall be deemed to constitute one and the same original document as though all of the parties had executed the same counterpart. In addition, the parties may execute and return any counterpart of this Agreement by facsimile or electronic/digital transmission and any such signature shall be deemed to constitute an original signature of the party so signing and delivering this Agreement.