

HOST TERMS

The following additional terms and conditions supplement and are incorporated in the Terms of Use, located at https://coeospace.com/agreements/coeo_host_terms.pdf, and specifically govern the use of the Coeo Space LLC d/b/a Coeo (“*Coeo*”) Service by Hosts. The Terms of Use and these Host Policy Terms (collectively, the “*Host Terms*”) together govern each Host’s use of Coeo’s website marketing service (the “*Coeo Service*”). Any defined terms used but not defined in these Host Terms shall have the meaning ascribed to them in the Terms of Use.

If you use the Coeo Service on behalf of a company or other organization, you represent and warrant that you are authorized to bind such company or organization to these Host Terms and to act on behalf of such company with respect to any actions you take in connection with the Coeo Service. You agree to respond promptly and completely to requests from Coeo for additional information that Coeo deems necessary to determine your authority to act on behalf of a company or organization. Coeo may suspend or terminate your access, and your company or organization’s access, to the Coeo Service and your account if Coeo has reason to believe that you are not authorized to act on behalf of the company or organization for whom you claim to be acting in connection with the Coeo Service.

Notwithstanding anything to the contrary in the Terms of Use, we may modify the terms and conditions of these Host Terms at any time, effective upon posting an updated version of these Host Terms on the Site.

I. COEO AS MARKETING PROVIDER

Coeo offers the Coeo Service as a platform to connect Hosts and Guests and facilitate the booking of Spaces between the Hosts and Guests. You understand and agree that Coeo does not act as an insurer or as a Guest or as your contracting agent or real estate broker. If a Guest requests a booking of your Space and uses your Space, any agreement you enter into with such Guest is between you and the Guest and Coeo is not a party to that agreement. Coeo has no knowledge or relationship with the Space listed by you, including, without limitation, the condition and compliance thereof with any applicable law. You acknowledge that Coeo is a marketing provider. Any relationship between you and the Guest with respect to a Space is at the sole risk of you and the Guest.

Both Guests and Hosts may submit feedback to the Coeo Service following the completion of a Space booking. You acknowledge and agree that other Users may publicly post ratings and reviews of you or your Space, as applicable, and that Coeo may, but is not obligated to, monitor such postings and is not responsible in any manner for such ratings and reviews, and you hereby release Coeo from any and all claims, causes of actions, obligations or liabilities arising from or relating to such ratings and reviews.

II. HOST SPACE CONTRACT

As a Host, you are solely responsible for establishing the fee for your Space through the Coeo Service. Host will collect all fees from the Guest directly through a separate written contractual agreement between the Guest and the Host (“*Host Space Contract*”) at the time of the reservation.

Host shall pay any and all applicable taxes, assessments or charges, together with any penalties or interest thereon, imposed by any government entity in connection with your Space or Coeo 's provision of the Coeo Service. Specifically, Host is responsible for any sales, use, property, or value-added taxes or charges imposed by any government entity in connection with Host's reservation or use of the Coeo Service or Space Marketing Link. For the purposes herein, "Space Marketing Link" means a URL created by Coeo for the Space and posted by the Host in the Host's marketing materials including the Host's website.

Subject to taxes and other similar charges addressed above, Host understands that its use of the Coeo Service is free of charge and will not affect the terms and conditions of its Host Space Contract. Notwithstanding the foregoing, Coeo may modify content on the Coeo Service based on separate fee-based marketing agreements with one (1) or more third parties. Host acknowledges notice of the opportunity to enter into a fee-based marketing agreement with Coeo for marketing enhancements on the Coeo Service as further described therein.

III. ADDITIONAL REPRESENTATIONS AND WARRANTIES

In addition to any other representations and warranties in the Terms of Use, you represent and warrant that:

- All Space you offer for booking hereunder is for commercial use only;
- You have sufficient rights in and to the Space to participate in the Coeo Service as a Host, including any applicable permits, and your participation in the Coeo Service as a Host will not violate or result in the breach of any agreement between you and any third party, including any lease agreement or other agreements relating to the Space;
- By inviting third parties to the Coeo Service, you have all the necessary rights, power and authority to do so;
- You shall not misrepresent your relationship with Coeo to any third party and will not make any warranty or representation on behalf of Coeo;
- You commit to having all rights to the photograph(s), picture(s) and video(s) which you submit to Coeo; and
- Certain portions of the services provided by Coeo may allow Hosts to upload or otherwise provide Coeo images, company logos, photographs, videos, data, text and/or other marketing content ("**Marketing Materials**"). By uploading or otherwise providing Marketing Materials to the Coeo website, you (i) represent that you own all right, title, and interest in and to the Marketing Materials and (ii) grant Coeo an irrevocable, perpetual, royalty-free worldwide license to: (a) use, copy, market, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, prepare derivative works of or incorporate into other works, and translate your Marketing Materials, in connection with Coeo's marketing services, or in any other media; and (b) sublicense these rights, to the maximum extent permitted by applicable law. Coeo will not pay you for your Marketing Materials or to exercise any rights related to your Marketing Materials set

forth in the preceding sentence. Coeo may remove or modify your Marketing Materials at any time. You are solely responsible for all Marketing Materials made through your account(s) on the Coeo website. For all Marketing Materials, you represent and warrant that you are the creator and owner of the Marketing Materials, or have the necessary licenses, rights, consents, and permissions (including all permissions required under applicable privacy and intellectual property law) to authorize Coeo and other users to access and use your Marketing Materials as necessary to exercise the licenses granted by use under these Host Terms. You hereby release Coeo and his or her legal representatives and assigns from all claims and liability relating to said Marketing Materials.

IV. RELEASE AND INDEMNITY

You agree and acknowledge that you are using the Coeo Service for the intended purposes herein and at your own risk, that Coeo is not an agent for either you or a Host, that the Coeo Service are provided on an "AS IS" and "AS AVAILABLE" basis, and to the extent permitted by applicable law, Coeo excludes all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

You hereby unconditionally release Coeo (and its affiliates and subsidiaries, and their respective shareholders, officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in its favor at the time of agreeing to this release.

You further agree to indemnify and defend Coeo and its affiliates and their respective shareholders, directors, officers, employees, attorneys and agents (the "***Coeo Indemnified Parties***"), and hold each of them harmless from and against any and all losses, damages, claims, demands, expenses, fines, penalties, suits and liabilities, including without limitation, reasonable attorneys' fees ("***Losses***") that the Coeo Indemnified Parties shall incur or suffer arising out of, relating to, or resulting from (a) these Host Terms, (b) the lease or rental of the Space (including the condition thereof), (c) a breach of these Host Terms by you, (d) the negligence, willful misconduct, fraud, or misrepresentation of you or of persons acting for or on behalf of you pursuant to these Host Terms, including without limitation, officers, directors, employees, agents and contractors of you, (e) your improper use of the Coeo Service, and your breach of any law or the rights of a third party, and (f) your violation of any applicable law in connection with the Space.

Coeo is under no obligation to edit or control your Marketing Materials or the Marketing Materials of any other Host and will not be in any way responsible or liable for any Marketing Materials. You agree to indemnify and hold harmless Coeo, without limitation, for any action, claim, demand, dispute, and litigation (or any such threat thereof) for your Marketing Materials or the Marketing Materials of any other Host. Coeo may, however, at any time and without prior notice, screen remove, edit, or block any Marketing Materials on the Coeo website, including

Marketing Materials, that in Coeo's sole judgment violate these Host Terms or are otherwise objectionable. You understand that when using the Coeo website, you may be exposed to Marketing Materials of other Hosts and acknowledge that Marketing Materials may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you may have against Coeo with respect to Marketing Materials. If notified by a Host or any content owner that Marketing Materials allegedly do not conform with these Host Terms (the "**Marketing Materials Notice**"), Coeo may investigate the allegation and determine in Coeo's sole discretion whether to remove the Marketing Materials, which Coeo reserves the right to do any time and without notice. All inquiries regarding any Marketing Materials Notice shall be sent to Coeo at space@coeospace.com. The subject line of the Marketing Materials Notice must begin with "ATTN: MARKETING MATERIALS NOTICE".

V. RELATIONSHIP OF THE PARTIES

You are an independent contractor and are not an agent or employee of and have no authority to bind Coeo by contract or otherwise.

VI. GOVERNING LAW; ARBITRATION

THIS SECTION INCLUDES AN ARBITRATION AGREEMENT AND AN AGREEMENT THAT ALL CLAIMS WILL BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY (AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE PROCEEDING). PLEASE READ IT CAREFULLY. YOU MAY OPT OUT OF THE ARBITRATION AGREEMENT BY FOLLOWING THE OPT OUT PROCEDURE DESCRIBED BELOW.

Informal Process First.

You agree that if you have any dispute with Coeo relating in any way to these Host Terms or from access to or use of the Coeo Service, you will first contact us and attempt to resolve the dispute with us informally.

Arbitration ("Arbitration Agreement").

If we are unable to resolve the dispute informally, we each agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Host Terms by binding arbitration. If you are an individual you may opt out of this Arbitration Agreement within thirty (30) days of the first of the date you access or use the Coeo Service by following the procedure described below.

Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration. Instead, the dispute is resolved by a neutral arbitrator. Court review of an arbitration award is limited. Except to the extent the parties agree otherwise, arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Coeo are each waiving the right to a trial by jury or to participate in a class action. This Arbitration Agreement will survive any termination of these Host Terms.

If you intend to seek arbitration, after following the informal dispute resolution procedure, you must first send written notice to Coeo of your intent to arbitrate (“**Notice**”). The Notice to Coeo should be sent by sending the Notice by registered or certified mail to 347 Northgate Drive, Warrendale, PA 15086. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. The arbitration will be administered by the International Institute for Conflict Prevention and Resolution (“**CPR**”) under the CPR Rules for Administered Arbitration by a single arbitrator. The arbitration will be conducted in the County of New Castle, Delaware, U.S.A.

Each party will be responsible for paying any CPR, administrative and arbitrator fees (other than the initial filing fees) in accordance with CPR Rules, except that Coeo will pay for your reasonable filing, administrative, and arbitrator fees if your claim for damages does not exceed \$75,000 and is non-frivolous (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Nothing in this Arbitration Agreement shall prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property, or unauthorized access to the Coeo Service.

If you do not want to arbitrate disputes with Coeo and you are an individual, you may opt out of this Arbitration Agreement by sending an email to: leadership@Coeospace.com within 30 days of the first of the date you access or use the Coeo Service.

ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS GUEST IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE HOST TERMS, YOU AND COEO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then the entirety of this Arbitration Agreement will be null and void.

If for any reason a claim proceeds in court rather than in arbitration, the dispute will be governed by the laws of the State of Delaware without regard to or application of its conflict of law provisions or your state or country of residence, and will be brought solely in the federal or state courts located in the County of New Castle, Delaware, United States. You consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

VII. MISCELLANEOUS

Force Majeure. Coeo shall not be held liable in the event that all or substantially all of its obligations herein are materially interfered by reason of any cause or occurrence beyond the control of Coeo, including without limitation, loss of internet telecommunications service, fire, flood, epidemic, earthquake, explosion, accident, war, blockage, embargo, act of public enemy, civil disturbance, labor dispute (or threatened disputes).

Assignment. These Host Terms shall not be assigned by you without the prior written consent of Coeo. Upon consensual assignment, these Host Terms and the rights and obligations hereunder shall be binding upon the successors and assigns of you.

Partial Invalidity. Nothing contained in these Host Terms shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of these Host Terms and any statute, law, ordinance, order, or regulation, the latter shall prevail, but in such event, any provision of these Host Terms so affected shall be curtailed and limited to the extent necessary to bring it within the legal requirements. In the event that any portion of these terms and conditions shall be held to be invalid or unenforceable in a court of law or equality; (i) the you agree to negotiate in good faith an acceptable alternative provision which reflects as closely as possible the intent of the enforceable provision; and (ii) the validity and legality of the remaining provisions of these Host Terms shall not in any way be affected or impaired thereby, and shall remain in full force and affect.

No Waiver. The failure of Coeo to insist upon the other party's performance of any obligations hereunder shall not be construed as a waiver of or the breach of any obligation of either party or of any subsequent breach of which obligation. The failure of Coeo to exercise any right or remedy which it may have hereunder or under the law shall not be construed as a waiver of any other right or remedy which the party may have hereunder or under applicable law.

Cumulative Remedies. Any right and remedy belonging to Coeo hereunder or under applicable law shall be deemed cumulative and not exclusive of one another and the exercise by Coeo of any such right or remedy shall not preclude Coeo from exercising or enforcing any other right or remedy it may have.

Attorney's Fees. Upon a dispute under these Host Terms, the prevailing party shall be reimbursed by the non-prevailing party for any and all commercially reasonable expenses incurred including legal expenses and actual reasonable attorney fees, in enforcing the terms and provisions of these Host Terms.

Notices. All notices to be given hereunder must be in writing and shall be given by the parties hereto only in one of the following ways: (1) by personal delivery, (2) by certified mail, postage prepaid, or (3) by facsimile, with confirmation of receipt, to the contact person and address specified in the Host Space Contract.

Miscellaneous. These Host Terms contain the entire understanding between the parties and supersedes all prior understandings of the parties hereto relating to the subject matter hereof. These Host Terms may not be modified, nor may any provision be waived, except by an instrument in writing, signed by both parties. Paragraph headings used herein are for convenience only and shall not be used in any way to interpret the provisions of these Host Terms.