

LICENSE AGREEMENT

This LICENSE AGREEMENT (this "**License Agreement**"), dated as of the 27th day of February, 2020, is by and between Moda Operandi, Inc., a Delaware corporation, having its principal place of business at 315 Hudson St., 5th Floor, New York, New York 10013 ("**Licensor**") and Glow Interactive, Inc., a New Jersey corporation having its principal place of business at 333 Hudson St., Suite 302, New York, New York 10013 ("**Licensee**") and, together with Licensor, collectively referred to herein as the "**Parties**," or individually, a "**Party**".

WHEREAS, Licensor is a party to that certain AGREEMENT OF LEASE, dated as of the 26th day of April, 2019 (as has been or may be amended from time to time or at any time, collectively, the "**Lease**"), by and between Whitehall Property Management, Inc. ("Whitehall" or "landlord"), located at 333 Hudson Street, New York, New York 10013, and Moda Operandi, Inc., a Delaware corporation, having its principal place of business at 315 Hudson St., 5th Floor, New York, New York 10013, pursuant to which Licensor leases all of the property located at 333 Hudson St., New York, New York 10013 (the "**Building**") consisting of Unit 204 in the Building as more particularly described in the Lease (the "**Leased Premises**"); and

WHEREAS, the Parties desire by this License Agreement to provide for the licensing by Licensor to Licensee of the right to use and occupy the Leased Premises, as more particularly described in Exhibit A attached hereto and made a part hereof (the "**Licensed Area**").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. License; Furniture, Fixtures, and Personal Property; As-Is.

(a) **License.** Licensor hereby grants to Licensee, and Licensee hereby accepts, a license (the "**License**") to use and occupy the Licensed Area for the purposes permitted under the Lease subject to the terms and conditions set forth in this License Agreement. The Parties do not intend to create a lease or any other interest in real property for Licensee through this License Agreement. Licensee and its employees, agents, and invitees are, except as otherwise specifically provided in this License Agreement, authorized to use the common areas in the Building for their intended purposes.

(b) **Furniture, Fixtures, and Personal Property.** Licensee shall acquire, for the sum of \$1, all of Licensor's furniture, fixtures, and personal property listed on Schedule 1 attached hereto ("**Purchased Property**"), as may be located in the Licensed Area on the Commencement Date. Throughout the License Period, Licensee shall take good care of the Licensed Area in accordance with the terms, conditions, and obligations of the Lease applicable to the Licensed Area and/or the Licensee as if Licensee were the tenant.

(c) **As-Is.** Licensee has inspected the Licensed Area and agrees to accept the Licensed Area and Purchased Property "AS-IS," "WHERE-AS," and "WITH ALL FAULTS" on the date hereof. THE PARTIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LICENSE AGREEMENT, THE LICENSED AREA, THE PURCHASED PROPERTY, THE BUILDING, OR THE REAL PROPERTY OR PROPERTY INTERESTS, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. License Period; Access; Surrender.

(a) **License Term.**

(i) License Period. Licensee's right to use the Licensed Area shall commence on 1 March 2020 (the "**Commencement Date**") and, subject to sooner termination as hereinafter provided, shall expire automatically and immediately upon the expiration or termination of the Lease

for the Leased Premises for any reason (the "**Expiration Date**"). The time period between the Commencement Date and the Expiration Date shall be known as the "**License Period**".

(ii) License May Be Revoked. Notwithstanding anything to the contrary herein, this License Agreement shall be revocable by either Party at any time during the License Period only if the other Party violates in any material respect any of the terms, conditions, or obligations applicable to it pursuant to either this License Agreement or the Lease.

(b) **Access.** Licensee, its employees, contractors, and agents shall at all times have access to the Licensed Area at all times during the License Period, subject to the terms set forth in the Lease; provided, however, (i) Licensee shall be permitted to change the access code to the Leased Premises at its option and expense; (ii) Licensors, its employees, contractors, and agents shall also at all times have access (and Licensor shall afford such access to the forgoing) to the Licensed Area upon reasonable advance notice to Licensee.

(c) **Surrender.** On or before the Expiration Date, Termination Date, or sooner termination of this License Agreement, Licensee shall remove all furniture and other personal property from the Licensed Area that is owned or leased by Licensee. Licensee shall vacate and surrender full and complete possession of the Licensed Area to Licensor, vacant and broom clean, in its "as-is" condition and state of repair, subject only to: (i) reasonable wear and tear; (ii) damage by the elements, fire or other casualty (unless such damage or casualty is caused by the negligence or wrongful act of Licensee, its employees or agents); and (iii) damage caused by the negligence or wrongful act of Licensor prior to the Commencement Date. The surrender obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this License Agreement.

3. License Fee.

(a) **License Fee.** Licensee shall pay a license fee (the "**License Fee**") for the Licensed Area in the monthly amount of four thousand two hundred seventy-five dollars (\$4,275.00), in advance, on or before the fifth (5th) day of each calendar month. Payments of the License Fee shall be made payable to Licensor in United States dollars and shall be delivered to Licensor at the address specified herein or such other address as Licensor may designate by written notice from time to time. Licensor represents to Licensee that, as of 29 February 2020, Licensor is not in default of any obligations by Licensor to pay Whitehall monthly rental amounts in respect of the Leased Premises pursuant to the Lease.

(b) **Payments Due on Commencement Date.** In addition to the foregoing, Licensee shall pay upon the execution and delivery of this License Agreement an amount equal to two (2) months' License Fee. Such License Fee payment made by Licensee upon the execution and delivery of this License Agreement shall be credited toward each of the first two full months' License Fee payments due and payable under this License Agreement.

4. Permitted Uses; Compliance with Lease; Modifications to Lease.

(a) **Permitted Uses.** The Licensed Area shall be used for general office use and for no other purpose except as may be agreed upon by Licensor in writing in its sole and absolute discretion.

(b) **Compliance with Lease and Subordination.** Licensor has provided Licensee with a copy of the Lease and Licensee acknowledges receipt thereof. Licensor and Licensee hereby agree not to take any action or fail to take any action in its use of a portion of the Leased Premises, a result of which would be Licensor's violation of any of the terms or conditions of the Lease, the provisions of which are hereby incorporated by reference. Licensee agrees to comply with the terms and provisions (other than with respect to payment of monies) of the Lease with respect to its use of the Licensed Area and the common areas, including, without limitation, any rules or regulations imposed under the Lease at any time.

The License granted herein is subject and subordinate to all ground and underlying leases affecting the real property of which the Licensed Area forms a part and to all mortgages which may now or hereafter affect such leases or such real property.

(c) **Modification to Lease.** Licensee acknowledges and agrees that Licensor has the right to modify or otherwise amend the Lease without the consent of Licensee. Licensor will provide Licensee with prior notice of, and a copy of, any lease amendment.

5. Alterations; Services; Repairs.

(a) **Alterations.** Licensee may not make any alterations, installations, additions, or improvements in or to the Licensed Area without the prior written consent of Licensor, which consent may be withheld or conditioned in Licensor's reasonable discretion. Any signage to be used by Licensee with respect to the Licensed Area must be pre-approved in writing by Licensor, which approval may be withheld or conditioned in Licensor's discretion, it being understood that, as between Licensor and Licensee, Licensee may affix a non-permanent sign on or near the primary entrance to the Leased Premises, provided that any such signage is in compliance with any applicable requirements of Whitehall, and Licensee is responsible for removal of any such signage at the expiration of this Lease Agreement.

(b) **Services.** Licensor hereby grants to Licensee, subject to the terms and conditions of the Lease, the right to receive all of the services and benefits with respect to the Licensed Area that are to be provided by the landlord under the Lease. Notwithstanding the foregoing, Licensee recognizes that Licensor is not furnishing the services set forth in the Lease and shall not be liable to Licensee for any failure or interruption of services to be provided by the landlord under the Lease. In the event of any default or failure of such performance by the landlord, Licensor will, upon written request of Licensee, make a demand upon the landlord to perform its obligations for the services under the Lease. If Licensor institutes an enforcement action to compel a landlord under the Lease to perform services to the Licensed Area and other portions of the Leased Premises, then the reasonable costs and expenses of such enforcement action shall be equitably apportioned so that, insofar as can be practically determined, each Party shall bear its allocable share of such costs and expenses. Licensee shall be responsible for the cost and expenses of any utility services (including, but not limited, any charges of any maintenance or related contract in respect of any HVAC unit) ("**Utility Expenses**") charged to Licensor in respect of the Licensed Area during the License Period. Licensee shall promptly reimburse Licensor for any Utility Expenses on a monthly basis, in arrears, and no later than five (5) days from receipt of the applicable invoice or other documentation of such charges or expenses from Licensor.

(c) **Repairs.** Licensee shall be responsible for the cost to repair any damage caused by the Licensee to the Licensed Area that the Licensor would otherwise be responsible for under the Lease. The repair obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this License Agreement.

6. Insurance.

(a) **Licensee's Insurance Requirements.** Licensee shall, at its own cost and expense, maintain and keep in force at all times during the License Period: (i) commercial general liability insurance, which shall include coverage against claims for personal injury, death, or property damage occurring on, in or about the Licensed Area with limits of not less than one million Dollars (\$1,000,000) with respect to the Licensed Area, and Licensee's conduct of business therein; Licensor and the landlord under the Lease shall be named as additional insureds; and (ii) employers' liability and workers' compensation insurance to the extent required by the laws of the State of New York. Notwithstanding anything to the contrary set forth in this License Agreement, Licensor and Licensee hereby release one another and their respective partners, officers, employees, and property manager from any and all liability or responsibility to the other or anyone claiming

through or under them by way of subrogation or otherwise for loss or damage covered by said insurance, even if such loss or damage shall have been caused by the fault or negligence of the other Party, or anyone for whom such Party may be responsible.

(b) **Licensor Not Liable.** In no event shall Licensor be liable for any damage to or loss of personal property or equipment sustained by Licensee, whether or not it is insured, except to the extent such loss is caused by the willful misconduct or gross negligence of Licensor, its employees, officers, directors, or agents. Any property of any kind (including Purchased Property) brought on the Leased Premises by Licensee shall be at the sole risk of Licensee and shall be promptly removed at the expiration of this License Agreement pursuant to Section 2(c) of this License Agreement.

7. Default; Limitation of Damages.

(a) **Defaults.** If either Party defaults in the performance of any of its obligations under this License Agreement, and such default continues for more than (30) days after receipt of written notice from the non-defaulting Party, the non-defaulting Party shall have the right to terminate this License Agreement and pursue any other remedies available at law or in equity, except as limited herein.

(b) **Limitation of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

8. Indemnification; Limitation of Liability.

(a) **Indemnification.** Each Party (an "**Indemnifying Party**") shall indemnify, defend and hold harmless the other Party, and its officers, directors, members, partners, employees, agents, affiliates, successors, and permitted assigns (collectively, the "**Indemnified Parties**") against all claims made or judicial or administrative actions filed which allege that any of the Indemnified Parties are liable to the claimant by reason of: (a) any injury to or death of any person, or damage to or loss of property, or any other thing occurring on or about any part of the Building, or in any manner growing out of, resulting from or connected with the use, condition, or occupancy of the Licensed Area if caused by any negligent or wrongful act or omission of the Indemnifying Party or its agents, partners, contractors, employees, permitted assignees, licensees, sublessees, invitees, or any other person or entity for whose conduct the Indemnifying Party is legally responsible; (b) violation by the Indemnifying Party of any contract or agreement (other than the Lease) to which the Indemnifying Party is a party in each case affecting any part of the Licensed Area or the occupancy or use thereof by the Indemnifying Party; and (c) violation of or failure to observe or perform any condition, provision, or agreement of this License Agreement on the Indemnifying Party's part to be observed or performed hereunder. The indemnity obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this License Agreement.

(b) **Limitation of Liability.** Licensor and Licensee agree that none of their respective directors, officers, employees, shareholders, or any of their (or any of those parties') respective agents shall have any personal obligation hereunder, and that Licensor and Licensee shall not seek to assert any claim or enforce any of their rights hereunder against any of such parties.

9. Miscellaneous.

(a) **Notices.** Any notice, demand, request, or other communication under this License Agreement shall be in writing and shall be addressed to the Parties at the addresses set forth below (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 9(a)). Each

Party may amend its address for notices from time to time upon written notice to the other Party in accordance herewith. Communications may be delivered and shall be deemed to have been given by the delivering Party and received by the receiving Party: (i) when delivered by hand; (ii) one-day after deposit with a nationally recognized overnight courier or delivery service if sent priority overnight delivery; (iii) on the date sent by electronic mail (with confirmation of transmission) if sent during normal business hours of the recipient; or (iv) on the third day after the date mailed by certified or registered mail (in each case, return receipt requested and postage pre-paid). The rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the communication sent.

If to Licensor:

MODA OPERANDI, INC.
315 Hudson St., 5th Floor, New York, New York 10013
Telephone:
Attention: Josh Wise
Email: josh.wise@modaoperandi.com, with a copy to legal@modaoperandi.com

If to Licensee:

Glow Interactive, Inc.
333 Hudson St., Suite 302, New York, New York 10013
Telephone:
Attention: Jerry Levin
Email: jlevin@weareglow.com, with a copy to finance@weareglow.com

(b) **Defined Terms.** All capitalized terms used in this License Agreement that are not otherwise defined herein are given the meanings set forth in the Lease.

(c) **No Assignment.** This License Agreement and the rights, duties, obligations, and privileges hereunder may not be assigned by Licensee without the prior written consent of Licensor, which may be withheld in Licensor's sole discretion. Any change in control of Licensee shall constitute an assignment for purposes of this License Agreement.

(d) **Governing Law.** Any controversy or claim arising out of or relating to this License Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator, unless the claim amount exceeds \$1,000,000, in which case the dispute shall be heard by a panel of three arbitrators. The place of arbitration shall be Borough of Manhattan, New York City, New York. The arbitration shall be governed by the laws of the State of New York. Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings. Time is of the essence for any arbitration under this agreement and arbitration hearings shall take place within 90 days of filing and awards rendered within 120 days. Arbitrator(s) shall agree to these limits prior to accepting appointment. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for

the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

(e) **Counterparts.** This License Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. A signed copy of this License Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this License Agreement.

(f) **Section Headings.** The section titles contained herein are for convenience only and do not define, limit, or construe the interpretation of any of the contents of such sections.

(g) **Severability.** If one or more provision in this License Agreement is found to be invalid, illegal, or otherwise unenforceable, all other provisions will remain unaffected and shall be deemed to be in full force and effect.

(h) **Binding Effect.** This License Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, and shall not be modified except by an express written agreement signed by a duly authorized representative of both Parties.

(i) **Force Majeure.** Neither Party shall be responsible for delays in the performance of its obligations caused by events beyond the Party's reasonable control, including, but not limited to, acts of God.

(j) **Attachments and Exhibits.** All attachments and exhibits to this License Agreement are hereby made a part hereof as if fully set out herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have duly executed this License Agreement as of the date first above written.

LICENSOR:

MODA OPERANDI, INC.

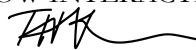
By: _____

Name:

Title:

LICENSEE:

GLOW INTERACTIVE, INC.

By:  _____

Name: **Ted Kacandes**

Title: **Cofounder**

EXHIBIT A

LICENSED AREA

Unit 204 of 333 Hudson Street, New York, New York 10013

SCHEDULE 1
PURCHASED PROPERTY

- Eight (8) push button standing desks
- Two (2) black couches
- One end table
- One (1) or more refrigerators
- One (1) or more gray stools
- Either (8) black desk chairs
- One (1) small wooden desk
- One (1) or more coat racks
- Eight (8) black personal cabinets
- One (1) wooden high top kitchen table
- One (1) white conference room table
- One (1) or more gray fabric chairs