



SERVICE AGREEMENT

The licensee(s) identified on the signature block of this agreement (the "Licensee") and CIC hereby agree to the following (the "Agreement" or "Service Agreement").

Please note that "Client", "you" and "your" refer to the aforementioned Licensee, and "CIC", "we" and "our" refer to the CIC agent identified in the signature block of this Agreement (the "Agent") for the Licensor(s) identified on Exhibit A for the locations that you use.

1. License: On behalf of the Licensor(s) identified in Exhibit A, CIC hereby grants you, and you hereby accept from CIC, a license and privilege to operate a workspace and use the facilities designated by CIC (and as set forth in our monthly invoice to you) at one or more of the premises indicated in Exhibit A (individually and collectively the "Premises" or "CIC Premises"). This license does not convey title to any land or buildings and does not create a possessory interest or tenancy of any kind.

Either party may terminate this Agreement and license for any reason or no reason with 30 days' written notice (the Termination Notice as defined below).

2. Space and Services: We will provide you with one or more workspaces, use of a variety of common facilities, and a range of related workspace services, detailed by location in Exhibit A. Prior to commencing use of a CIC workspace, it is your responsibility to ensure that you have obtained and reviewed an acceptable quote and you acknowledge the listed workspaces and services have been requested and agreed to.

With our consent, you may add additional workspaces and services under this Agreement at any time, in any CIC Premises. With respect to each CIC Premises in which you operate or use facilities, you agree that the applicable location-specific provisions for those CIC Premises listed in Exhibit A are hereby incorporated into this Agreement. If CIC adds a new location after this Agreement is executed, and you elect to operate in such new location, the provisions for that location in the latest online Exhibit A at www.cic.us/ExhibitA shall apply. These provisions are individually and collectively referred to herein as "Exhibit A". In the event of any conflict between a provision of any part of the Agreement and a provision in Exhibit A, the provision in Exhibit A shall prevail.

CIC's facilities are open to you 24x7. The building provides HVAC services during normal business hours. Use of the Premises for large, private events is possible by prior arrangement.

You agree that the services or actions that may be performed by CIC under this Agreement may also be performed by affiliates of CIC.

3. Moving Out: One of the benefits of our offering is to give you the flexibility to be able to move elsewhere on short

notice if your needs change. CIC requests that you provide as much informal notice as possible of any planned decrease in your use of our services. Giving us an idea of your future plans will not prejudice your access to current services, and may allow us to introduce you to alternative options.

Over and above any informal conversations you may have with us, you agree to provide CIC at least 30 days' advance formal definitive written notice of termination of this Agreement (the "Termination Notice") as well as of any material reduction of your use of space or services under this agreement. This means 30 days' Termination Notice is required if you plan to leave, but also if you plan to drop a part of your space at any of CIC's facilities. Please keep in mind that once you give us formal Termination Notice, CIC will release that space for reservation by others following the date you told us you will no longer require it, and it may not be possible for you to later reverse your decision.

If you choose to vacate your space in fewer than 30 days from the time you provide us with Termination Notice, you will still be responsible for full payment of your fees through the date that is 30 days after Termination Notice is given, regardless of whether we reuse your space for others after you vacate.

If at any time we reasonably believe you have vacated, abandoned a particular space, have left it and do not plan to return to work there, and/or do not plan to continue to pay your fees, we may deem your space to be vacant, we may pack up and remove any property you have left behind, and we may redeploy the space to others' use. If you had not given formal Termination Notice, we will deem that your Termination Notice was given on the date that we make the above determination. We will do our best to inform you of this action.

4. Use of Workspace: You may use your workspace for general office purposes and for any other purposes set forth by location in Exhibit A and for no other purpose without prior written permission from CIC. You may install typical workspace equipment of the type and quantity typically in use in modern workspaces. You shall not install other equipment without the written consent of CIC.

Most services provided by CIC are provided on an 'unmetered' basis. This 'unmetered' basis is premised on a good-faith understanding between CIC and Client that this privilege will not be abused. Employing CIC's services well beyond normal use, defined as the norm amongst other clients, without prior discussion, after having received Notice (as defined below) that CIC is concerned about this level of use, and having been given a reasonable opportunity to cure it, may be considered a breach of this Agreement. We find such over-use at CIC's facilities is rare. An example would be printing high volumes of material on the color printer. We would say this is a job for a printing company. Most special needs can be accommodated by prior arrangement.

CIC is particularly sensitive to conference room use in this regard. We define “normal use” as frequent short meetings throughout the day, long meetings occasionally, and multi-day long meetings very occasionally. All-day meetings should be no more frequent than once per quarter, on average. You may not use the conference rooms for private phone calls during business hours (9am – 5pm). More liberal usage during off-hours and weekends is fine. Some larger workspaces have dedicated conference spaces, to which these guidelines do not apply. If you expect to need to go beyond these guidelines, please discuss with us prior to your anticipated start date.

5. Mail Service: If mail or packages arrive for you at CIC’s Premises, you give CIC permission to receive, sign for, and sort your mail and packages on your behalf. We perform this work during regular business hours in shared mail and package retrieval areas. All clients of CIC have access to these areas. In certain circumstances we may choose to deliver items to your work area, but this is not a regular service. We always endeavor to take care when handling your items, however, Client will not hold CIC and its affiliates liable for any damages.

If you receive mail at the Premises and later leave, CIC will not itself manually forward mail to your new address unless you make special arrangements for us to do this. We will continue to accept and hold your mail and packages for a one-month grace period after your official move-out date.

6. Fees and Payment: Client will timely pay all fees invoiced to it or otherwise due, including all applicable taxes. All fees payable under this Agreement shall be due and payable in advance to the entity designated on each invoice in the specified currency, on the first day of each month that this Agreement is in effect. If you have CIC workspaces in multiple countries, the charges associated with each workspace may be invoiced and payable separately. Your invoice for each calendar month will be sent to you prior to the first of that month in order to give you time to review it. It will include charges for that month, as well as any charges from previous months that have not yet been invoiced. All charges appearing on the monthly invoice shall be considered final and agreed to if not questioned in writing to CIC within 90 days of the invoice date.

The standard method of payment that CIC accepts is automatic bank debit. For any client for which automatic bank debit is impractical, alternate acceptable payment methods are specified by location in Exhibit A. If you elect an alternate payment method, you agree to increase your deposit on hand with CIC by one month beyond that required in Section 8 below. If your alternate payment method imposes processing fees on CIC, you agree that these will be passed on to you.

Prices may be adjusted over time by Notice to Client. CIC uses its best efforts to provide communication about anticipated price changes well in advance (generally six to twelve (6-12) months but in no event less than three (3) months) to enable our clients to budget accordingly.

7. Access to Client Workspaces: You acknowledge that CIC’s active management of the Premises and CIC’s provision of a variety of workplace services including, where applicable, phones, internet connections, cleaning, removal of common waste, environmental health and safety services, maintenance,

compliance with regulations, and so forth necessitates that CIC be able to access your workspaces in the same manner that your own internal office managers and technology support staff would, without advance Notice, in order to provide said services, view the condition of the workspace, make alterations and repairs and so forth. We will make reasonable efforts to ensure that such visits do not disrupt your operations.

8. Deposit: Upon execution of this Agreement, Client shall pay a deposit equal to one month’s ongoing monthly fees, including all applicable taxes, for the performance of all the provisions of this Agreement (the “Deposit”). In the event that the amount of your ongoing monthly fees has increased or decreased, the amount of the required Deposit will adjust on your next invoice to reflect the new ongoing monthly fees (for example: if you double the amount of space you have and thus your monthly fees double, the amount of your required deposit will double as well, to keep in step with your fees).

CIC may apply your Deposit to any charges or other payments due from you or to any other amount CIC may be required to expend on your behalf. If the Deposit that CIC has on hand from you falls below the required level for any reason, upon being given Notice of this situation, you shall pay to CIC any amount required such that the Deposit on hand will not be less than the full required amount under this Agreement.

The required Deposit amount shall be increased by an additional one (1) month’s fees if you are late in payment on two (2) separate occasions, where Notice of your lateness is provided after the first occasion.

If you are not in default or breach of this Agreement, the unapplied balance of the Deposit shall be returned to you without interest within 30 days’ after your departure.

9. Liability for Damages: Client acknowledges liability for any damage to equipment, furnishings, and any other property of CIC, its affiliates, their Landlords (as defined by location in Exhibit A), or their other clients or tenants caused by Client, its employees, guests, or affiliated parties, excluding damage due to normal wear and tear. Client agrees to pay the cost to repair or replace (at full replacement cost) the damaged property, at the discretion of CIC.

10. Acceptable Use Rules and Regulations: Client acknowledges that no trade or occupation shall be conducted in the workspace or use made thereof which will be unlawful, improper or offensive, or contrary to any law or any municipal by-law or ordinance in force in the location where the Premises are located. CIC explicitly prohibits the conduct of business directly related to pornography or gambling.

You agree that you will not cause or permit to be caused disturbances, create odors or situations any of which may be offensive to other clients or that would interfere with the normal operations of CIC and its other clients. You also agree with CIC that you will not use tobacco products, including electronic cigarettes or smoking devices, while in CIC’s buildings. While at CIC’s facility, you agree not to intentionally display or print pornography, or to permit the same. You agree not to send unsolicited commercial email (spam) using CIC’s network, and to cooperate fully when

requested by CIC to remove viruses, worms, Trojans, bots and other malware from its computer systems.

To minimize interference with the common wireless data and voice network(s) CIC provides for the use of all clients, you agree that you will not set up an independent wireless network at CIC's facility without prior consultation and written approval from CIC's technology staff.

You may not offer workplace-related services that compete with those offered by CIC.

CIC does not permit its facilities to be used as a substitute for sleeping accommodations. Actively choosing to sleep at CIC's facility for the night is not consistent with the function of our facility, and we are not equipped to support it.

Clients are welcome to state that they are located at CIC's facility and are a client of CIC. Client agrees not to describe CIC as a business partner (or similar) without prior written permission from CIC.

It is understood and agreed that you shall comply with any rules and regulations issued by CIC, Licensor, or their Landlords from time to time from and after the date on which you are made aware of such rules and regulations.

11. Non-Discrimination: CIC does not discriminate on the basis of race, gender, religion, age, ethnic or national origin, disability, sexual orientation or sexual identity.

12. Acceptable Ethics, Integrity and Conduct: CIC reserves the right to make determinations in its sole discretion regarding acceptable standards of ethics, integrity and conduct of those who wish to enter CIC's Premises. Client and their invitees are expected to maintain and promote a respectful workplace environment. Specifically, CIC does not permit aggressive behavior, including threats of violence be they veiled, conditional, or direct. Based on information it has, CIC may place an immediate access restriction on particular individuals, which could include Client employees, potential recruits, invitees, or other Client parties. If this happens, these individuals will not be permitted to come onto the premises of CIC or its affiliates, including for example Venture Café managed locations. Application may be made to CIC for special arrangements for access where there is a compelling reason. Client acknowledges and agrees that except as required by law, CIC may determine in its sole discretion what, if any, information it will share about the reason for such restrictions, and that generally it will not communicate such reasons.

13. Addressing Conflict and Inappropriate Behavior: Client understands that from time to time conflicts can occur between individuals in any shared environment such as CIC's, and that employees and other invitees of clients can be accused of inappropriate behavior in ways that require a response from CIC management in order for CIC to ensure a safe and supportive working environment for all. Such situations may or may not be contrary to law, and they may or may not be readily provable. If such a situation occurs, Client agrees that CIC may use its best judgment with regard to how to resolve or eliminate the issue, with the goal of rapidly and cost-effectively ensuring an outcome that is acceptable to CIC and the community at large. Depending on the nature and severity of the allegation CIC receives, the information CIC has, the extent of readily available proof of such information

or allegations, and how likely CIC believes the situation is to reoccur, CIC may elect to privately and confidentially seek to resolve the issue directly with Client's employee or invitee (without notifying Client's management) or may elect to directly involve Client's management. In the event that Client's management is not notified, the intent is generally to protect the privacy of the accused individual where CIC believes the situation calls for this, in CIC's judgment, and can be resolved amicably and permanently. In many cases it is possible to achieve resolutions without requiring an investigation. Such resolutions can include the accused party simply acknowledging that they have "heard" the concern, and agreeing to take care in the future that such concerns do not arise again. If circumstances make an extensive investigation unavoidable, or such is required by a court or law enforcement, Client will be responsible for the cost of investigation of matters relating to its employees or invitees' alleged inappropriate behavior. If in CIC's judgment the presence of an individual would represent an ongoing hindrance to CIC's ability to ensure a safe and supportive environment, CIC will let the Client know that Client can no longer grant access to CIC premises for that individual. Client has a duty to CIC and the community at large to take care in the selection of its employees and choice of its invitees and to notify CIC of any situations or circumstances that it considers dangerous or which it believes could pose a threat to the safety or security of CIC or individuals at CIC. Client acknowledges that it is responsible for the actions of individuals it permits to enter the Premises. Client agrees that CIC is not responsible for the economic consequences to Client or the accused individual as a result of actions taken by CIC in good faith to protect the community and that any losses related to Client parties are the Client's responsibility under the indemnification section of this Agreement (Section 16).

14. Insurance: With respect to the spaces it makes use of from time to time within the Premises, Client agrees to maintain at its own cost during the term hereof insurance coverage that fully adheres to the insurance requirements outlined in Exhibit A for each location that Client uses or operates in, and to provide evidence of such coverage to CIC in the required format. In order to have active access cards to your space, you must be in compliance with all insurance requirements as outlined herein and in Exhibit A. Exhibit A lists the entities, such as Landlords, building property managers, and CIC affiliates that play a role supporting you in each of the locations where you have workspaces with CIC. You agree directly and on behalf of your insurer that where applicable each of those entities listed in Exhibit A associated with the locations that you use or operate a workspace in shall be additional insureds on a primary and non-contributory basis under your general liability insurance ("Additional Insureds").

All insurance herein required shall be deemed an obligation of Client, not a discharge or limitation of Client's obligation to indemnify CIC or the Licensors. If CIC provides the name of a particular broker or insurer to the Client, Client agrees that Client is itself nevertheless the sole party responsible for ensuring that such coverage meets these requirements. For purposes of insurance, the insurer may wish to review Exhibit A for more building specific information.

15. Fire and Fire Insurance: The Client shall not permit any use of fire in its workspaces (candles, matches, etc.) for any reason. It will further not permit any use of the workspace which will make voidable any insurance on the property of which the workspace is a part, or on the contents of said property or which shall be contrary to any applicable law or regulation as such may be imposed over time.

16. Indemnification and Liability: You acknowledge that even in the best-managed workplace environments, systems, services, and security failures will occur. We will make our best efforts to provide quality services and otherwise maintain a quality environment, but you acknowledge that we are not responsible for financial or other losses as a consequence of the receipt of services from us, or lack or insufficiency thereof, regardless of the cause. In particular, while CIC uses its best reasonable efforts to protect data while it traverses CIC's network infrastructure, Clients desiring additional protection are advised to use end-to-end encryption for sensitive data.

To the greatest extent permitted by law, except for harm caused by gross negligence or willful misconduct of CIC or the Licensors, Client hereby indemnifies and holds harmless CIC, the Licensors, affiliates of CIC or Licensors, and their respective officers, employees, agents, contractors, Landlords, Related Parties (as defined below), other clients and property managers from any claims, liabilities, losses or damages incurred by Client or such persons and entities (including all attorneys' fees, costs and expenses of defense of any action or proceeding) arising out of, directly or indirectly, any claim against, incident to or any injury to or death of the Client, its employees, its assigns, its agents or invitees of any of them or any damage to or loss of property of such persons or entities.

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 Client, employees, guests and affiliated parties, Client agrees that, to the greatest extent permitted by law, the limit of such person's or entity's liability shall be the amount that Client has paid CIC under this Agreement.

17. Waiver of Subrogation: Client hereby (i) waives on behalf of itself and its insurer(s) (none of which shall ever be assigned any such claim or be entitled thereto due to subrogation or otherwise) any and all rights of recovery, claim, action, or cause of action against Landlord, Sublandlord(s), CIC, the Licensors, any Additional Insureds as defined on Exhibit A, any affiliates of any of the foregoing, and their respective agents, contractors, officers, servants, partners, shareholders, employees, successors and assigns (collectively, the "Related Parties") for any loss or damage that may occur to or within any CIC premises or buildings or any improvements thereto, or any personal property of such Client therein which is insured against under any insurance policy actually being maintained by such Client from time to time, even if not required, or which would be insured against under the terms of any insurance policy required to be carried or maintained by such Client, whether or not such insurance coverage is actually being maintained, including, in every instance, such loss or damage that may be caused by the negligence of Landlord and/or the Related Parties; and (ii) agrees to cause appropriate clauses to be included in all of its insurance policies as necessary.

18. Insurance Requirements Waiver: Clients of certain services from CIC may be able to waive the insurance requirements detailed in this Agreement and Exhibit A. In order to waive the insurance requirements, CIC must give prior written consent to the Client by both parties fully executing CIC's Client Insurance Requirements Waiver Amendment.

19. Maintenance: Client agrees to maintain its workspaces in good condition, damage by normal wear and tear, fire and other casualty only excepted, and acknowledges that the workspaces are now in good order. Client shall not permit the workspaces to be overloaded, damaged, stripped or defaced.

20. Emergency Procedures: Client management should inform all their employees of the life safety policies and emergency procedures of the buildings it uses, and conduct periodic training regarding the same. While CIC's employees and employees of CIC's other clients may be available to offer assistance in the event of an emergency, Client's management should be aware that these individuals are not trained safety professionals, and cannot be relied upon to provide error-free assistance.

21. Blocking or Obscuring Interior Views, and Other Alterations: CIC's architectural design incorporates specific look and feel features intended to promote a sense of energy, openness and connection within CIC's spaces. For this reason, clients may not obstruct glass openings/views into and out of workspaces, except as approved in writing by CIC. Fully blocking views into a space is possible when unavoidable, but there is a non-trivial fee associated with doing so.

Client shall not make any alterations or additions to the workspace, without the prior written consent of CIC and shall never make structural alterations or additions. All allowed alterations shall be at Client's expense and shall be in quality at least equal to the present construction. Client shall not permit any mechanics' liens, or similar liens, to remain upon the workspace or Premises for labor and material furnished to Client or claimed to have been furnished to Client in connection with work of any character performed or claimed to have been performed at the direction of Client and shall cause any such lien to be released of record forthwith without cost to CIC, the Licensors, or Landlords. Any alterations or improvements made by the Client shall become the property of CIC and the Licensors upon termination of this Agreement.

22. Assignment and Rights and Notifications Concerning Invitees: Client shall not assign this Agreement without CIC's prior written consent, which may be granted or withheld in CIC's sole discretion. Notwithstanding such consent, Client shall remain liable to CIC and the Licensors for the payment of all charges and for the full performance of the covenants and conditions of this Agreement. Also notwithstanding such consent, to the extent that a court order, secured credit contract, sale, invitation by the Client for other parties to use CIC's facilities as their workspaces with or without informing CIC, or other process, introduces new parties which become owners or responsible parties for Client and/or property stored at the CIC's Premises, Client agrees that such parties are bound to this Agreement, will take such steps as necessary to perfect this, and will notify CIC of the names and contact

information for the same parties. These parties shall in all cases be deemed to be signatories to this Agreement by virtue of having taken an interest in property located in the Premises or by virtue of having commenced to use CIC's services in their own right.

CIC may assign this Agreement to a successor in its discretion.

Client shall not cause or permit any other persons or entities present at CIC's Premises by the Client's invitation or consent, whether affiliated with the Client or otherwise, to operate a workspace or conduct a separate business out of CIC's Premises unless the invitees have entered into an agreement with CIC to do so. CIC shall have sole discretion as to whether others may be added as additional parties to this Agreement. In the event the Client allows any invitee to operate a workspace or conduct a business out of CIC's Premises without CIC's permission or modification of this Agreement, the Client hereby agrees on behalf of itself and its insurers that it will defend and indemnify CIC and the Licensors with respect to the invitee to the same extent required under this Agreement with respect to the Client. To avoid any potential confusion concerning whether certain entities are invitees, the Client shall provide CIC with documentation concerning any of its corporate name changes. If Client wishes to do business at CIC's facility under a name other than its legal name (e.g. by accepting mail under that other name or by using that other name on the sign on its workspace entry, etc.), Client agrees to register such name with the proper local governing authority.

23. Subordination: This Agreement shall be subject and subordinate to any and all leases, mortgages, deeds, management agreements and other instruments in the nature of a lease, mortgage, deed or management agreement, existing now or at any time hereafter, a copy of such shall be furnished to Client at Client's request, a lien or liens on the property of which the workspace is a part and the Client shall, as requested by CIC, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Agreement to said lease, mortgage, deed, management agreement or other such instruments in the nature of a lease, mortgage, deed, or management agreement. Termination of the Licensors' lease or management agreement with the owner of the Premises will terminate this Agreement and all of CIC's and Licensors' obligations to the Client.

If the building in which your workspace is located or the Premises leased to the Licensors are destroyed by fire or other cause such that the owner of the building determines not to rebuild the same or exercises any right it may have to terminate Licensor's lease, this Agreement shall expire at such time as the Licensors' interest in the building is terminated and Client thereupon shall surrender its workspace to CIC and shall pay all charges through the time of such termination. In the event that such owner shall decide to restore or rebuild the building, and the Licensors' interest in the building under their lease is not terminated, this Agreement shall remain in full force and effect; however, the charges payable hereunder shall be abated in proportion to the time in which Client has been deprived use of its workspace. In no event shall CIC or the Licensors be liable to Client for any loss or damage occasioned by such fire or other cause.

If the whole or substantially the whole of a building in which your workspace is located is condemned or taken in any manner for any public or quasi-public use or purpose, this Agreement shall cease and terminate as of the date of the taking of possession for such use or purpose. If less than the whole or substantially the whole of such building shall be so condemned or taken, whether or not Client's workspace is affected, then CIC may, at its option, terminate this Agreement as of the date of the taking of possession of such use or purpose by Notice to Client. Upon any such taking or condemnation and this Agreement continuing in force, the fees payable by the Client hereunder shall be abated in proportion to the time in which Client has been deprived use of its workspace. Client shall have no claim arising from any such taking and, without limitation, no claim against any proceeds paid on account of such taking.

24. Termination: In addition to the termination provisions contained in Sections 1 and 3, CIC may also terminate this Agreement, including but not limited to the Client's access to the Premises, immediately at any time after the following:

- (a) Upon ten (10) calendar days following Notice of delinquency the Client shall fail to pay any charge or other sum due under this Agreement; or
- (b) Client shall default in the observance or performance of any other of the Client's covenants, agreements, or obligations hereunder and such default shall remain uncured after ten (10) calendar days following Notice of the same; or
- (c) Client shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Client's property for the benefit of creditors; or
- (d) Client makes a material mis-representation to CIC.

25. Holdover: Should Client fail to remove its effects and vacate CIC's Premises following the termination of this Agreement, Client will be obligated to pay CIC 200% of its regular rates, pro-rated by days, until the date Client vacates CIC's Premises.

26. Notice: Notice ("Notice") shall be defined as any notice that is delivered in writing, either by hand, by e-mail, or by physical mail to one or more responsible parties at the Client, provided that there is a reasonable record kept thereof as relating to both the date of the communication and as to the content thereof. Such a reasonable record can include printed or electronic copies of said communications. Any Notice under this Agreement that is sent by mail shall be deemed received, if properly addressed, three (3) business days after any such Notice is sent by certified or registered mail. If the Client's address as set forth in Exhibit C is given as blank or as being within the Premises, then Notice by physical mail shall be deemed received if delivered by hand to Client's CIC mailbox within the Premises. Any Notice under this Agreement that is sent by e-mail shall be deemed received, if delivered to the address set forth in Exhibit C or another address reasonably believed by CIC as being that of a responsible party at the Client, three (3) business days after

any such Notice is sent, provided that no automatic response has been received from the recipient's e-mail system indicating non-receipt of the email message or unavailability of the recipient. No oral communication shall be deemed a Notice under this Agreement.

27. Surrender: Client shall, prior to the expiration or other termination of this Agreement, remove all of their property, goods, and effects from CIC's Premises. Client shall deliver to CIC all keys and access cards thereto. Improvements and fixtures permanently affixed to the CIC's Premises shall become property of CIC and may not be removed upon departure without express permission from CIC. In the event that any property remains in the Premises after termination for any reason, it shall be deemed that it was Client's intent that it becomes the property of CIC, to use, sell or dispose of as it sees fit.

28. Non-Solicitation of Employees of CIC: Client hereby acknowledges that employees of CIC and its affiliates have been carefully selected and/or received training from CIC and agrees not to employ or solicit for employment any employee of CIC or its affiliates for a period of twelve (12) months following termination of this Agreement and further agrees that in any case if such employee is hired, Client shall pay CIC the sum equal to the employee's annual salary previously paid to employee by CIC as liquidated damages.

29. Choice of Law: For clients who operate in any USA-based CIC location, the parties agree that the interpretation, instruction and enforcement of this contract shall be governed by the laws of the Commonwealth of Massachusetts. The parties have selected Massachusetts law for reasons including (i) CIC's having its headquarters and place of organization in Massachusetts, and (ii) ensuring predictability and uniformity in interpretation, instruction and enforcement of this contract where licenses and privileges granted hereunder may involve Premises in more than one state. For all other clients, the parties agree that the interpretation, instruction and enforcement of this contract shall be governed by the laws of the country and prevailing local municipality where the first CIC Premises Client makes use of hereunder is located.

30. Covered Disputes: CIC and Client mutually agree that any controversy or claim arising out of or relating to any aspect of the Client's relationship with CIC, the Licensors, or their respective officers, employees, agents, Landlords, other clients or property manager, whether directly related to this Agreement or not, and whether arising before or after the date of this Agreement, which could have been brought in a court of law, shall be deemed "Covered Disputes". For clients who operate in any USA-based CIC location, the parties agree that Covered Disputes shall be settled according to the Covered Disputes provisions outlined in Exhibit A pertaining to the first USA-based CIC Premises you make use of hereunder. For all other clients, the parties agree that Covered Disputes shall be settled according to the Covered Disputes provisions outlined in Exhibit A pertaining to the first CIC Premises you make use of hereunder.

31. Use of CIC-Collected Data: Our community is unique and its dynamics have garnered interest for the purpose of

studying the nature of work, economic development, business formation and growth, etc. Client hereby grants CIC the right to employ such data as we may collect about Client for these purposes, provided that no personally identifiable data relating to the Client or its parties shall be published without Client's prior written consent.

32. Image Capture: CIC policy prohibits anyone from capturing images showing people or client property within private, lockable work areas without advance permission. CIC policy also requires anyone capturing images in common areas (including common work areas such as coworking and dedicated space in open areas) that include close-up images of individuals or their property to obtain advance permission. Client accepts that images of Client related parties or signage may appear incidentally in general, background, pan, and other non-close-up images captured within common and shared areas. Continuous or automatic image-capture devices (e.g. Google Glass and similar devices) must be set to not-capturing mode while within CIC Premises given that close-up shots of individuals cannot be avoided.

33. Representations: Client represents that it is not presently in default of an obligation to a third party lessor or licensor, nor would it be as a consequence of signing this Agreement.

34. Notice of Modifications to this Agreement: Maintaining a safe, productive and innovative CIC will require adjustments to the terms of this Agreement from time to time. In the event that CIC needs to make changes to this Agreement, CIC will provide written Notice of such changes. You have 30 days to review such changes. If you have informed CIC in writing during that period that they are not acceptable, CIC will not apply these modifications to your Agreement. Otherwise, you and we agree to deem that you have found them acceptable, and they will henceforth automatically be incorporated into, and form part of, this Agreement.

35. Nature of Agreements: CIC and Client agree that any oral discussion regarding modifying this Agreement shall be deemed by both parties to be exploratory in nature, and shall be binding on the parties only when reduced to writing and acknowledged in writing by both parties as agreed. This shall be the case even if one or both parties begin to operate on the basis of an oral discussion as though such discussion represented a definitive agreement. "In writing" shall include agreements reached and acknowledged by email, wherein stored electronic copies of emails shall be considered adequate evidence of said agreement. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that term of the Agreement, and such provision may be enforced later, at any time, without prejudice. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Client and CIC acknowledge and agree for the benefit of the Licensors identified on Exhibit A (i) that Agent is acting hereunder as duly authorized agent for the Licensors of the relevant Premises identified on Exhibit A, with the power to enter into and enforce this Agreement on behalf of such Licensors, (ii) that Client is bound to CIC and

such Licensors under this Agreement, and (iii) that all fees and other amounts paid by Client hereunder for use of space or services at a particular Premises are the property of the Licensor of such Premises identified on Exhibit A.

SIGNATURE BLOCK

SIGNED AND AGREED,

Name of Licensee's legal entity: I-195 Redevelopment District

Licensee's federal tax ID#: 45-3756006

(if left blank Agreement becomes a personal obligation of signer)

Signature: *I-195 Redevelopment District*

F65E2E76F078498...

Name of Authorized Signer: Caroline Skunik

Title: Executive Director

Date: 6/4/2022

CIC Innovation Opportunities, LLC ("CIC"), as agent

Signature: *Timothy Rowe*

F4A5C14DC8AA41D...

Name of Authorized Signer: Timothy Rowe

Title: CEO

Date: 6/6/2022



SERVICE AGREEMENT

EXHIBIT A

This Exhibit A lists the individual services, conditions, Licensors, Landlords, insurance requirements including required Additional Insureds, and other details for each CIC location, and is incorporated into your Service Agreement by reference. The only sections that apply to you are those that pertain to the specific location(s) in which you operate.

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CIC Rotterdam

Address: Groot Handelsgebouw, Stationsplein 45, Unit A4.004, 3013 AK Rotterdam, The Netherlands

Licensor: CIC NL Operations B.V.

Landlord: Groothandelsgebouwen N.V.

Insurance Requirements: Client agrees to maintain adequate liability insurance (*aansprakelijkheidsverzekering*). Client shall provide a copy of the policy to CIC at its request.

Building Details:

The building is accessible 24/7 and HVAC is available 24/7.

For purposes of insurance, the insurer may wish to have the following information:

- The building was built in 1952.
- The building is 8 floors.
- Construction type is cast-in-place concrete frame with glass.
- Hardwired smoke detectors throughout the building.
- Firehoses and extinguishers throughout the building.
- Security desk in the lobby is the central station for all alarms and staffed 24/7.

-Emergency Procedures:

A copy of the building's emergency procedures is available at cic.com/emergency and forms an integral part of this service agreement. By signing this service agreement, Client declares that Client has taken note of all the emergency procedures, that Client will act in accordance with the emergency procedures and that Client is responsible for compliance with the emergency procedures.

Accepted Payment Methods: Automatic bank debit, wire transfer, and electronic bank transfer.

Additional Agreement Provisions:

The following language is included in any Agreement with respect to this location:

1. Covered Disputes: Covered Disputes shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (Nederlands Arbitrage Instituut). The arbitral tribunal shall be composed of one arbitrator and shall make its decision in accordance with the rules of law (*regelen des rechts*). The place of arbitration shall be Rotterdam, The Netherlands. The arbitral proceeding shall be conducted in the English language.

Overview of Offerings – CIC Rotterdam

Office Workspace	CIC's offering includes flexible, expandable office space configured for use by companies of all shapes and sizes. We provide access control using electronic keys and recorded video. All normal office utilities and services, such as electricity, office-hours HVAC, trash pickup, etc. are included. Access is available on a 24 x 7 x 365 basis.
Office Furniture	Each individual with dedicated space is provided with a complete workstation, including a desk and adjustable office chair. Additional furniture such as locking file storage pedestals, whiteboards, or shelving is available in most instances at no extra charge. Clients without dedicated space will have access to shared work areas.
Guest Reception	All dedicated space offerings as well as coworking include guest reception services to greet guests for clients.
Internet	Each individual is provided with a high-speed internet connection for office use. CIC holds its own KPN-assigned IP address block. Other internet services (e.g. un-firewalled IPs) are subject to availability and may incur additional charges.
Phone Services	Each individual with dedicated space can request a high-end digital business telephone and a direct-dial dedicated phone number. Normal local and international phone usage is included on an unmetered basis (you will not be billed for your domestic calls). Our phone system provides computerized voice-mail with local and remote access. International calls carry a separate charge. This service is not provided for coworking clients. All clients are welcome to use free VOIP services such as Skype.
Mail Services	All dedicated space and coworking offerings include a mail folder and mail services.
Copier, Printer & Fax	Service includes unmetered use of black and white and color commercial-grade printers/copiers for typical office use. Questions about printing multiple copies of brochures or extensive print jobs

	should be directed to a CIC staff member as these types of jobs may be requested to be taken to offsite printing service providers.
Conference Rooms & Phone Booths	Service includes unmetered use of well-appointed conference rooms with TV screens as well as unmetered use of digital Polycom audio and video conferencing equipment. Conference rooms and phone booths are booked via a web-based booking tool. Questions regarding frequent all-day meetings or intensive use for training or other purposes can be directed to a CIC staff member for details.
Kitchen Services	CIC has fully stocked kitchens, which often include fruits, soft drinks, and other snacks and cold beverages. CIC also stocks a full selection of teas and a high-end by-the-cup coffee brewing system. This service is included in your service fee and fair consumption is on the honor system. CIC has relationships with independent professional caterers who come in on a regular basis. CIC provides the use of our kitchens without charge. All fees for food provided by these caterers go solely to the caterer and are not billed through CIC. Use of this service is at client discretion, and CIC is not liable.
Massage Therapy	CIC maintains a massage therapy room and has a relationship with independent professional massage therapists who come in on a regular basis. CIC provides use of the massage room without charge. All fees for massage go solely to the therapist, and are not billed through CIC. Use of this service is at client discretion, and CIC is not liable.
Shower Rooms	CIC has two shower rooms available to clients on a first come first served basis. The shower rooms are stocked with toiletries.
Nursing Room	The nursing room offers a small fridge, sink, comfortable seating, soft light, and a lockable door. It can be booked via a web-based booking tool.
Game Room	CIC offers a game room for everyone's leisure time. The room includes soft seating, a ping-pong table, Xbox or Playstation setup, and foosball.
Venture Café	The Venture Café is a community networking event hosted by CIC Venture Café Global Institute, Inc., most Thursdays from 5:00pm-8:00pm. With its "pay it forward" Contributor Model, CIC Venture Café Global Institute, Inc. was established to bring together members of the local entrepreneurial and innovation community. CIC clients receive direct access to this weekly event. Along with hosted beer and wine, weekly Venture Cafés often include speakers, workshops, etc. Please note: it is a privilege and not a right to attend these gatherings, and CIC Venture Cafe Global Institute, Inc. reserves both the right to refuse service and to determine, at its sole discretion, who to invite according to its mission and policies.
Other Benefits & Discounts	All CIC clients are eligible for unique discounts on a variety of benefits such as wellness programs, transportation programs such as bike and car sharing, and business services including notary publics. Benefits are added regularly, and can be viewed online on the CIC Portal.
CIC Passport	All CIC clients may use common areas, including conference rooms, phone booths, kitchens, and coworking areas, in any CIC location worldwide. Please note: since the real estate prices at our different locations vary, if you begin to consistently use a more expensive location more than 20% of the time, you may be asked to switch your primary reservation to that location for billing purposes.

CIC Miami

Address: 1951 NW 7th Avenue #300 & #600, Miami, FL 33136

Licensors: CIC Miami, LLC

Landlord: Wexford Miami, LLC

Insurance Requirements:

Coverages & Limits: With respect to the spaces it makes use of from time to time within the Premises, Client agrees to maintain at its own cost during the term hereof insurance coverage for Comprehensive General Liability Insurance ("CGL") in an amount not less than \$1,000,000 for general property damage and personal injury (including, without limitation, bodily injury, sickness, disease, and death) and \$2,000,000 in aggregate liability coverage, as well as a policy of fire, vandalism, malicious mischief, extended coverage and so-called "all risk" coverage insurance in an amount equal to one hundred percent (100%) of the replacement cost insuring all of Client's furniture, equipment, fixtures and property of every kind, nature and description which may be in or upon the Premises. The insurance required herein must be placed with insurers authorized to do business where the Premises are located, with a rating of not less than "A-VIII" in the current Best's Insurance Reports. To the extent required by law, Client also shall carry Worker's Compensation Insurance. All insurance policies required hereunder shall be written as primary policies and not contributing to or in excess of any coverage CIC or the Licensors may otherwise maintain.

Additionally, any Client that stores, handles, transports, generates, or treats hazardous materials on site, or uses or occupies any workspace deemed to be a laboratory by CIC, must have the following coverages and limits:

- (a) Pollution and environmental liability insurance covering the environmental risks of Client's business with limits of not less than One Million Dollars (\$1,000,000) per incident and not less than Two Million Dollars (\$2,000,000) in the aggregate, with respect to environmental contamination and pollution of the Premises caused by Client or its employees, contractors, invitees, or guests. Such environmental coverage shall include bodily injury, sickness, disease, death or mental anguish or shock sustained by any person; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; and defense costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages. Coverage shall apply to both sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

Additional Insureds: Client agrees directly and on behalf of their insurer that the following entities shall be considered additional insureds ("Additional Insureds") on a primary and non-contributory basis under their general liability insurance and the required Omnibus Endorsement outlined below:

CIC Innovation Communities, LLC d/b/a CIC; CIC Innovation Services, LLC; CIC Miami, LLC; CIC University Projects, LLC; CIC USA Holdings, LLC; CIC Health, LLC; CIC Health Testing Services, LLC; The Cambridge Incubator, LLC.; CIC Founder Holdco Inc.; Ventas Life Sciences, LLC; Ventas LS TRS, LLC; Wexford Miami, LLC; University of Miami; 7th Avenue Market, LLC; Wexford; Wexford Development, LLC; Wexford Science & Technology, LLC; Wexford Equities, LLC; Wexford Asset Management, LLC; BioMed Realty, L.P.; BioMed Realty Trust, Inc.; Cushman & Wakefield U.S., Inc.; Taylor and Mathis of Florida, LLC; Innovation Studio, Inc.; Venture Cafe Miami, Inc.; Aire Ventures, Inc.; CIC Venture Cafe Global Institute, Inc.; and any other entity that CIC may require to be added to this Exhibit A over time.

Omnibus Endorsement (to appear on COI): To demonstrate the above, such CGL and the certificate of insurance must include precisely the following endorsement (the "Omnibus Endorsement"):

"CIC Innovation Communities, LLC and those entities listed in Exhibit A of the Service Agreement between the named insured and CIC Innovation Communities, LLC, as it may be amended from time to time, are included as Additional Insureds on a primary and non-contributory basis under this Commercial General Liability Insurance."

Certificate Holder: The Certificate Holder should be as follows:

CIC Miami, LLC
1951 NW 7th Avenue - 3rd Floor
Miami, FL 33136

COI Delivery & Sample: Prior to the date Client first operates in or uses the Premises, Client shall provide CIC with a compliant ACORD 25-S or ACORD-28 certificate of insurance which must spell out the Omnibus Endorsement. A sample ACORD 25-S certificate is included for your convenience.

Building Details:

The building is accessible 24/7. HVAC services are available from 8am to 8pm Monday through Friday and from 8am to 1pm on Saturday. Outside of these hours, HVAC will be kept at levels that allow for reasonably comfortable occupancy of the premises.

For purposes of insurance, the insurer may wish to have the following information:

- The building was built in 2011.
- The building is 6 floors.
- Construction type is cast-in-place concrete frame with glass, curtain wall, metal panel, and stucco façade.
- Hardwired smoke detectors throughout the building.
- Sprinkler system is an auto/wet system throughout the building, 750 GPM fire pump located in the chiller room.
- Security desk in the lobby is the central station for all alarms.

-Emergency Procedures:

A copy of the building's emergency procedures is available at cic.com/emergency.

Accepted Payment Methods: ACH auto-debit, corporate or personal check, wire transfer, and ACH credit. ACH auto-debit is required for the coworking offering.

Additional Agreement Provisions:

The following language is included in any Agreement with respect to this location:

1. **Covered Disputes:** Covered Disputes shall be settled by arbitration administered by the American Arbitration Association ("AAA"). Covered Disputes include all claims, rights, demands, losses, and causes of action arising: in contract, whether express or implied; or in tort; or under any common law theories; or under any covenants of good faith and fair dealing; or under any CIC policy; or under any federal, state, or municipal statute, executive order, regulation or ordinance. This arbitration agreement shall not prohibit actions solely seeking injunctive relief necessary to protect either party's rights. With the exception of actions set forth above, arbitration shall be the exclusive means through which CIC and Client may seek relief in connection with any Covered Disputes. CIC and Client expressly waive their right to a trial by judge or by jury of any Covered Dispute, as well as their right to appeal the decision rendered by the arbitrator except on the grounds that the decision was procured by corruption, fraud or other undue influence or on the grounds specifically set forth in a statute applicable to vacating an arbitration award under this arbitration agreement. Client agrees that if Client wishes to assert a claim against CIC or the Licensors, the Client must present to CIC a written request for arbitration within six (6) months of the date on which the Client knows or should have known of the Covered Dispute against CIC or the Licensors. Likewise, CIC must present a written request for arbitration to the Client against whom it wishes to assert a claim within the same time frame. Failure by either the Client or CIC to present such a request within this time shall constitute a waiver of the right to recover relief in any forum in connection with the Covered Dispute. Unless otherwise agreed to by Client and CIC, the arbitration shall take place in AAA's office closest to CIC's headquarters. CIC and Client shall select a single arbitrator in accordance with applicable AAA real estate arbitration rules. The party bringing the dispute to arbitration shall cover all costs of the arbitration until such time as the arbiter may choose to allocate costs differently. CIC and Client are entitled to discovery sufficient to adequately arbitrate their Covered Disputes, including, but not limited to, access to essential documents and witnesses, as determined by the arbitrator. The arbitrator shall apply the law designated in the Agreement. The arbitrator shall have the discretion to award monetary and other damages, or to award no damages, and to fashion any other relief that would otherwise be available in court. The arbitrator will issue a written arbitration decision that reveals the essential findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration provision shall survive the termination of the Agreement.
2. **Reporting:** From time to time, CIC may request questionnaires to be completed in regards to Client's activities within the Premises. Client agrees to use best efforts to complete any such questionnaires in a timely manner.
3. **Rules and Regulations:** Nothing in these rules and regulations (the "Rules and Regulations") shall supplant any provision of the Agreement. In the event of a conflict or inconsistency between these Rules and Regulations and the Agreement, the Rules and Regulations shall prevail. The building the Premises is located within is referred to herein as the "Building". The Rules and Regulations are as follows:
 - a. Except as specifically provided in the Agreement to which these Rules and Regulations are attached, no sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside of the Premises or Building without CIC's prior written consent. CIC and Landlord shall have the right to remove, at Client's sole cost and expense and without notice, any sign installed or displayed in violation of this rule.
 - b. If CIC or Landlord objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises or placed on any windowsill, which window, door or windowsill is (a) visible from the exterior of the Premises and (b) not included in plans approved by CIC and Landlord, then Client shall promptly remove said curtains, blinds, shades, screens or hanging plants or other similar objects at its sole cost and expense.
 - c. Client shall not obstruct any sidewalks or entrances to the Premises or Building, or any halls, passages, exits, entrances or stairways within the Premises or Building, in any case that are required to be kept clear for health and safety reasons.
 - d. No deliveries shall be made that impede or interfere with other clients or Building tenants in, or the operation of, the Building.
 - e. Client shall not place a load upon any floor of the Premises or Building that exceeds the load per square foot that (a) such floor was designed to carry or (b) is allowed by applicable laws. Fixtures and equipment that cause noises or vibrations that may be transmitted to the structure of the Building to such a degree as to be objectionable to other clients or Building tenants shall be placed and maintained by Client, at Client's sole cost and expense, on vibration eliminators or other devices

sufficient to eliminate such noises and vibrations to levels reasonably acceptable to CIC, Landlord, and other clients or Building tenants.

- f. Client shall not use any method of heating or air conditioning other than that shown in plans approved by CIC and Landlord.
 - g. Client shall not install any radio, television or other antenna, cell or other communications equipment, or any other devices on the roof or exterior walls of the Premises or Building except to the extent shown on plans approved by CIC and Landlord. Client shall not interfere with radio, television or other communications from or in the Premises or Building or elsewhere.
 - h. Canvassing, peddling, soliciting and distributing handbills or any other written material within, on or around the Building are prohibited, and Client shall cooperate to prevent such activities.
 - i. Client shall store all of its trash, garbage and Hazardous Materials (as defined below) within the Premises in the designated receptacles. Client shall not place in any such receptacle any material that cannot be disposed of in the ordinary and customary manner of trash, garbage and Hazardous Materials disposal.
 - j. The Premises shall not be used for any improper, immoral or objectionable purpose. No cooking shall be done or permitted within the Premises without the prior written consent of CIC.
 - k. Client shall not, without CIC's prior written consent, use the name of the Premises or Building, if any, in connection with or in promoting or advertising Client's business except as Client's address.
 - l. Client shall comply with all safety, fire protection and evacuation procedures and regulations established by CIC, Landlord, or any governmental authority.
 - m. Client assumes any and all responsibility for protecting the Premises from theft, robbery and pilferage, which responsibility includes keeping doors locked and other means of entry to the Premises closed.
 - n. CIC may waive any one or more of these Rules and Regulations for the benefit of Client or any other party, but no such waiver by CIC shall be construed as a waiver of such Rules and Regulations in favor of Client or any other such party, nor prevent CIC from thereafter enforcing any such Rules and Regulations against any or all of the clients, including Client.
 - o. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Agreement.
 - p. CIC reserves the right to make such other and reasonable rules and regulations as, in its judgment, may from time to time be needed for safety and security, the care and cleanliness of the Premises and Building, or the preservation of good order therein; provided, however, that CIC shall provide written notice (email being sufficient) to Client of such rules and regulations prior to them taking effect. Client agrees to abide by these Rules and Regulations and any additional rules and regulations issued or adopted by CIC or Landlord.
 - q. Client shall be responsible for the observance of these Rules and Regulations by its agents, employees, invitees, contractors, licensees, guests, or assignees (individually and collectively referred to as "Client Party" or "Client Parties" herein).
4. Compliance with Laws; Liens: Client shall at all times in its use of the Premises and as related to this Agreement observe and comply with all applicable laws. Client shall obtain all permits and licenses for the operation of its business at the Premises or its use or occupancy of the Premises and shall comply with all current and future rules and regulations of the Premises and Building. Client shall not harm the Premises or Building, commit any waste, create a nuisance or make any use of the Premises that is offensive, or act or fail to act in any manner that could result in injury or harm to any person in or about the Premises or Building. Client shall keep the Premises free and clear of any mechanics' liens and other liens. Nothing in this Agreement shall be construed as consent on the part of CIC to subject the Premises to any lien or liability under the lien laws of the state in which the Premises are located.
 5. Additional Indemnification and Liability Requirements: Client's responsibility to indemnify and hold harmless under the Agreement includes the responsibility to indemnify and hold harmless CIC, the Licensors, affiliates of CIC or Licensors, each of the Additional Insureds, and their respective officers, directors, trustees, invitees, employees, agents, contractors, Landlords, Related Parties, other clients and property manager (collectively, the "Indemnified Parties") from all claims, liability, losses or damages except those resulting from the Indemnified Parties' sole negligence.
 6. Permitted Use:
 - a. Client shall use the Premises in accordance with the Permitted Use (as defined below) and shall not use the Premises or permit the Premises to be used for any other purpose without CIC's prior written consent, which CIC may withhold in its sole and absolute discretion.
 - b. Subject to the Restricted Uses (as defined below) and other terms and provisions set forth herein, the Permitted Use is defined as general office and laboratory use. Client's use shall be in conformity with all federal, state, municipal and local laws, codes, ordinances, rules and regulations of governmental authorities, committees, associations, or other regulatory committees, agencies or governing bodies having jurisdiction over the Premises, Building, CIC, or Landlord, including both statutory and common law, and hazardous waste rules and regulations.
 - c. The "Restricted Uses" are any uses which are not permitted within the Premises and Building. Client shall not use, or permit to be used, any portion of the Premises for the following Restricted Uses and other restrictions set forth herein:
 - i. Phase 1-4 clinical research trials (including, without limitation, any inpatient, extended overnight stays);
 - ii. A brain bank or tissue bank for the harvesting, storage, distribution and processing of brain or human tissue;
 - iii. A transplant laboratory for transplant related laboratory cases;
 - iv. Cancer Clinical Care, as defined herein. "Cancer Clinical Care" means a cancer patient care facility and/or the administration of chemotherapy and radiation therapy, except that Cancer Clinical Care shall exclude the following: (a) proton beam radiation and services ancillary thereto, such as imaging for treatment planning purposes, and (b) cancer related research and development;

- v. A business that derives more than ten percent (10%) of its revenues of its operations in the Building from renal dialysis, renal dialysis home training, or any aphaeresis services;
 - vi. Any trade or business consisting of the operation, whether primary or an accessory use, of (a) a shooting gallery, (b) an adult bookstore or facility selling or displaying adult or pornographic books, literature or videos, (c) an establishment offering bingo or similar games of chance, (d) a video game or amusement arcade, (e) a private or commercial golf course, (f) a country club, (g) a massage parlor, (h) a hot tub facility, (i) a suntan facility, (j) an establishment that sells or serves pizza or freshly made submarine sandwiches as its primary business, (k) a racetrack, (l) any facility used for gambling, (m) any residential use, (n) any store the principal business of which is the sale of alcoholic beverages for consumption off-premises, (o) drug or addiction treatment centers or clinics, (p) parole or probation offices (q) the sale of marijuana or products using marijuana or similar drugs that are illegal to manufacture or distribute or sell; or (r) any other trade, business, or activity prohibited to be carried on by Section 45D of the Internal Revenue Code of 1986, including any regulations, rulings, amendments, explanations issued to implement, explain, clarify or define provisions of such, or any other guidance published by the IRS;
 - vii. All other uses that are expressly prohibited by this Agreement.
- d. Client acknowledges that CIC or Landlord may impose future Restricted Uses on the Premises. CIC will use reasonable efforts to give Client not less than twenty five (25) days advance written notice (email being sufficient) in reasonable detail of any future Restricted Use, provided that no future Restricted Use will preclude Client from using the Premises for the Permitted Use. Client shall not be bound by any Restricted Uses not contained herein until such time as Client has received a true and accurate copy of the provisions that describe the relevant restriction from CIC.

IF AT ANY TIME CLIENT STORES, HANDLES, TRANSPORTS, GENERATES, OR TREATS HAZARDOUS MATERIALS ON OR ABOUT THE PREMISES, BUILDING, OR ANY PORTION THEREOF, OR USES OR OCCUPIES ANY WORKSPACE DEEMED TO BE A LABORATORY BY CIC, THEN THE FOLLOWING SECTIONS #7 HAZARDOUS MATERIALS, #8 ADDITIONAL TERMINATION PROVISIONS, AND #9 GENERAL LABORATORY GUIDELINES, SHALL APPLY:

7. Hazardous Materials: Client and CIC acknowledge that in connection with Client's business on or about the Premises, Client may store, use, or dispose of "Hazardous Materials", defined as the following: any substances, pollutants, or other contaminants on or about the Premises which would or could be deemed or determined to be a "hazardous substance", "hazardous waste", or "hazardous material" under any federal, state or local statute, law, ordinance or regulation now or hereafter in effect, including but not limited to (a) any toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous substance, material, or waste that is or becomes regulated by applicable laws or any governmental authority, and/or (b) any (i) "chemotherapeutic waste", "infectious waste" or "medical waste" as may now or hereafter be defined by any future law, statute, order, ordinance or regulation, (ii) "radioactive waste" as may now or hereafter be defined by any future law, statute, order, ordinance or regulation, (iii) human corpses, remains and anatomical parts that are donated and used for scientific or medical education, research or treatment, (iv) body fluids or biological waste which are being stored at a laboratory prior to laboratory testing, and/or (v) similar laboratory wastes and materials (the items described in clauses (i) through (v) individually and collectively are defined as "Regulated Waste"). Client's storage, use, transport, and/or disposition of Hazardous Materials and Regulated Wastes in the Premises is a "Regulated Activity". Client is solely responsible for obtaining, at Client's expense, any and all governmental permits or approvals ("Permits") required to perform any Regulated Activity, and Client shall comply in all respects with all terms and conditions of such Permits. Furthermore, such Regulated Activities shall be conducted in accordance with standards which are observed by reputable and prudent owners, operators and managers of similar business and in compliance with all applicable laws in all respects. Under no circumstances shall Client be permitted under this Agreement to accept at the Premises or Building for processing, treatment, storage, use, or disposal any radioactive, infectious or chemotherapeutic waste generated by any other entity or facility. Without limitation of any other obligations of Client under this Agreement, prior to the termination of the Agreement, Client shall remove (at Client's sole cost and expense) any Hazardous Materials or Regulated Wastes stored on or in the Premises or Building and which are used in, or which result from the use or operation of, the Premises. Under no circumstances may any such Hazardous Materials or Regulated Wastes be discharged into the sanitary sewer system of the Premises or Building, nor may Client otherwise engage in the use or disposal of any Hazardous Materials or Regulated Wastes if such use or discharge would require a discharge permit or approval from any governmental authority having jurisdiction over the sanitary sewer discharges of the Premises or Building.
- a. The handling, transportation, generation, management, disposal, processing, treatment, storage and use by Client or any Client Party of Hazardous Materials and/or Regulated Waste in or about the Premises or Building shall be subject to any and all terms, rules, and regulations set forth in this Agreement and this Exhibit A and any and all additional rules and regulations promulgated by CIC or Landlord from time to time regarding the same or any aspect thereof (which rules and regulations may be amended, modified, deleted or added to from time to time by CIC or Landlord) (individually and collectively, the "Hazmat Rules"). Any amendments, modifications, deletions, or additions to the Hazmat Rules shall be effective upon Notice thereof to Client. All Hazmat Rules are effective upon execution of this Agreement, or Client's first use of the Premises, whichever is earlier. Client and all Client Parties will cause all of its agents, employees, invitees, contractors, licensees, or assignees, or any others permitted by Client to occupy or enter the Premises or Building to at all times abide by the Hazmat Rules.

- b. Client shall indemnify, save, defend (at CIC's option and with counsel reasonably acceptable to CIC) and hold CIC and the Related Parties (as defined in the Agreement) harmless from and against all claims, costs, and liabilities, including but not limited to reasonable attorneys' fees and costs of litigation, incurred or arising from or as a result of or relating to (i) a release or threatened release of Hazardous Materials and/or Regulated Waste on or about, or a contamination of, the Premises or Building or any portion thereof, or any adjacent building, caused in whole or in part by Client or any Client Party and not caused by sole negligence of CIC and/or the Related Parties, (ii) a contamination of the Premises or Building or any portion thereof, or any adjacent property, at any time now or in the future (other than if such contamination results solely from a migration of Hazardous Materials from outside the Premises not caused by Client or any Client Party), (iii) a breach by Client or any Client Party of the covenants contained in this Agreement, (iv) Client's or any Client Party's handling, transportation, generation, management, disposal, processing, treatment, storage and/or use of Regulated Waste and/or Hazardous Materials, or (v) the presence of any Regulated Waste and/or Hazardous Materials at the Premises or Building not caused by the sole negligence of CIC and/or the Related Parties and not existing as of the execution of this Agreement. The foregoing indemnification by Client includes, without limitation, all costs incurred by or imposed upon CIC and/or any Related Party in connection with any judgments, damages, penalties, fines, liabilities or losses (including, without limitation, diminution in value of the Premises or Building or any portion thereof, damages for the loss or restriction on use of any space or of any amenity in or around the Premises or Building, damages arising from any adverse impact on marketing of space in the Premises or Building or any portion thereof, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) or in connection with the investigation of site conditions or any clean-up or remedial removal or restoration work required by any federal, state or local governmental agency or political subdivision at any time occurring as a result of the presence of any Hazardous Materials and/or Regulated Wastes in or around the Premises or Building or any portion thereof caused or permitted by Client or any Client Party.
- c. Without limiting the foregoing, if the presence of any Hazardous Materials in, on, under or about the Premises or Building, any portion thereof, or any adjacent property caused or permitted by Client or any Client Party results in any contamination of the Premises or Building, any portion thereof or any adjacent property, then Client shall promptly take all actions at its sole cost and expense as are necessary to return the Premises and/or Building, any portion thereof or any adjacent property to its respective condition existing prior to the time of such contamination, provided that written approval of such action from both CIC and the Landlord shall first be obtained, which approval shall not be unreasonably withheld; and provided, further, that it shall be reasonable for CIC and/or Landlord to withhold its consent if such actions could have a material adverse long-term or short-term effect on the Premises or Building, any portion thereof or any adjacent property. Client's obligations under this section shall not be affected, reduced or limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Client under workers' compensation acts, disability benefit acts, employee benefit acts or similar legislation.
- d. CIC acknowledges that it is not the intent of this Agreement to prohibit Client from operating its business as permitted herein. Client may operate its business according to the custom of Client's industry so long as the use or presence of Hazardous Materials is strictly and properly monitored in accordance with applicable laws and all terms herein. As a material inducement to CIC to allow Client to use Hazardous Materials in connection with its business, Client agrees to deliver to CIC the following items, collectively defined as the "Hazardous Materials Documents": (a) a list identifying each type of Hazardous Material to be present at the Premises that is subject to regulation under any applicable environmental laws, (b) a list of any and all approvals or permits from governmental authorities required in connection with the presence of such Hazardous Material at the Premises and (c) correct and complete copies of (i) notices of violations of applicable laws related to Hazardous Materials received by Client, and (ii) plans relating to the installation of any storage tanks to be installed by Client or any Client Party in, on, under or about the Premises or Building (provided that installation of storage tanks shall only be permitted after CIC has given Client its prior written consent to do so, which consent CIC may withhold in its sole and absolute discretion) and closure plans or any other documents required by any and all governmental authorities for any storage tanks installed by Client or any Client Party in, on, under or about the Premises or Building for the closure of any such storage tanks. Client shall deliver to CIC updated Hazardous Materials Documents within fourteen (14) days after receipt of a written request therefor from CIC, not more often than once per year unless (a) there are any changes to the Hazardous Materials Documents or (b) Client changes its business in a way that involves any material change or increase in the types or amounts of Hazardous Materials. For each type of Hazardous Material listed, the Hazardous Materials Documents shall include (a) the chemical name, (b) the material state (e.g., solid, liquid, gas or cryogen), (c) the concentration, (d) the storage amount and storage condition (e.g., in cabinets or not in cabinets), (e) the use amount and use condition (e.g., open use or closed use), (f) the location (e.g., space name or number, or other identification) and (g) if known, the chemical abstract service number. Notwithstanding anything in this Agreement to the contrary, Client may redact information of a proprietary nature from the Hazardous Materials Documents prior to delivery to CIC. CIC may, at CIC's expense, cause the Hazardous Materials Documents to be reviewed by a person or firm qualified to analyze Hazardous Materials to confirm compliance with the provisions of this Agreement and with all applicable laws. In the event that a review of the Hazardous Materials Documents indicates non-compliance with this Agreement or any applicable laws, Client shall, at its expense, immediately and diligently take steps to bring its storage and use of Hazardous Materials into compliance. Notwithstanding anything in this Agreement to the contrary or CIC's review into Client's Hazardous Materials Documents or use or disposal of Hazardous Materials, however, CIC shall not have and expressly disclaims any liability related to Client's or any Client Party's use or disposal of Hazardous Materials, it being acknowledged by Client that Client is best suited to evaluate the safety and efficacy of its Hazardous Materials usage and procedures.

- e. Client shall not cause or permit any Hazardous Materials to be brought upon, kept or used in or about the Premises or Building by Client or any Client Party in violation of any applicable laws. At any time, and from time to time, prior to the termination of the Agreement, if CIC has a reasonable basis to believe that Hazardous Materials are present in violation of any applicable laws or that contamination has occurred due to the acts or omissions of Client or a Client Party, or if so required by a lender or governmental authority, or otherwise desired by CIC, CIC shall have the right to conduct appropriate tests of the Premises or Building, or any portion thereof, to demonstrate that Hazardous Materials are present in violation of applicable laws by Client or a Client Party, or that contamination has occurred due to the acts or omissions of Client or a Client Party. Client shall pay all reasonable costs of such tests if such tests reveal that Hazardous Materials exist in, on, or around the Premises or Building in violation of this Agreement or any applicable laws.
 - f. If underground or other storage tanks storing Hazardous Materials installed by Client are located within or around the Premises or Building, or are hereafter placed within the Premises by Client, then Client shall monitor such storage tanks, maintain appropriate records, implement reporting procedures, properly close any underground storage tanks, and take or cause to be taken all other steps necessary or required under all applicable laws.
 - g. Client shall promptly report to CIC any actual or suspected presence of mold or water intrusion at the Premises.
 - h. All of Client's obligations relating to Hazardous Materials, Regulated Waste, and Regulated Activities shall survive any termination of the Agreement.
 - i. Notwithstanding anything to the contrary in this Agreement, CIC shall have sole control over the equitable allocation of fire control areas (as defined in the International Building Code as adopted by the city or municipality(ies) in which the Premises is located (the "IBC")) within the Premises or Building for the storage of Hazardous Materials. Notwithstanding anything to the contrary in this Agreement, the quantity of Hazardous Materials allowed within the Premises is specific to Client and shall not transfer to any other party. Notwithstanding anything in this Agreement to the contrary, CIC shall not have and expressly disclaims any liability related to Client's or any Client Party's use or disposal of fire control areas, it being acknowledged by Client that Client is best suited to evaluate the safety and efficacy of its Hazardous Materials usage and procedures.
 - j. Except to the extent caused by the negligence of Client and/or Client Parties, CIC agrees to indemnify, defend and hold harmless Client and Client Parties from and against any and all claims resulting from any Hazardous Materials on, in or under the Premises or Building as of the execution date of this Agreement, unless placed at the Premises or Building by Client or a Client Party. Should any claim be made against Client or any Client Party, or an action or proceeding be brought against it as set forth herein, Client shall give CIC prompt written notice thereof, and CIC shall defend such action or proceeding by counsel selected by CIC. Provided that CIC or its insurance company is defending an action or proceeding in accordance with the terms herein, no Client or Client Party shall enter into any settlement discussions or settlement of such action or proceeding without the prior written approval of CIC, which approval shall be granted or denied within sixty (60) days of request therefor.
8. Additional Termination Provisions: At least fifteen (15) days prior to termination of this Agreement or Client's surrender of any portion of their workspace within the Premises, Client shall provide CIC with (i) a facility decommissioning and Hazardous Materials closure plan for the Premises ("Exit Survey") prepared by an independent third party reasonably acceptable to CIC, (ii) written evidence of all appropriate governmental releases obtained by Client in accordance with applicable laws, including laws pertaining to the surrender of the Premises, and (iii) proof that the Premises have been decommissioned in accordance with American National Standards Institute ("ANSI") Publication Z9.11-2008 (entitled "Laboratory Decommissioning") or any successor standards published by ANSI or any successor organization (or, if ANSI and its successor no longer exist, a similar entity publishing similar standards). In addition, Client agrees to remain responsible after the surrender of the Premises for the remediation of any recognized environmental conditions set forth in the Exit Survey and compliance with any recommendations set forth in the Exit Survey. Client's obligations under this section shall survive any earlier termination of the Agreement.
9. General Laboratory Guidelines: The following are preliminary general guidelines set by CIC for the operation of laboratory space within the Premises. None of the following modifies the disclaimers and limitations established in Section 16 of the Agreement. CIC reserves the right to change, amend, add, or delete any part or the whole of these guidelines at any time. Specific guidelines regarding chemical, biological, lab and radiation safety are the responsibility of the Client. Client must obtain and keep current all necessary permits and licenses from the appropriate governmental authorities.
- a. Acid Disposal: All acid solutions must be disposed only through the designated acid disposal sink in the lab. Absolutely do not pour acid solution in other sinks located in your laboratory or any other sinks in the common labs. An acid/base neutralizer kit (such as baking soda) should be used to clean up small acid or base spills.
 - b. Deliveries: A representative of the Client must be present to accept and sign for incoming packages. Delivered packages should not be left in common areas. All deliveries of Hazardous Materials and Regulated Waste must be coordinated with CIC and building management.
 - c. Dry Ice: Dry ice should not be poured in the sinks as this will cause the sinks to crack. Dry ice also should not be kept in the cold room or any other room with limited air circulation.
 - d. Flammables: Flammable substances must be stored in a "flammables cabinet" at all times when not in use. Spills involving flammable or noxious materials should be isolated as quickly as possible. Areas adjacent to affected areas should be notified and evacuated if necessary. CIC and building management should be notified immediately.
 - e. Glass and Sharp Disposals: Broken glass, Pasteur pipettes and sharps must be disposed of in clearly marked containers and not in the regular trash in order to avoid accidents to waste handlers. It is Client's responsibility to contract for Glass and Sharp Disposal.

- f. Health and Safety Officer: Each Client occupying a lab must develop a health and safety manual and designate a Health and Safety Officer. The Health and Safety Officer will be responsible for training their employees and be accountable for maintaining the safety of all personnel, employees and non-employees of the Client, which could be affected by the work of the Client. The name of the Health and Safety Officer should be reported to CIC and building management when newly designated or when replaced. Material safety data sheets (MSDS) of chemicals and compounds should be kept in a binder in alphabetical order. The binder should be kept in the same designated space at all times. A second copy of the MSDS binder must be delivered to CIC and building management and kept current at all times.
- g. Radiation Safety: Client is responsible for obtaining a license from the NRC to carry out work with radioisotopes. The use of radioisotopes and compliance with all the rules and guidelines set by the NRC and the State of Florida are the sole responsibility of Client. Upon vacating the Premises or termination of the Agreement, whichever is earlier, Client must remove all radioisotopes as well as radioactive waste from the laboratory and provide CIC with a "laboratory space decommission statement" from the NRC.
- h. Safety Showers: Safety showers are designed to be activated in the case of an emergency, and will dispense a large volume of water very quickly after being activated. Water from the safety shower will continue to flow automatically until the shower handle is pushed back to deactivate the water flow. In the event of shower activation, an absorbent material should be used to remove excess water. CIC and building management must be notified immediately after any Safety Shower activation.
- i. Waste Disposal: Disposal of biohazard waste, chemicals, glassware and sharps are the sole responsibility and liability of the Client. CIC assumes no liability in ensuring their proper disposal.
- j. Water Spills: In the event of water spills or overflows, an absorbent material should be used to rapidly remove excess water in order to prevent leakage to other floors. CIC and building management must be notified immediately after any water spill or overflow.
- k. Installation of Equipment and safety precautions: If the nature of any of your work requires certain safety precautions and equipment not already included in your lab, you must provide CIC with written notice of those requirements before you begin that work. Clients are responsible for the safety of their team and all local, city, state and federal compliances, and are responsible for the cost of purchasing and installing any equipment necessary for their operations that is not provided by CIC. CIC may approve modifications of space at the client's expense.
- l. Certification, Maintenance, Testing and Inspection of Client-Installed Equipment: Client is solely responsible for certification, maintenance, testing and inspection of any equipment it installs in shared or dedicated laboratory spaces. If Client fails to comply with its obligations, CIC may but shall not be required to perform or commission any certification, maintenance, testing, and inspection it reasonably considers necessary, and Client shall reimburse CIC for any resulting expenses. CIC in its sole discretion may refuse to allow Client to install, or may require the removal of, equipment in shared or dedicated laboratory space for any reason, including but not limited to life safety concerns.
- m. Maintenance, Testing and Inspection of Equipment Provided by CIC or any of the Additional Insureds: Client is responsible for any damage other than normal wear and tear that it or any of its employees or guests causes to any equipment provided by CIC or any of the Additional Insureds (as defined in the Agreement). Client will pay the cost to repair or replace such equipment to the extent of such damage. In shared laboratory spaces, Client is not responsible for maintenance, testing and inspection of any equipment provided by CIC or any of the Additional Insureds. In dedicated laboratory spaces, Client is responsible for maintenance, testing and inspection of all equipment, including equipment provided by CIC or any of the Additional Insureds, *except for fume hoods*. Without limitation, Client must determine and comply with all legal requirements and industry standards for maintenance, testing and inspection of safety showers and eyewash stations in its dedicated space. For informational purposes only, and without limitation, CIC directs Client to 29 CFR (Code of Federal Regulations) 1910.151(c); to OSHA (Occupational Safety and Health) Instruction STD 1-8.2 or any successor instructions published by OSHA, and to American National Standards Institute ("ANSI") Publication Z358.1-2014 (entitled "Emergency Eyewash and Shower Equipment") or any successor standards published by ANSI or any successor organization. If Client fails to comply with its obligations, CIC may but shall not be required to perform or commission any maintenance, testing, and inspection it reasonably considers necessary, and Client shall reimburse CIC for any resulting expenses.
- n. Misuse of Equipment: To the greatest extent permitted by law, except for harm caused by gross negligence or willful misconduct of CIC or the Related Parties (as defined in the Agreement), Client shall indemnify, save, defend (at CIC's option and with counsel reasonably acceptable to CIC) and hold CIC and the Related Parties harmless from and against all claims, costs, and liabilities, including but not limited to reasonable attorney's fees and costs of litigation, incurred or arising from or as a result of or relating to misuse of any laboratory equipment at the Premises by Client or any of its employees or guests. This obligation does not limit or replace any other obligations Client owes under the Agreement or this Exhibit A.

Overview of Offerings – CIC Miami

Office Workspace	CIC's offering includes flexible office space configured for use by growing companies. All normal office utilities and services, such as electricity, HVAC, trash pickup, etc. are included. Access is available on a 24 x 7 x 365 basis.
Lab Workspace	CIC also offers lab space. All normal office utilities and services, such as electricity, HVAC, trash pick-up, light floor sweep, etc. are included. Clients are responsible for adhering to all rules, regulations, and requirements pertaining to lab space as described in the Agreement and this Exhibit

	A.
Office Furniture	Furniture such as desks, adjustable office chairs, file storage, and whiteboards are available in most instances. Clients without dedicated space will have access to shared work areas.
Mail Services	All space offerings include a mail folder and mail services. Each client is responsible for filling out the Application for Delivery of Mail Through Agent form.
Internet	Each individual is provided with access to a shared WiFi network. Other internet services are subject to availability.
Guest Reception	All space offerings include guest reception services to greet guests for Clients.
Copier, Printer & Fax	Service includes unmetered use of color printers, copiers and fax machines for typical office use. Questions about printing multiple copies of brochures or extensive print jobs should be directed to a CIC staff member as these types of jobs may be requested to be taken to offsite printing service providers.
Conference Rooms & Phone Booths	Service includes unmetered use of well-appointed conference rooms, as well as unmetered use of Polycom speakerphones. Conference rooms and phone booths are booked via a web-based booking tool. Questions regarding frequent all-day meetings or intensive use for training or other purposes can be directed to a CIC staff member for details.
Kitchen Services	Clients will be able to enjoy fresh fruit and a selection of soda, coffees, and teas. Fair consumption is on the honor system.
Shower Rooms	CIC has two shower rooms available to clients on a first come first served basis.
Nursing Room	Nursing rooms can be booked via a web-based booking tool. Each room offers soft light, comfortable seating, a private fridge, and a lockable door. While these rooms are available for other bookings, nursing bookings take precedence.
Game Room	CIC offers clients shared access to ping pong tables and a variety of gaming systems. These are available on a first-come, first-serve basis.
Venture Café	The Venture Café is a community networking event hosted by CIC Venture Café Global Institute, Inc., most Thursdays from 3:00pm-8:00pm. With its “pay it forward” Contributor Model, CIC Venture Café Global Institute, Inc. was established to bring together members of the local entrepreneurial and innovation community. CIC clients receive direct access to this weekly event. Along with hosted beer and wine, weekly Venture Cafés often include speakers, workshops, etc. Please note: it is a privilege and not a right to attend these gatherings, and CIC Venture Cafe Global Institute, Inc. reserves both the right to refuse service and to determine, at its sole discretion, who to invite according to its mission and policies.
Other Benefits & Discounts	All CIC clients are eligible for unique discounts on a variety of benefits such as gym memberships, transportation programs such as bike and car sharing, and business services including notary publics. Benefits are added regularly, and can be viewed online in the CIC Portal.
CIC Passport	All CIC clients may use common areas, including conference rooms, phone booths, kitchens, and coworking areas, in any CIC location worldwide. Please note: since the real estate prices at our different locations vary, if you begin to consistently use a more expensive location more than 20% of the time, you may be asked to switch your primary reservation to that location for billing purposes.

CIC Boston

Address: 50 Milk Street, Boston, MA 02109

Licensors: CIC 50 Milk, LLC

Landlord: Ponte Gadea Boston, LLC

Insurance Requirements:

Coverages & Limits: With respect to the spaces it makes use of from time to time within the Premises, Client agrees to maintain at its own cost during the term hereof insurance coverage for Comprehensive General Liability Insurance ("CGL") in an amount not less than \$1,000,000 for general property damage and personal injury (including, without limitation, bodily injury, sickness, disease, and death) and \$2,000,000 in aggregate liability coverage, as well as a policy of fire, vandalism, malicious mischief, extended coverage and so-called "all risk" coverage insurance in an amount equal to one hundred percent (100%) of the replacement cost insuring all of Client's furniture, equipment, fixtures and property of every kind, nature and description which may be in or upon the Premises. The insurance required herein must be placed with insurers authorized to do business where the Premises are located, with a rating of not less than "A-VIII" in the current Best's Insurance Reports. To the extent required by law, Client also shall carry Worker's Compensation Insurance. All insurance policies required hereunder shall be written as primary policies and not contributing to or in excess of any coverage CIC or the Licensors may otherwise maintain.

Additional Insureds: Client agrees directly and on behalf of their insurer that the following entities shall be considered additional insureds ("Additional Insureds") on a primary and non-contributory basis under their general liability insurance and the required Omnibus Endorsement outlined below:

CIC Innovation Communities, LLC d/b/a CIC; CIC Innovation Services, LLC; CIC 50 Milk, LLC; CIC USA Holdings, LLC; CIC Health, LLC; CIC Health Testing Services, LLC; The Cambridge Incubator, LLC; CIC Founder Holdco Inc.; Ponte Gadea Boston, LLC; Ponte Gadea Florida; CB Richard Ellis-N.E. Partners, LP; Hub for Change, LLC d/b/a Impact Hub Boston; Innovation Studio, Inc.; CIC Venture Cafe Global Institute Inc.; and any other entity that CIC may require to be added to this Exhibit A over time.

Omnibus Endorsement (to appear on COI): To demonstrate the above, such CGL and the certificate of insurance must include precisely the following endorsement (the "Omnibus Endorsement"):

"CIC Innovation Communities, LLC and those entities listed in Exhibit A of the Service Agreement between the named insured and CIC Innovation Communities, LLC, as it may be amended from time to time, are included as Additional Insureds on a primary and non-contributory basis under this Commercial General Liability Insurance."

Certificate Holder: The Certificate Holder should be as follows:

CIC Innovation Communities, LLC
1 Broadway - 14th Floor
Cambridge, MA 02142

COI Delivery & Sample: Prior to the date Client first operates in or uses the Premises, Client shall provide CIC with a compliant ACORD 25-S or ACORD-28 certificate of insurance which must spell out the Omnibus Endorsement. A sample ACORD 25-S certificate is included for your convenience.

Building Details:

The building provides HVAC services from 8am to 7pm during business days, and from 8am to 1pm on Saturday. At other times, the building can provide HVAC services by request at the building's current per-hour. Please be aware that it can get very warm in the building on hot summer weekends if cooling is not requested.

For purposes of insurance, the insurer may wish to have the following information:

- The building was built in 1980.
- The structure is steel girder, concrete slab floors, granite façade with aluminum framed windows.
- The main roof was redone around 2002; the penthouse roof was installed circa 1984.
- Cooling towers, main air handlers and HVAC pumps were newly installed in 2014.
- Fire alarm system headend was upgraded in 2014.

-Emergency Procedures:

A copy of the building's emergency procedures is available at cic.com/emergency.

Accepted Payment Methods: ACH auto-debit, corporate or personal check, wire transfer, and ACH credit. ACH auto-debit is required for the coworking offering.

Additional Agreement Provisions:

The following language is included in any Agreement with respect to this location:

1. **Covered Disputes:** Covered Disputes shall be settled by arbitration administered by the American Arbitration Association (“AAA”). Covered Disputes include all claims, rights, demands, losses, and causes of action arising: in contract, whether express or implied; or in tort; or under any common law theories; or under any covenants of good faith and fair dealing; or under any CIC policy; or under any federal, state, or municipal statute, executive order, regulation or ordinance. This arbitration agreement shall not prohibit actions solely seeking injunctive relief necessary to protect either party’s rights. With the exception of actions set forth above, arbitration shall be the exclusive means through which CIC and Client may seek relief in connection with any Covered Disputes. CIC and Client expressly waive their right to a trial by judge or by jury of any Covered Dispute, as well as their right to appeal the decision rendered by the arbitrator except on the grounds that the decision was procured by corruption, fraud or other undue influence or on the grounds specifically set forth in a statute applicable to vacating an arbitration award under this arbitration agreement. Client agrees that if Client wishes to assert a claim against CIC or the Licensors, the Client must present to CIC a written request for arbitration within six (6) months of the date on which the Client knows or should have known of the Covered Dispute against CIC or the Licensors. Likewise, CIC must present a written request for arbitration to the Client against whom it wishes to assert a claim within the same time frame. Failure by either the Client or CIC to present such a request within this time shall constitute a waiver of the right to recover relief in any forum in connection with the Covered Dispute. Unless otherwise agreed to by Client and CIC, the arbitration shall take place in AAA’s office closest to CIC’s headquarters. CIC and Client shall select a single arbitrator in accordance with applicable AAA real estate arbitration rules. The party bringing the dispute to arbitration shall cover all costs of the arbitration until such time as the arbiter may choose to allocate costs differently. CIC and Client are entitled to discovery sufficient to adequately arbitrate their Covered Disputes, including, but not limited to, access to essential documents and witnesses, as determined by the arbitrator. The arbitrator shall apply the law designated in the Agreement. The arbitrator shall have the discretion to award monetary and other damages, or to award no damages, and to fashion any other relief that would otherwise be available in court. The arbitrator will issue a written arbitration decision that reveals the essential findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration provision shall survive the termination of the Agreement.

Overview of Offerings – CIC Boston

Office Workspace	The CIC offering includes flexible, expandable office space configured for use by companies of all shapes and sizes. We provide access control using electronic keys. All normal office utilities and services, such as electricity, office-hours HVAC, trash pickup, etc. are included. Access is available on a 24 x 7 x 365 basis. Clients choosing the FlexSpace offering may have limitations on the numbers of hours they can access CIC.
Office Furniture	Each individual with dedicated space is provided with a complete workstation, including a desk, adjustable office chair and locking file storage space. Additional furniture such as whiteboards or shelving is available in most instances at no extra charge. Clients without dedicated space will have access to shared work areas.
Guest Reception	All dedicated space offerings, as well as coworking and FlexSpace, include guest reception services to greet guests for clients.
Internet	Each individual is provided with a high-speed wired internet connection for office use, as well as WiFi. Other internet services (e.g. un-firewalled IPs) are subject to availability and may incur additional charges.
Phone Services	Each individual with dedicated space can request a high-end digital business telephone and a direct-dial dedicated phone number. Normal local and international phone usage is included on an unmetered basis (you will not be billed for your domestic calls). Our phone system provides computerized voice-mail with local and remote access. International calls carry a separate charge. This service is not provided for coworking clients. All clients are welcome to use free VOIP services such as Skype.
Mail Services	All dedicated space offerings, as well as coworking and FlexSpace, include a mail folder and mail services.
Copier, Printer & Fax	Service includes unmetered use of black and white and color printers, commercial-grade copiers and fax machines for typical office use. A private fax number, which routes faxes to an individual email address as pdf files, is provided for the dedicated use of your company. Additional numbers are available for a fee. Questions about printing multiple copies of brochures or extensive print jobs should be directed to a CIC staff member as these types of jobs may be requested to be taken to offsite printing service providers.
Conference Rooms & Phone Booths	Service includes unmetered use of well-appointed conference rooms with data projectors or projection screens as well as unmetered use of digital Polycom audio and video conferencing equipment. Conference rooms and phone booths are booked via a web-based booking tool. Questions

	regarding frequent all-day meetings or intensive use for training or other purposes can be directed to a CIC staff member for details.
Kitchen Services	CIC has fully stocked kitchens, which often include yogurts, fruits, soft drinks, and other snacks and cold beverages. CIC also stocks a full selection of gourmet coffees and a high-end by-the-cup coffee brewing system. This service is included in your service fee and fair consumption is on the honor system.
Massage Therapy	CIC maintains a massage therapy room and has a relationship with independent professional massage therapists who come in on a regular basis. CIC provides use of the massage room without charge. All fees for massage go solely to the therapist, and are not billed through CIC. Use of this service is at client discretion, and CIC is not liable.
Shower Rooms	CIC has several shower rooms available to clients on a first come first served basis. The shower rooms are stocked with towels and toiletries.
Nursing Room	Nursing rooms can be booked via a web-based booking tool. Each room offers soft light, comfortable seating, a private fridge, and a lockable door. While these rooms are available for other bookings, nursing bookings take precedence.
On-site Fitness Center	CIC Boston has a small, yet exclusive in-building Fitness Center on the 5th floor. Features include a variety of aerobic and weight training equipment and machines, including free weights, benches, treadmills, exercise bikes, steppers, and more. In addition, there are a handful of lockers to use while you work out, and five spacious shower rooms. Membership requires a nominal additional fee. Additional information and the link to register can be found at cic.com/50milkfitness .
Venture Café	The Venture Café is a community networking event held most Thursdays at CIC Cambridge - One Broadway from 3:00pm-8:00pm and hosted by CIC Venture Cafe Global Institute, Inc. With its "pay it forward" Contributor Model, Venture Cafe is hosted at CIC to bring together members of the local entrepreneurial and innovation community. Clients of CIC receive direct access to this weekly event. Along with hosted beer and wine, weekly Venture Cafés often include guest speakers, workshops, etc. Please note: it is a privilege and not a right to attend these gatherings, and CIC Venture Cafe Global Institute, Inc. reserves both the right to refuse service and to determine, at its sole discretion, who to invite according to its mission and policies.
Other Benefits & Discounts	All CIC clients are eligible for unique discounts on a variety of benefits such as gym memberships, transportation programs such as bike and car sharing, and business services including notary publics. Benefits are added regularly, and can be viewed online in the CIC Portal.
CIC Passport	All CIC clients may use common areas, including conference rooms, phone booths, kitchens, and coworking areas, in any CIC location worldwide. Please note: since the real estate prices at our different locations vary, if you begin to consistently use a more expensive location more than 20% of the time, you may be asked to switch your primary reservation to that location for billing purposes.

CIC Cambridge Campus

Addresses: One Broadway, Cambridge, MA 02142; 245 Main Street, Cambridge, MA 02142

Licensors: CIC One Broadway, LLC (Licensor at One Broadway); CIC 245 Main, LLC (Licensor at 245 Main Street)

Landlords: MIT One Broadway, LLC (Landlord at One Broadway); The Trustees of One Cambridge Center Trust (Landlord at 245 Main Street)

Insurance Requirements (for all buildings):

Coverages & Limits: With respect to the spaces it makes use of from time to time within the Premises, Client agrees to maintain at its own cost during the term hereof insurance coverage for Comprehensive General Liability Insurance ("CGL") in an amount not less than \$1,000,000 for general property damage and personal injury (including, without limitation, bodily injury, sickness, disease, and death) and \$2,000,000 in aggregate liability coverage, as well as a policy of fire, vandalism, malicious mischief, extended coverage and so-called "all risk" coverage insurance in an amount equal to one hundred percent (100%) of the replacement cost insuring all of Client's furniture, equipment, fixtures and property of every kind, nature and description which may be in or upon the Premises. The insurance required herein must be placed with insurers authorized to do business where the Premises are located, with a rating of not less than "A-VIII" in the current Best's Insurance Reports. To the extent required by law, Client also shall carry Worker's Compensation Insurance. All insurance policies required hereunder shall be written as primary policies and not contributing to or in excess of any coverage CIC or the Licensors may otherwise maintain.

Additional Insureds: Client agrees directly and on behalf of their insurer that the following entities shall be considered additional insureds ("Additional Insureds") on a primary and non-contributory basis under their general liability insurance and the required Omnibus Endorsement outlined below:

CIC Innovation Communities, LLC d/b/a CIC; CIC Innovation Services, LLC; CIC One Broadway, LLC; 101 Main CIC, LLC; CIC 245 Main, LLC; CIC USA Holdings, LLC; CIC Health, LLC; CIC Health Testing Services, LLC; The Cambridge Incubator, LLC; CIC Founder Holdco Inc.; MIT One Broadway Fee Owner LLC; MIT One Broadway LLC and managing agent; Jones Lang LaSalle Americas, Inc.; Colliers Meredith & Grew, Inc.; Colliers International New England, LLC; RREEF America REIT II Corp. PPP; RREEF Management LLC & RREEF America, LLC; CB Richard Ellis, Inc.; CB Richard Ellis-NE Partners, LP; One Cambridge Center Trust; The Trustees of One Cambridge Center Trust; Boston Properties Limited Partnership; Boston Properties, Inc.; BP Management, L.P.; Innovation Studio, Inc.; CIC Venture Cafe Global Institute Inc.; and any other entity that CIC may require to be added to this Exhibit A over time.

Omnibus Endorsement (to appear on COI): To demonstrate the above, such CGL and the certificate of insurance must include precisely the following endorsement (the "Omnibus Endorsement"):

"CIC Innovation Communities, LLC and those entities listed in Exhibit A of the Service Agreement between the named insured and CIC Innovation Communities, LLC, as it may be amended from time to time, are included as Additional Insureds on a primary and non-contributory basis under this Commercial General Liability Insurance."

Certificate Holder: The Certificate Holder should be as follows:

CIC Innovation Communities, LLC
1 Broadway - 14th Floor
Cambridge, MA 02142

COI Delivery & Sample: Prior to the date Client first operates in or uses the Premises, Client shall provide CIC with a compliant ACORD 25-S or ACORD-28 certificate of insurance which must spell out the Omnibus Endorsement. A sample ACORD 25-S certificate is included for your convenience.

Building Details:

One Broadway, Cambridge, MA 02142

The building provides HVAC services during normal business hours and for the first half of Saturday. At other times the building can provide HVAC services upon request at the building's current per-hour rate. Please be aware that it can get very warm in the building on hot summer weekends if cooling is not requested.

For purposes of insurance, the insurer may wish to have the following information:

- The building was built in 1969.
- The structure is steel girder with concrete skin.
- ¾ of floors have had electrical, plumbing, ductwork redone since 2000.
- The roof was redone since 2000.
- New chillers and cooling towers since 2000.
- The building is equipped with fire suppression sprinklers and fire alarms.
- Keep in mind that Licensee's insurance needs to cover their activities anywhere in the facility (not just in their private work area).

❑ 245 Main Street, Cambridge, MA 02142

The building provides HVAC services Monday through Friday from 8am until 8pm, and Saturday from 9am until 1pm, at no additional charge. After hours HVAC can be provided by the Landlord by request at least one (1) business day prior to the date of service at their hourly rate per heat pump per hour with a minimum charge per request.

For purposes of insurance, the insurer may wish to have the following information:

- The building was built in 1987.
- The building is 12 floors plus a mechanical penthouse.
- The construction is Type IIA – steel with spray applied fireproofing.
- The building is equipped with fire suppression and fire alarms.

-Emergency Procedures

A copy of each building's emergency procedures is available at cic.com/emergency.

Accepted Payment Methods: ACH auto-debit, corporate or personal check, wire transfer, and ACH credit. ACH auto-debit is required for the coworking offering.

Additional Agreement Provisions:

The following language is included in any Agreement with respect to this location:

1. Covered Disputes: Covered Disputes shall be settled by arbitration administered by the American Arbitration Association ("AAA"). Covered Disputes include all claims, rights, demands, losses, and causes of action arising: in contract, whether express or implied; or in tort; or under any common law theories; or under any covenants of good faith and fair dealing; or under any CIC policy; or under any federal, state, or municipal statute, executive order, regulation or ordinance. This arbitration agreement shall not prohibit actions solely seeking injunctive relief necessary to protect either party's rights. With the exception of actions set forth above, arbitration shall be the exclusive means through which CIC and Client may seek relief in connection with any Covered Disputes. CIC and Client expressly waive their right to a trial by judge or by jury of any Covered Dispute, as well as their right to appeal the decision rendered by the arbitrator except on the grounds that the decision was procured by corruption, fraud or other undue influence or on the grounds specifically set forth in a statute applicable to vacating an arbitration award under this arbitration agreement. Client agrees that if Client wishes to assert a claim against CIC or the Licensors, the Client must present to CIC a written request for arbitration within six (6) months of the date on which the Client knows or should have known of the Covered Dispute against CIC or the Licensors. Likewise, CIC must present a written request for arbitration to the Client against whom it wishes to assert a claim within the same time frame. Failure by either the Client or CIC to present such a request within this time shall constitute a waiver of the right to recover relief in any forum in connection with the Covered Dispute. Unless otherwise agreed to by Client and CIC, the arbitration shall take place in AAA's office closest to CIC's headquarters. CIC and Client shall select a single arbitrator in accordance with applicable AAA real estate arbitration rules. The party bringing the dispute to arbitration shall cover all costs of the arbitration until such time as the arbiter may choose to allocate costs differently. CIC and Client are entitled to discovery sufficient to adequately arbitrate their Covered Disputes, including, but not limited to, access to essential documents and witnesses, as determined by the arbitrator. The arbitrator shall apply the law designated in the Agreement. The arbitrator shall have the discretion to award monetary and other damages, or to award no damages, and to fashion any other relief that would otherwise be available in court. The arbitrator will issue a written arbitration decision that reveals the essential findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration provision shall survive the termination of the Agreement.

Overview of Offerings – CIC Cambridge Campus

Office Workspace	CIC's offering includes flexible, expandable office space configured for use by companies of all shapes and sizes. We provide access control using electronic keys and recorded video. All normal office utilities and services, such as electricity, office-hours HVAC, trash pickup, etc. are included. Access is available on a 24 x 7 x 365 basis. Clients choosing the FlexSpace offering may have limitations on the numbers of hours they can access CIC. Clients choosing the coworking offering may be limited to a maximum of five people.
Office Furniture	Each individual with dedicated space is provided with a complete workstation, including a desk, adjustable office chair and locking file storage space. Additional furniture such as whiteboards or shelving is available in most instances at no extra charge. Clients without dedicated space will have access to shared work areas.
Guest Reception	All dedicated space offerings, as well as coworking and FlexSpace, include guest reception services to greet guests for clients.

Internet	Each individual is provided with a high-speed internet connection for office use. CIC holds its own ARIN-assigned IP address block and maintains two high-speed connections (redundant fiber Ethernet with separate paths and points of entry) to the internet and provides BGP-based routing redundancy. Other internet services (e.g. un-firewalled IPs) are subject to availability and may incur additional charges.
Phone Services	Each individual with dedicated space can request a high-end digital business telephone and a direct-dial dedicated phone number. Normal local and international phone usage is included on an unmetered basis (you will not be billed for your domestic calls). Our phone system provides computerized voice-mail with local and remote access. International calls carry a separate charge. This service is not provided for coworking clients. All clients are welcome to use free VOIP services such as Skype.
Mail Services	All dedicated space offerings, as well as coworking and FlexSpace, include a mail folder and mail services.
Copier, Printer & Fax	Service includes unmetered use of black and white and color printers, commercial-grade copiers and fax machines for typical office use. For non-coworking clients, a private fax number, which routes faxes to an individual email address as pdf files, is provided for the dedicated use of your company. Additional numbers are available for a fee. Questions about printing multiple copies of brochures or extensive print jobs should be directed to a CIC staff member as these types of jobs may be requested to be taken to offsite printing service providers.
Conference Rooms & Phone Booths	Service includes unmetered use of well-appointed conference rooms with data projectors or projection screens as well as unmetered use of digital Polycom audio and video conferencing equipment. Conference rooms and phone booths are booked via a web-based booking tool. Questions regarding frequent all-day meetings or intensive use for training or other purposes can be directed to a CIC staff member for details.
Kitchen Services	CIC has fully stocked kitchens, which often include yogurts, fruits, soft drinks, and other snacks and cold beverages. CIC also stocks a full selection of gourmet coffees and a high-end by-the-cup coffee brewing system. This service is included in your service fee and fair consumption is on the honor system.
Massage Therapy	CIC maintains a massage therapy room and has a relationship with independent professional massage therapists who come in on a regular basis. CIC provides use of the massage room without charge. All fees for massage go solely to the therapist, and are not billed through CIC. Use of this service is at client discretion, and CIC is not liable.
Wellness Programs	CIC has various wellness programs that change pending interest and season. Currently there are weekly on-site yoga classes, meditation classes, a running club, and more. Some programs involve additional fees which are paid directly to the teacher and are not billed through CIC. Use of these programs and classes is at client discretion, and CIC is not liable.
Shower Rooms	CIC has several shower rooms available to clients on a first come first served basis. The shower rooms are stocked with towels and toiletries.
Nursing Room	Nursing rooms can be booked via a web-based booking tool. Each room offers soft light, comfortable seating, a private fridge, and a lockable door. While these rooms are available for other bookings, nursing bookings take precedence.
Game Room	CIC offers clients shared access to ping pong tables and a variety of gaming systems. These are available on a first-come, first-serve basis.
Venture Café	The Venture Café is a community networking event held most Thursdays at CIC Cambridge - One Broadway from 3:00pm-8:00pm and hosted by CIC Venture Cafe Global Institute, Inc.. With its "pay it forward" Contributor Model, Venture Cafe is hosted at CIC to bring together members of the local entrepreneurial and innovation community. Clients of CIC receive direct access to this weekly event. Along with hosted beer and wine, weekly Venture Cafés often include guest speakers, workshops, etc. Please note: it is a privilege and not a right to attend these gatherings, and CIC Venture Cafe Global Institute, Inc. reserves both the right to refuse service and to determine, at its sole discretion, who to invite according to its mission and policies.
Dogs at CIC	Dogs are permitted in certain designated areas of CIC's 245 Main Street location, including in some common areas such as hallways. Any Client or employee of a Client wishing to bring their dog to work at 245 Main Street must complete the "Bringing Your Dog to CIC - Application and Agreement" and receive approval in writing from CIC before bringing the dog on CIC Premises. All dog owners and related Clients must abide by the CIC Dog Policy (posted at www.cic.com/dogpolicy) at all times. CIC community members are encouraged to contact CIC staff directly with any questions or concerns about the behavior of individual dogs to help ensure

	that all CIC community members feel safe and secure in their workplaces.
Other Benefits & Discounts	All CIC clients are eligible for unique discounts on a variety of benefits such as gym memberships, transportation programs such as bike and car sharing, and business services including notary publics. Benefits are added regularly, and can be viewed online in the CIC Portal.
CIC Passport	All CIC clients may use common areas, including conference rooms, phone booths, kitchens, and coworking areas, in any CIC location worldwide. Please note: since the real estate prices at our different locations vary, if you begin to consistently use a more expensive location more than 20% of the time, you may be asked to switch your primary reservation to that location for billing purposes.

CIC@4220

Address: 4220 Duncan Avenue, St. Louis, MO 63110

Licensors: CIC 4220 Duncan, LLC

Landlord: 4220 Duncan, LLC

Insurance Requirements:

Coverages & Limits: With respect to the spaces it makes use of from time to time within the Premises, Client agrees to maintain at its own cost during the term hereof insurance coverage for Comprehensive General Liability Insurance (“CGL”) in an amount not less than \$1,000,000 for general property damage and personal injury (including, without limitation, bodily injury, sickness, disease, and death) and \$2,000,000 in aggregate liability coverage, as well as a policy of fire, vandalism, malicious mischief, extended coverage and so-called “all risk” coverage insurance in an amount equal to one hundred percent (100%) of the replacement cost insuring all of Client’s furniture, equipment, fixtures and property of every kind, nature and description which may be in or upon the Premises. The insurance required herein must be placed with insurers authorized to do business where the Premises are located, with a rating of not less than “A-VIII” in the current Best’s Insurance Reports. To the extent required by law, Client also shall carry Worker’s Compensation Insurance. All insurance policies required hereunder shall be written as primary policies and not contributing to or in excess of any coverage CIC or the Licensors may otherwise maintain.

Additional Insureds: Client agrees directly and on behalf of their insurer that the following entities shall be considered additional insureds (“Additional Insureds”) on a primary and non-contributory basis under their general liability insurance and the required Omnibus Endorsement outlined below:

CIC 4220 Duncan, LLC; CIC Innovation Communities, LLC d/b/a CIC; CIC Innovation Services, LLC; CIC University Projects, LLC; CIC Property Management, LLC; CIC USA Holdings, LLC; CIC Health, LLC; CIC Health Testing Services, LLC; CIC Venture Cafe Global Institute Inc.; The Cambridge Incubator, LLC; CIC Founder Holdco Inc.; 4220 Duncan, LLC; 4220 Duncan Holding, LLC; LS 4220 Duncan JV, LLC; Wexford Asset Management, LLC; Wexford Equities, LLC; Wexford Development, LLC; Wexford Science & Technology, LLC; Ventas Life Sciences, LLC; VTR; Innovation Studio, Inc.; Venture Cafe St. Louis, Inc.; and any other entity that CIC may require to be added to this Exhibit A over time.

Omnibus Endorsement (to appear on COI): To demonstrate the above, such CGL and the certificate of insurance must include precisely the following endorsement (the “Omnibus Endorsement”):

“CIC Innovation Communities, LLC and those entities listed in Exhibit A of the Service Agreement between the named insured and CIC Innovation Communities, LLC, as it may be amended from time to time, are included as Additional Insureds on a primary and non-contributory basis under this Commercial General Liability Insurance.”

Certificate Holder: The Certificate Holder should be as follows:

CIC 4220 Duncan, LLC
4220 Duncan Ave – 2nd Floor
St. Louis, MO 63110

COI Delivery & Sample: Prior to the date Client first operates in or uses the Premises, Client shall provide CIC with a compliant ACORD 25-S or ACORD-28 certificate of insurance which must spell out the Omnibus Endorsement. A sample ACORD 25-S certificate is included for your convenience.

Building Details:

The building provides HVAC services 24/7 with energy efficient setbacks after normal business hours, which are currently deemed to be Monday through Friday from 8am to 8pm and Saturdays from 8am to 1pm.

For purposes of insurance, the insurer may wish to have the following information:

- The building was built in 2018.
- The construction type is steel superstructure w/concrete slabs.
- The building is five stories plus the roof for mechanical.
- The building is sprinklered, has hardwired smoke detectors, a central fire alarm system, and emergency lighting.

-Emergency Procedures:

A copy of the building’s emergency procedures is available at cic.com/emergency.

Accepted Payment Methods: ACH auto-debit, corporate or personal check, wire transfer, and ACH credit.

Additional Agreement Provisions:

The following language is included in any Agreement with respect to this location:

1. Client shall comply with that certain policy, as the same may be reasonably amended from time to time, established by the non-profit Center of Research Technology and Entrepreneurial Exchange ("CORTEX"), or its affiliate, regarding the provision to CORTEX of notices of job openings at the Premises, which job opening information may be posted or published by CORTEX and forwarded to appropriate governmental agencies.
2. Covered Disputes: Covered Disputes shall be settled by arbitration administered by the American Arbitration Association ("AAA"). Covered Disputes include all claims, rights, demands, losses, and causes of action arising: in contract, whether express or implied; or in tort; or under any common law theories; or under any covenants of good faith and fair dealing; or under any CIC policy; or under any federal, state, or municipal statute, executive order, regulation or ordinance. This arbitration agreement shall not prohibit actions solely seeking injunctive relief necessary to protect either party's rights. With the exception of actions set forth above, arbitration shall be the exclusive means through which CIC and Client may seek relief in connection with any Covered Disputes. CIC and Client expressly waive their right to a trial by judge or by jury of any Covered Dispute, as well as their right to appeal the decision rendered by the arbitrator except on the grounds that the decision was procured by corruption, fraud or other undue influence or on the grounds specifically set forth in a statute applicable to vacating an arbitration award under this arbitration agreement. Client agrees that if Client wishes to assert a claim against CIC or the Licensors, the Client must present to CIC a written request for arbitration within six (6) months of the date on which the Client knows or should have known of the Covered Dispute against CIC or the Licensors. Likewise, CIC must present a written request for arbitration to the Client against whom it wishes to assert a claim within the same time frame. Failure by either the Client or CIC to present such a request within this time shall constitute a waiver of the right to recover relief in any forum in connection with the Covered Dispute. Unless otherwise agreed to by Client and CIC, the arbitration shall take place in AAA's office closest to CIC's headquarters. CIC and Client shall select a single arbitrator in accordance with applicable AAA real estate arbitration rules. The party bringing the dispute to arbitration shall cover all costs of the arbitration until such time as the arbiter may choose to allocate costs differently. CIC and Client are entitled to discovery sufficient to adequately arbitrate their Covered Disputes, including, but not limited to, access to essential documents and witnesses, as determined by the arbitrator. The arbitrator shall apply the law designated in the Agreement. The arbitrator shall have the discretion to award monetary and other damages, or to award no damages, and to fashion any other relief that would otherwise be available in court. The arbitrator will issue a written arbitration decision that reveals the essential findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration provision shall survive the termination of the Agreement.
3. Rules and Regulations: Nothing in these rules and regulations (the "Rules and Regulations") shall supplant any provision of the Agreement. In the event of a conflict or inconsistency between these Rules and Regulations and the Agreement, the Rules and Regulations shall prevail. The building the Premises is located within is referred to herein as the "Building". The Rules and Regulations are as follows:
 - a. Client shall not encumber or obstruct the common entrances, lobbies, elevators, sidewalks and stairways of the Building or use them for any purposes other than ingress or egress to and from the Building.
 - b. Except as specifically provided in the Agreement to which these Rules and Regulations are attached, no sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside of the Premises or Building without CIC's prior written consent. CIC and Landlord shall have the right to remove, at Client's sole cost and expense and without notice, any sign installed or displayed in violation of this rule.
 - c. If CIC or Landlord objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises or placed on any windowsill, which window, door or windowsill is (a) visible from the exterior of the Premises and (b) not included in plans approved by CIC and Landlord, then Client shall promptly remove said curtains, blinds, shades, screens or hanging plants or other similar objects at its sole cost and expense.
 - d. Large deliveries shall be made no later than 8 a.m. and no earlier than 6 p.m. on weekdays, or at any time on weekends or holidays. No deliveries shall be made that impede or interfere with other tenants in or the operation of the Building. Movement of furniture, office equipment or any other large or bulky material(s) through the common areas shall be restricted to such hours as Landlord may designate and shall be subject to reasonable restrictions that Landlord may impose. Any use of the freight elevator shall be coordinated with CIC in advance.
 - e. Client shall not place a load upon any floor of the Premises that exceeds the load per square foot that (a) such floor was designed to carry or (b) is allowed by applicable laws. Fixtures and equipment that cause noises or vibrations that may be transmitted to the structure of the Building to such a degree as to be objectionable to other clients or tenants shall be placed and maintained by Client, at Client's sole cost and expense, on vibration eliminators or other devices sufficient to eliminate such noises and vibrations to levels reasonably acceptable to CIC, Landlord and any other affected parties.
 - f. Client shall not install any radio, television or other antennae; cell or other communications equipment; or other devices on the roof or exterior walls of the Premises except in accordance with the Agreement. Client shall not interfere with radio, television or other digital or electronic communications at the Building or elsewhere.
 - g. Canvassing, peddling, soliciting and distributing handbills or any other written material within, on or around the Building are prohibited.
 - h. Client shall store all of its trash and garbage in receptacles within the Premises or in receptacles designated by Landlord outside of the Premises. Client shall not place in any such receptacle any material that cannot be disposed of in the ordinary and customary manner of trash and garbage disposal.

- i. The Premises shall not be used for lodging or for any improper, immoral or objectionable purpose. Except as provided in the Agreement, no cooking shall be done or permitted in the Premises.
 - j. Client shall comply with all safety, fire protection and evacuation procedures and regulations established by CIC, Landlord, or any governmental authority.
 - k. Client shall not modify any locks to the Premises.
 - l. Client shall cooperate and participate in all reasonable security programs affecting the Premises.
 - m. Client shall not permit any animals in the Building, except for service animals.
 - n. Bicycles shall not be taken into the Building (including the elevators and stairways of the Building) except into areas designated by CIC or Landlord. Hoverboards are prohibited in the Building and Premises.
 - o. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be deposited therein.
 - p. Discharge of industrial sewage shall only be permitted if Client, at its sole expense, first obtains all necessary permits and licenses therefor from all applicable governmental authorities.
 - q. Smoking is prohibited in the Building.
 - r. Client shall comply with all orders, requirements and conditions now or hereafter imposed by applicable laws or reasonably imposed by CIC and/or Landlord in a manner consistent with first class office/research buildings in the Cortex sub-market ("Waste Regulations") regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash generated by Client (collectively, "Waste Products"), including (without limitation) the separation of Waste Products into receptacles reasonably approved by CIC and Landlord and the removal of such receptacles in accordance with any collection schedules prescribed by Waste Regulations.
 - s. CIC may waive any one or more of these Rules and Regulations for the benefit of Client or any other party, but no such waiver by CIC shall be construed as a waiver of such Rules and Regulations in favor of Client or any other such party, nor prevent CIC from thereafter enforcing any such Rules and Regulations against any or all of the clients, including Client.
 - t. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Agreement.
 - u. CIC reserves the right to make such other and reasonable rules and regulations as, in its judgment, may from time to time be needed for safety and security, the care and cleanliness of the Premises and Building, or the preservation of good order therein; provided, however, that CIC shall provide written notice (email being sufficient) to Client of such rules and regulations prior to them taking effect. Client agrees to abide by these Rules and Regulations and any additional rules and regulations issued or adopted by CIC or Landlord.
 - v. Client shall be responsible for the observance of these Rules and Regulations by its agents, employees, invitees, contractors, licensees, guests, or assignees (individually and collectively referred to as "Client Party" or "Client Parties" herein).
4. Permitted Use:
- a. Client shall use the Premises in accordance with the Permitted Use (as defined below) and shall not use the Premises or permit the Premises to be used for any other purpose without CIC's prior written consent, which CIC may withhold in its sole and absolute discretion.
 - b. Subject to the Restricted Uses (as defined below) and other terms and provisions set forth herein, the Permitted Use is defined as general office use. Client's use shall be in conformity with all federal, state, municipal and local laws, codes, ordinances, rules and regulations of governmental authorities, committees, associations, or other regulatory committees, agencies or governing bodies having jurisdiction over the Premises, Building, CIC, or Landlord, including both statutory and common law, and hazardous waste rules and regulations.
 - c. The "Restricted Uses" are any uses which are not permitted within the Premises and Building. Client shall not use, or permit to be used, any portion of the Premises for the following Restricted Uses and other restrictions set forth herein:
 - i. Any trade or business consisting of the operation, whether primary or an accessory use, of (a) a shooting gallery, (b) an adult bookstore or facility selling or displaying adult or pornographic books, literature or videos, (c) an establishment offering bingo or similar games of chance, (d) a video game or amusement arcade, (e) a private or commercial golf course, (f) a country club, (g) a massage parlor, (h) a hot tub facility, (i) a suntan facility, (j) a racetrack, (k) any facility used for gambling, (l) any residential use, (m) any store the principal business of which is the sale of alcoholic beverages for consumption off-premises, (n) drug or addiction treatment centers or clinics, (o) parole or probation offices, (p) the sale of marijuana or products using marijuana or similar drugs that are illegal to manufacture or distribute or sell, (q) fitness and athletic training center offering the use of fitness machines, group exercise classes, personal training, nutrition counseling, and medical massage therapy, or (r) any other trade, business, or activity prohibited to be carried on by Section 45D of the Internal Revenue Code of 1986, including any regulations, rulings, amendments, explanations issued to implement, explain, clarify or define provisions of such, or any other guidance published by the IRS;
 - ii. All other uses that are expressly prohibited by this Agreement.
 - d. Client acknowledges that CIC or Landlord may impose future Restricted Uses on the Premises. CIC will use reasonable efforts to give Client not less than twenty five (25) days advance written notice (email being sufficient) in reasonable detail of any future Restricted Use, provided that no future Restricted Use will preclude Client from using the Premises for the Permitted Use. Client shall not be bound by any Restricted Uses not contained herein until such time as Client has received a true and accurate copy of the provisions that describe the relevant restriction from CIC.

Overview of Offerings – CIC@4220

Office Workspace	CIC's offering includes flexible, expandable office space configured for use by growing companies. We provide access control using electronic keys and recorded video. All normal office utilities and services, such as electricity, HVAC, trash pickup, etc. are included. Access is available on a 24 x 7 x 365 basis. Only FlexSpace clients have limitations on the numbers of hours they can access CIC.
Office Furniture	Each individual with dedicated space is provided with a complete workstation, including a desk, adjustable office chair and locking file storage space available upon request. Additional furniture such as whiteboards or shelving is available in most instances at no extra charge. Clients with no dedicated space will have access to shared work areas.
Guest Reception	All dedicated space offerings as well as FlexSpace include guest reception services to greet guests for clients.
Internet	Each individual is provided with a high-speed wired internet connection for office use, as well as WiFi. Other internet services (e.g. un-firewalled IPs) are subject to availability and may incur additional charges.
Phone Services	Each individual with dedicated space can request a high-end digital business telephone and a direct-dial dedicated phone number. Normal local and international phone usage is included on an unmetered basis (you will not be billed for your domestic calls). Our phone system provides computerized voice-mail with local and remote access. International calls carry a separate charge. This service is not provided for coworking clients. All clients are welcome to use free VOIP services such as Skype.
Mail Services	All dedicated space offerings, as well as FlexSpace, include a mail folder and mail services.
Copier, Printer & Fax	Service includes unmetered use of black and white and color printers and commercial-grade copiers for typical office use. A private fax number, which routes faxes to an individual email address as pdf files, is provided for the dedicated use of your company upon request. Additional numbers are available for a fee. Questions about printing multiple copies of brochures or extensive print jobs should be directed to a CIC staff member as these types of jobs may be requested to be taken to offsite printing service providers.
Conference Rooms & Phone Booths	Service includes unmetered use of well-appointed conference rooms, some which include Apple TV for wireless data projection from Apple devices, as well as unmetered use of Polycom speakerphones. Conference rooms and phone booths are booked via webpage. Questions regarding frequent all-day meetings or intensive use for training or other purposes can be directed to a CIC staff member for details.
Kitchen Services	Clients will be able to enjoy various snacks and a selection of soda, gourmet coffees and a high-end by-the-cup coffee brewing system. Fair consumption is on the honor system.
Shower Rooms	CIC has several shower rooms available to clients on a first come first served basis at the CIC@4240 location.
Nursing Room	Nursing rooms can be booked via a web-based booking tool. Each room offers soft light, comfortable seating, a private fridge, and a lockable door. While these rooms are available for other bookings, nursing bookings take precedence.
Venture Café	The Venture Café is a community networking event hosted by CIC Venture Café Global Institute, Inc., most Thursdays from 3:00pm-8:00pm at CIC@4240. With its "pay it forward" Contributor Model, CIC Venture Cafe Global Institute, Inc. was established to bring together members of the local entrepreneurial and innovation community. CIC clients receive direct access to this weekly event. Along with hosted beer and wine, weekly Venture Cafés often include speakers, workshops, etc. Please note: it is a privilege and not a right to attend these gatherings, and CIC Venture Cafe Global Institute, Inc. reserves both the right to refuse service and to determine, at its sole discretion, who to invite according to its mission and policies.
Educational Programs	Clients of CIC@4220 are able to attend educational programs hosted by the Center for Emerging Technologies (at CIC@CET) at little to no cost. CIC@4220 clients also have access to on-site mentors for support via CET's programming or through CIC's partner non-profit Venture Café (details above).

Other Benefits & Discounts	All CIC clients are eligible for unique discounts on a variety of benefits such as gym memberships, transportation programs, and business services including notary publics. Benefits are added regularly, and can be viewed online in the CIC Portal.
CIC Passport	All CIC clients may use common areas, including conference rooms, phone booths, kitchens, and coworking areas, in any CIC location worldwide. Please note: since the real estate prices at our different locations vary, if you begin to consistently use a more expensive location more than 20% of the time, you may be asked to switch your primary reservation to that location for billing purposes.

CIC@4240

Address: 4240 Duncan Avenue, St. Louis, MO 63110

Licensor: CIC 4240, LLC

Landlord: Wexford Heritage MT, LLC c/o Wexford Science & Technology, LLC

Insurance Requirements:

Coverages & Limits: With respect to the spaces it makes use of from time to time within the Premises, Client agrees to maintain at its own cost during the term hereof insurance coverage for Comprehensive General Liability Insurance ("CGL") in an amount not less than \$1,000,000 for general property damage and personal injury (including, without limitation, bodily injury, sickness, disease, and death) and \$2,000,000 in aggregate liability coverage, as well as a policy of fire, vandalism, malicious mischief, extended coverage and so-called "all risk" coverage insurance in an amount equal to one hundred percent (100%) of the replacement cost insuring all of Client's furniture, equipment, fixtures and property of every kind, nature and description which may be in or upon the Premises. The insurance required herein must be placed with insurers authorized to do business where the Premises are located, with a rating of not less than "A-VIII" in the current Best's Insurance Reports. To the extent required by law, Client also shall carry Worker's Compensation Insurance. All insurance policies required hereunder shall be written as primary policies and not contributing to or in excess of any coverage CIC or the Licensors may otherwise maintain.

Additional Insureds: Client agrees directly and on behalf of their insurer that the following entities shall be considered additional insureds ("Additional Insureds") on a primary and non-contributory basis under their general liability insurance and the required Omnibus Endorsement outlined below:

Cassidy Turley Commercial Real Estate Services, Inc. d/b/a Cushman & Wakefield; Center for Research Technology and Entrepreneurial Exchange; CIC 4240, LLC; CIC Forest Park, LLC; CIC Innovation Communities, LLC d/b/a CIC; CIC Innovation Services, LLC; CIC University Projects, LLC; CIC Property Management, LLC; CIC USA Holdings, LLC; CIC Health, LLC; CIC Health Testing Services, LLC; CIC Venture Cafe Global Institute Inc.; CIC Founder Holdco Inc.; Cortex; Midwest BankCentre; SLLC Real Estate II, LLC; St. Louis Development Corporation; The Cambridge Incubator, LLC; The Center for Emerging Technologies; The Land Clearance for Redevelopment Authority of the City of Louis; The Missouri Department of Economic Development; The Missouri Development Finance Corp.; The U.S. Economic Development Administration; The University of Missouri; Ventas, Inc.; Ventas Life Sciences, LLC; Innovation Studio, Inc.; Venture Cafe St. Louis, Inc.; VTR LS Heritage Manager, LLC; VTR LS Realty Holdings II, Inc.; Wexford Asset Management, LLC; Wexford Equities, LLC; Wexford Heritage MT, LLC; Wexford Heritage Holding, LLC Wexford Heritage, LLC; Wexford Science & Technology, LLC; and any other entity that CIC may require to be added to this Exhibit A over time.

Omnibus Endorsement (to appear on COI): To demonstrate the above, such CGL and the certificate of insurance must include precisely the following endorsement (the "Omnibus Endorsement"):

"CIC Innovation Communities, LLC and those entities listed in Exhibit A of the Service Agreement between the named insured and CIC Innovation Communities, LLC, as it may be amended from time to time, are included as Additional Insureds on a primary and non-contributory basis under this Commercial General Liability Insurance."

Certificate Holder: The Certificate Holder should be as follows:

CIC 4240, LLC
4240 Duncan Ave - Suite 200
St. Louis, MO 63110

COI Delivery & Sample: Prior to the date Client first operates in or uses the Premises, Client shall provide CIC with a compliant ACORD 25-S or ACORD-28 certificate of insurance which must spell out the Omnibus Endorsement. A sample ACORD 25-S certificate is included for your convenience.

Building Details:

The building provides HVAC services 24/7.

For purposes of insurance, the insurer may wish to have the following information:

- The building was built in 1947.
- The construction type is brick.
- The sprinkler system was installed in February 2013 in accordance with NFPA 13 and NFPA 14, 2009 IBC building code installation in compliance with City of St. Louis Fire Code requirements. This is the same time the building was converted from warehouse to office.

-Emergency Procedures:

A copy of the building's emergency procedures is available at cic.com/emergency.

Accepted Payment Methods: ACH auto-debit, corporate or personal check, wire transfer, and ACH credit.

Additional Agreement Provisions:

The following language is included in any Agreement with respect to this location:

1. Client shall comply with that certain policy, as the same may be reasonably amended from time to time, established by the non-profit Center of Research Technology and Entrepreneurial Exchange ("CORTEX"), or its affiliate, regarding the provision to CORTEX of notices of job openings at the Premises, which job opening information may be posted or published by CORTEX and forwarded to appropriate governmental agencies.
2. Covered Disputes: Covered Disputes shall be settled by arbitration administered by the American Arbitration Association ("AAA"). Covered Disputes include all claims, rights, demands, losses, and causes of action arising: in contract, whether express or implied; or in tort; or under any common law theories; or under any covenants of good faith and fair dealing; or under any CIC policy; or under any federal, state, or municipal statute, executive order, regulation or ordinance. This arbitration agreement shall not prohibit actions solely seeking injunctive relief necessary to protect either party's rights. With the exception of actions set forth above, arbitration shall be the exclusive means through which CIC and Client may seek relief in connection with any Covered Disputes. CIC and Client expressly waive their right to a trial by judge or by jury of any Covered Dispute, as well as their right to appeal the decision rendered by the arbitrator except on the grounds that the decision was procured by corruption, fraud or other undue influence or on the grounds specifically set forth in a statute applicable to vacating an arbitration award under this arbitration agreement. Client agrees that if Client wishes to assert a claim against CIC or the Licensors, the Client must present to CIC a written request for arbitration within six (6) months of the date on which the Client knows or should have known of the Covered Dispute against CIC or the Licensors. Likewise, CIC must present a written request for arbitration to the Client against whom it wishes to assert a claim within the same time frame. Failure by either the Client or CIC to present such a request within this time shall constitute a waiver of the right to recover relief in any forum in connection with the Covered Dispute. Unless otherwise agreed to by Client and CIC, the arbitration shall take place in AAA's office closest to CIC's headquarters. CIC and Client shall select a single arbitrator in accordance with applicable AAA real estate arbitration rules. The party bringing the dispute to arbitration shall cover all costs of the arbitration until such time as the arbiter may choose to allocate costs differently. CIC and Client are entitled to discovery sufficient to adequately arbitrate their Covered Disputes, including, but not limited to, access to essential documents and witnesses, as determined by the arbitrator. The arbitrator shall apply the law designated in the Agreement. The arbitrator shall have the discretion to award monetary and other damages, or to award no damages, and to fashion any other relief that would otherwise be available in court. The arbitrator will issue a written arbitration decision that reveals the essential findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration provision shall survive the termination of the Agreement.

Overview of Offerings – CIC@4240

Office Workspace	CIC's offering includes flexible, expandable office space configured for use by growing companies. We provide access control using electronic keys and recorded video. All normal office utilities and services, such as electricity, HVAC, trash pickup, etc. are included. Access is available on a 24 x 7 x 365 basis. Only FlexSpace clients have limitations on the numbers of hours they can access CIC.
Office Furniture	Each individual with dedicated space is provided with a complete workstation, including a desk, adjustable office chair and locking file storage space available upon request. Additional furniture such as whiteboards or shelving is available in most instances at no extra charge. Clients with no dedicated space will have access to shared work areas.
Guest Reception	All dedicated space offerings as well as FlexSpace include guest reception services to greet guests for clients.
Internet	Each individual is provided with a high-speed wired internet connection for office use, as well as WiFi. Other internet services (e.g. un-firewalled IPs) are subject to availability and may incur additional charges.
Phone Services	Each individual with dedicated space can request a high-end digital business telephone and a direct-dial dedicated phone number. Normal local and international phone usage is included on an unmetered basis (you will not be billed for your domestic calls). Our phone system provides computerized voice-mail with local and remote access. International calls carry a separate charge. This service is not provided for coworking clients. All clients are welcome to use free VOIP services such as Skype.
Mail Services	All dedicated space offerings, as well as FlexSpace, include a mail folder and mail services.
Copier, Printer & Fax	Service includes unmetered use of black and white and color printers and commercial-grade copiers for typical office use. A private fax number, which routes faxes to an individual email address as pdf files, is provided for the dedicated use of your company upon request. Additional numbers are available for a fee. Questions about printing multiple copies of brochures or extensive print jobs should be directed to a CIC staff member as these types of jobs may be requested to be taken to

	offsite printing service providers.
Conference Rooms & Phone Booths	Service includes unmetered use of well-appointed conference rooms, some which include Apple TV for wireless data projection from Apple devices, as well as unmetered use of Polycom speakerphones. Conference rooms and phone booths are booked via webpage. Questions regarding frequent all-day meetings or intensive use for training or other purposes can be directed to a CIC staff member for details.
Kitchen Services	Clients will be able to enjoy various snacks and a selection of soda, gourmet coffees and a high-end by-the-cup coffee brewing system. Fair consumption is on the honor system.
Shower Rooms	CIC has several shower rooms available to clients on a first come first served basis.
Nursing Room	Nursing rooms can be booked via a web-based booking tool. Each room offers soft light, comfortable seating, a private fridge, and a lockable door. While these rooms are available for other bookings, nursing bookings take precedence.
Venture Café	The Venture Café is a community networking event hosted by CIC Venture Café Global Institute, Inc., most Thursdays from 3:00pm-8:00pm at CIC@4240. With its “pay it forward” Contributor Model, CIC Venture Café Global Institute, Inc. was established to bring together members of the local entrepreneurial and innovation community. CIC clients receive direct access to this weekly event. Along with hosted beer and wine, weekly Venture Cafés often include speakers, workshops, etc. Please note: it is a privilege and not a right to attend these gatherings, and CIC Venture Café Global Institute, Inc. reserves both the right to refuse service and to determine, at its sole discretion, who to invite according to its mission and policies.
Educational Programs	Clients of CIC@4240 are able to attend educational programs hosted by the Center for Emerging Technologies (at CIC@CET) at little to no cost. CIC@4240 clients also have access to on-site mentors for support via CET’s programming or through CIC’s partner non-profit Venture Café (details above).
Other Benefits & Discounts	All CIC clients are eligible for unique discounts on a variety of benefits such as gym memberships, transportation programs, and business services including notary publics. Benefits are added regularly, and can be viewed online in the CIC Portal.
CIC Passport	All CIC clients may use common areas, including conference rooms, phone booths, kitchens, and coworking areas, in any CIC location worldwide. Please note: since the real estate prices at our different locations vary, if you begin to consistently use a more expensive location more than 20% of the time, you may be asked to switch your primary reservation to that location for billing purposes.

CIC@CET**Address:** 20 South Sarah Street, St. Louis, MO 63108**Licensor:** CIC Forest Park, LLC**Landlord:** The Center for Emerging Technologies and The Land Clearance for Redevelopment Authority

The Licensor is the manager of these licensed facilities which are owned in part by the Center for Emerging Technologies ("CET") and in part by the Land Clearance for Redevelopment Authority ("LCRA"). CET and the LCRA, and their respective successors and assigns, may be referred to as Landlord in this Agreement. Licensor, in its capacity as manager, is authorized to enter into license agreements with Clients through this Agreement.

Insurance Requirements:

Coverages & Limits: With respect to the spaces it makes use of from time to time within the Premises, Client agrees to maintain at its own cost during the term hereof insurance coverage for Comprehensive General Liability Insurance ("CGL") in an amount not less than \$1,000,000 for general property damage and personal injury (including, without limitation, bodily injury, sickness, disease, and death) and \$2,000,000 in aggregate liability coverage, as well as a policy of fire, vandalism, malicious mischief, extended coverage and so-called "all risk" coverage insurance in an amount equal to one hundred percent (100%) of the replacement cost insuring all of Client's furniture, equipment, fixtures and property of every kind, nature and description which may be in or upon the Premises. The insurance required herein must be placed with insurers authorized to do business where the Premises are located, with a rating of not less than "A-VIII" in the current Best's Insurance Reports. To the extent required by law, Client also shall carry Worker's Compensation Insurance. All insurance policies required hereunder shall be written as primary policies and not contributing to or in excess of any coverage CIC or the Licensors may otherwise maintain.

Additionally, all such CGL must have the following coverages and limits:

- (a) Products and Completed Operations Liability: \$1,000,000
- (b) Personal Injury/Advertising Injury Liability: \$1,000,000
- (c) Fire Legal Liability: \$300,000 (\$1,000,000 required for lab spaces)
- (d) Medical Payments: \$5,000
- (e) Contractual Liability (including contractual indemnity): \$1,000,000
- (f) Pollution Liability: \$1,000,000 (CIC may choose to waive the pollution liability requirement for Licensees who do not operate in or use laboratories)

Additional Insureds: Client agrees directly and on behalf of their insurer that the following entities shall be considered additional insureds ("Additional Insureds") on a primary and non-contributory basis under their general liability insurance and the required Omnibus Endorsement outlined below:

Cassidy Turley Commercial Real Estate Services, Inc. d/b/a Cushman & Wakefield; Center for Research Technology and Entrepreneurial Exchange; CIC 4240, LLC; CIC Forest Park, LLC; CIC Innovation Communities, LLC d/b/a CIC; CIC Innovation Services, LLC; CIC University Projects, LLC; CIC USA Holdings, LLC; CIC Health, LLC; CIC Health Testing Services, LLC; CIC Venture Cafe Global Institute Inc.; CIC Founder Holdco Inc.; Cortex; Midwest BankCentre; SLLC Real Estate II, LLC; St. Louis Development Corporation; The Cambridge Incubator, LLC; The Center for Emerging Technologies; The Land Clearance for Redevelopment Authority of the City of Louis; The Missouri Department of Economic Development; The Missouri Development Finance Corp.; The U.S. Economic Development Administration; The University of Missouri; Innovation Studio, Inc.; Venture Cafe St. Louis, Inc.; and any other entity that CIC may require to be added to this Exhibit A over time.

Omnibus Endorsement (to appear on COI): To demonstrate the above, such CGL and the certificate of insurance must include precisely the following endorsement (the "Omnibus Endorsement"):

"CIC Innovation Communities, LLC and those entities listed in Exhibit A of the Service Agreement between the named insured and CIC Innovation Communities, LLC, as it may be amended from time to time, are included as Additional Insureds on a primary and non-contributory basis under this Commercial General Liability Insurance."

Certificate Holder: The Certificate Holder should be as follows:

CIC Forest Park, LLC
4041 Forest Park Ave.
St. Louis, MO 63108

COI Delivery & Sample: Prior to the date Client first operates in or uses the Premises, Client shall provide CIC with a compliant ACORD 25-S or ACORD-28 certificate of insurance which must spell out the Omnibus Endorsement. A sample ACORD 25-S certificate is included for your convenience.

Building Details:**Building I – 4041 Forest Park Avenue**

Built in 1907 and made of reinforced concrete and is a two stories, flat slab construction. An addition of a single story steel infill building with a concrete room was constructed in 1947. Both structures were completely renovated in 1998.

Dorris Building – 20 South Sarah Street

First two floors constructed in 1907 and third added in 1909, the whole building was completely renovated in 2000. The Dorris Building is brick, with wooden joists and beams, cast iron columns on the first and second floors and some on the third. Floors are double wooden subfloors with 3.5 inch light weight cement covering 3/4" particle board. Two thick brick walls trisect the building. New block construction and steel stairs at the north and south ends of the building.

Both structures are connected by an enclosed breezeway and are completely sprinklered with annual inspection and are monitored 24/7 for fire detection. Inside and outside security cameras are also monitored 24/7.

-Emergency Procedures:

A copy of the building's emergency procedures is available at cic.com/emergency.

Accepted Payment Methods: ACH auto-debit, corporate or personal check, wire transfer, and ACH credit.

Additional Agreement Provisions:

1. Choice of Law: All references to "Commonwealth of Massachusetts" and "Massachusetts" in Section 29 of the Agreement regarding Choice of Law are hereby replaced respectively with "State of Missouri" and "Missouri".
2. Landlord Definition: All references to "Landlord" throughout the Agreement are hereby replaced with the term "Owner".
3. Reporting: Founded in 1998, the Center for Emerging Technologies (CET) is the largest and oldest Innovation Center in Missouri. An affiliate of the Cortex Innovation Community since 2012, CET fills an important program role in the Cortex district and broader St. Louis region. CIC will request questionnaires to be completed in regards to Client's activities within the Premises for reporting purposes annually. Client agrees to complete any such questionnaires in a timely manner. The information collected is required bi-annually from each client company at CET by the Missouri Technology Corporation due to CET's status as a state innovation center. This data is compiled and reported collectively to ensure that each individual company's data is kept confidential.
4. Covered Disputes: Covered Disputes shall be settled by arbitration administered by the American Arbitration Association ("AAA"). Covered Disputes include all claims, rights, demands, losses, and causes of action arising: in contract, whether express or implied; or in tort; or under any common law theories; or under any covenants of good faith and fair dealing; or under any CIC policy; or under any federal, state, or municipal statute, executive order, regulation or ordinance. This arbitration agreement shall not prohibit actions solely seeking injunctive relief necessary to protect either party's rights. With the exception of actions set forth above, arbitration shall be the exclusive means through which CIC and Client may seek relief in connection with any Covered Disputes. CIC and Client expressly waive their right to a trial by judge or by jury of any Covered Dispute, as well as their right to appeal the decision rendered by the arbitrator except on the grounds that the decision was procured by corruption, fraud or other undue influence or on the grounds specifically set forth in a statute applicable to vacating an arbitration award under this arbitration agreement. Client agrees that if Client wishes to assert a claim against CIC or the Licensors, the Client must present to CIC a written request for arbitration within six (6) months of the date on which the Client knows or should have known of the Covered Dispute against CIC or the Licensors. Likewise, CIC must present a written request for arbitration to the Client against whom it wishes to assert a claim within the same time frame. Failure by either the Client or CIC to present such a request within this time shall constitute a waiver of the right to recover relief in any forum in connection with the Covered Dispute. Unless otherwise agreed to by Client and CIC, the arbitration shall take place in AAA's office closest to CIC's headquarters. CIC and Client shall select a single arbitrator in accordance with applicable AAA real estate arbitration rules. The party bringing the dispute to arbitration shall cover all costs of the arbitration until such time as the arbiter may choose to allocate costs differently. CIC and Client are entitled to discovery sufficient to adequately arbitrate their Covered Disputes, including, but not limited to, access to essential documents and witnesses, as determined by the arbitrator. The arbitrator shall apply the law designated in the Agreement. The arbitrator shall have the discretion to award monetary and other damages, or to award no damages, and to fashion any other relief that would otherwise be available in court. The arbitrator will issue a written arbitration decision that reveals the essential findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration provision shall survive the termination of the Agreement.

IF AT ANY TIME CLIENT STORES, HANDLES, TRANSPORTS, GENERATES, OR TREATS HAZARDOUS SUBSTANCES ON OR ABOUT THE PREMISES, BUILDING, OR ANY PORTION THEREOF, OR USES OR OCCUPIES ANY WORKSPACE DEEMED TO BE A LABORATORY BY CIC, THEN THE FOLLOWING SECTIONS #5 ENVIRONMENTAL, HEALTH, AND SAFETY PROVISIONS, #6 FIRE AND FIRE INSURANCE, #7 HOLDOVER, AND #8 DEPOSIT, SHALL APPLY:

5. Environmental, Health, and Safety Provisions: Licensee is responsible for complying with all of the following terms as well as all applicable Missouri regulations regarding environmental, health and safety (EHS) in its use of the Premises and the building in which the Premises are located (the "Building"). In order to maintain the appropriate permits, programs and training, the Licensee must acknowledge and sign off on the Commitment to Safety and complete the EH&S questionnaire.
- a. No Waste, Nuisance or Unlawful Purpose: Licensee shall not commit or allow any waste of the Premises, nor shall Licensee maintain or permit any nuisance on the Premises or use the Premises for any unlawful purpose.
 - b. Compliance with Laws: At Licensee's cost, Licensee shall comply with all laws, ordinances, orders and regulations of any governmental authority which are applicable to the Premises or to Licensee's use of the Premises. Without limiting the generality of the foregoing, Licensee shall comply with all applicable federal, state and local laws, ordinances, codes, rules, permits, licensing conditions and regulations (collectively, the "Environmental Requirements") in its use of the Premises, including those regarding the handling, release and disposal of Hazardous Substances (as defined below) and the care, treatment and disposal of laboratory animals, and shall procure, at its expense, any and all licenses, permits, insurance and government approvals necessary to the operation of its business. The term "Hazardous Substance" includes any Hazardous Substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., including any amendments thereto (CERCLA), any substance, waste or other material considered hazardous, dangerous, or toxic under any of the Environmental Requirements, petroleum and petroleum products, and natural gas. The term release means any intentional or unintentional spilling, pumping, emitting, emptying, discharging, escaping, leading, dumping, disposing or abandonment of any Hazardous Substance. Licensee shall comply with all Environmental Requirements governing the discharge, release, emission, or disposal of any Hazardous Substance and prescribing methods for or other limitations on storing, handling, or otherwise managing Hazardous Substances, including the then-current versions of the following federal statutes, their state analogs, and the regulations implementing them: the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); CERCLA; the Clean Water Act (33 U.S.C. ¶ 1251 et seq.); the Clean Air Act (42 U.S.C. ¶ 7401 et seq.); and the Toxic Substances Control Act (15 U.S.C. ¶ 2601 et seq.).
 - c. Environmental Matters: If there is any violation of any Environmental Requirements by Licensee or occurring at the Premises while this Agreement is in effect, Licensee shall immediately give written notice to Licensor of such violation. Licensee shall take all steps necessary to remedy any violation of any Environmental Requirements by the Licensee, whether or not a citation or other notice of violation has been issued by a governmental authority. Licensee shall at its own expense promptly contain and remediate any release of Hazardous Substances arising from or related to Licensee's Hazardous Substance activity at the Premises and remediate any resultant damage to property, persons, or the environment. Except in the case of an emergency, Licensee shall provide written notice to Licensor, for Licensor's approval, of the steps and remediation to be performed by Licensee as set forth in the previous sentences. Licensor reserves the right periodically to conduct an environmental and safety inspection of Licensee's workspaces and the Premises where necessary, such as the heating, ventilating and air conditioning system and the laboratory exhaust venting system. The scope of such inspection may include, but need not be limited to, having the fume hoods tested and inspected. Licensee shall give prompt written notice to Licensor of any release of any Hazardous Substance at the Premises or into the surrounding environment not made in conformance with the Environmental Requirements, including a description of remediation measures and any resulting damage to persons, property or the environment. Upon termination of this Agreement, Licensee shall leave the Premises free from the presence and contamination of any Hazardous Substance. Following any breach by Licensee of the Environmental Requirements, or in response to any reasonable safety or environmental concern by Licensor and irrespective of any such breach, Licensor may withdraw its consent to Licensee's Hazardous Substance activity (or any portion thereof) by Notice to Licensee. Licensee shall terminate its Hazardous Substance activity immediately upon Notice and remove all Hazardous Substances from the Premises within fifteen (15) days from the date of such Notice, unless such breach or concern is promptly addressed and corrected by Licensee to Licensor's absolute satisfaction. Licensee shall notify Licensor in advance if Licensee's use of the Premises includes the presence, use, release, storage, or other activity involving Hazardous Substances, and shall inform Licensor of the nature, quantity and purposes for such Hazardous Substances, together with the manner in which Licensee will hold, store, use and dispose of Hazardous Substances. Licensee shall at its sole cost and expense arrange for the disposal by properly licensed persons of any hazardous waste or Hazardous Substances generated by Licensee in the Building. Licensee shall not dispose of any Hazardous Substances in the sanitary sewer system of the Building unless the Environmental Requirements permit such method of disposal and Licensor has consented to such method of disposal in writing, having determined in Licensor's absolute discretion that such disposal will not harm the sanitary sewer piping. Before Licensee uses, handles, stores, treats or disposes of any class of substances that are Hazardous Substances at the Premises, Licensee shall give Licensor at least ten (10) days prior written notice identifying the intended quantities, uses, disposal or treatment methods and storage locations thereof. In using each such Hazardous Substance, Licensee shall comply with all applicable Environmental Requirements, the requirements of this Agreement and Exhibit A, and all applicable generally accepted safety conditions. In addition, Licensor shall have the right to specify in writing additional conditions for the use, handling, storage, treatment or disposal of each such class of Hazardous Substances, all of which Licensee shall comply with.
 - d. Discharge into Sewers: Licensee shall not discharge into the wastewater or stormwater systems of the Metropolitan Sewer District (MSD) any substance in violation of applicable laws, ordinances, orders or regulations or, without limiting the generality of the foregoing, substances (i) prohibited by Ordinance No. 12559 of MSD, or (ii) if permitted by Ordinance No. 12559 of MSD after an appropriate NPDES or other permit has been obtained, but for which such permit has not been obtained or is not in effect, or (iii) which otherwise is prohibited under Ordinance No. 12559 of MSD.

- e. Animals: Licensee shall not, without the prior written consent of Licensor, which may be given or withheld in Licensor's absolute discretion, keep or use any animals on the Premises. If Licensor grants such consent at any time and Licensee keeps or uses animals on the Premises, Licensee shall comply with all applicable requirements of the Animal Welfare Act, 7 U.S.C. ¶ 2131, et seq., as it may be amended, and all similar federal, state and local laws, codes, ordinances and regulations.
 - f. Insurance Requirements: Licensee shall comply with all requirements and requests of any insurer or underwriter under any property or liability insurance policy maintained by Licensor with respect to the Premises and with any requirements of the applicable Board of Fire Underwriters.
6. Fire and Fire Insurance: The following clause shall be added to the end of first sentence of Section 15 (Fire and Fire Insurance) of the Agreement: "...except for the regulated use of laboratory equipment (i.e. Bunsen burner)."
 7. Holdover: The following clause shall be added to the end of the Section 24 (Holdover) of the Agreement: "...and properly disposes of any remaining material, including chemicals."
 8. Deposit: A Deposit equal to two months' ongoing monthly fees is required for laboratories.

Overview of Offerings – CIC@CET

Office Workspace	CIC@CET's offering includes flexible, expandable office space configured for use by growing companies. We provide access control using electronic keys and recorded video. All normal office utilities and services, such as electricity, HVAC, etc. are included. Access is available on a 24 x 7 x 365 basis.
Lab Workspace	CIC@CET also offers shared lab space. All normal office utilities and services, such as electricity, HVAC, etc. are included. Clients are responsible for adhering to all rules, regulations, and requirements pertaining to lab space as described in the Agreement and this Exhibit A.
Office Furniture	Each individual with dedicated space is provided with a complete workstation, including a desk, adjustable office chair and locking file storage space. Additional furniture such as whiteboards or shelving is available in most instances at no extra charge. Clients with no dedicated space will have access to shared work areas.
Guest Reception	All dedicated space offerings as well as coworking include guest reception services to greet guests for clients.
Internet	Each individual is provided with a high-speed wired internet connection for office use, as well as WiFi. Other internet services (e.g. un-firewalled IPs) are subject to availability and may incur additional charges.
Phone Services	Each individual with dedicated space can request a high-end digital business telephone and a direct-dial dedicated phone number. Normal local and international phone usage is included on an unmetered basis (you will not be billed for your domestic calls). Our phone system provides computerized voice-mail with local and remote access. International calls carry a separate charge. This service is not provided for coworking clients. All clients are welcome to use free VOIP services such as Skype.
Mail Services	All dedicated space offerings include a mail folder and mail services. Coworking clients can request a mail folder and mail services for no additional charge.
Copier, Printer & Fax	Service includes unmetered use of black and white and color printers, commercial-grade copiers and fax machines for typical office use. A private fax number, which routes faxes to an individual email address as pdf files, is provided for the dedicated use of your company. Additional numbers are available for a fee. Questions about printing multiple copies of brochures or extensive print jobs should be directed to a CIC staff member as these types of jobs may be requested to be taken to offsite printing service providers.
Conference Rooms & Phone Booths	Service includes unmetered use of well-appointed conference rooms, some which include Apple TV for wireless data projection from Apple devices, as well as unmetered use of Polycom speakerphones. Conference rooms and phone booths are booked via webpage. Questions regarding frequent all-day meetings or intensive use for training or other purposes can be directed to a CIC staff member for details.
Kitchen Services	Clients will be able to enjoy various snacks and a selection of soda, gourmet coffees and a high-end by-the-cup coffee brewing system. Fair consumption is on the honor system.
Shower Rooms	CIC has several shower rooms available to clients on a first come first served basis.
Nursing Room	Nursing rooms can be booked via a web-based booking tool. Each room offers soft light, comfortable seating, a private fridge, and a lockable door. While these rooms are available for other bookings, nursing bookings take precedence.

Game Room	CIC offers clients shared access to ping pong tables and a variety of gaming systems. These are available on a first-come, first-serve basis.
Venture Café	The Venture Café is a community networking event hosted by CIC Venture Cafe Global Institute, Inc., most Thursdays from 3:00pm-8:00pm at CIC@4240. With its “pay it forward” Contributor Model, CIC Venture Cafe Global Institute, Inc. was established to bring together members of the local entrepreneurial and innovation community. CIC clients receive direct access to this weekly event. Along with hosted beer and wine, weekly Venture Cafés often include speakers, workshops, etc. Please note: it is a privilege and not a right to attend these gatherings, and CIC Venture Cafe Global Institute, Inc. reserves both the right to refuse service and to determine, at its sole discretion, who to invite according to its mission and policies.
Educational Programs	Clients of CIC@CET will be able to attend educational programs hosted by the Center for Emerging Technologies at little to no cost. CIC@CET clients also have access to on-site mentors for support via CET’s programming or through CIC’s partner non-profit Venture Café (details above).
Other Benefits & Discounts	All CIC clients are eligible for unique discounts on a variety of benefits such as gym memberships, transportation programs such as bike and car sharing, and business services including notary publics. Benefits are added regularly, and can be viewed online in the CIC Portal.
CIC Passport	All CIC clients may use common areas, including conference rooms, phone booths, kitchens, and coworking areas, in any CIC location worldwide. Please note: since the real estate prices at our different locations vary, if you begin to consistently use a more expensive location more than 20% of the time, you may be asked to switch your primary reservation to that location for billing purposes.

CIC Philadelphia

Address: 3675 Market Street #200, Philadelphia, PA 19104

Licensor: CIC Philadelphia, LLC

Landlord: Wexford-SCEC 3675 Market Street, LLC

Insurance Requirements:

Coverages & Limits: With respect to the spaces it makes use of from time to time within the Premises, Client agrees to maintain at its own cost during the term hereof insurance coverage for Comprehensive General Liability Insurance ("CGL") in an amount not less than One Million Dollars (\$1,000,000) for general property damage and personal injury (including, without limitation, bodily injury, sickness, disease, and death) and Two Million Dollars (\$2,000,000) in aggregate liability coverage, as well as a policy of fire, vandalism, malicious mischief, extended coverage and so-called "all risk" coverage insurance in an amount equal to one hundred percent (100%) of the replacement cost insuring all of Client's furniture, equipment, fixtures and property of every kind, nature and description which may be in or upon the Premises. The insurance required herein must be placed with insurers authorized to do business where the Premises are located, with a rating of not less than "A-VIII" in the current Best's Insurance Reports. To the extent required by law, Client also shall carry Worker's Compensation Insurance. All insurance policies required hereunder shall be written as primary policies and not contributing to or in excess of any coverage CIC or the Licensors may otherwise maintain.

Additionally, any Client that stores, handles, transports, generates, or treats hazardous materials on site, or uses or occupies any workspace deemed to be a laboratory by CIC, must have the following coverages and limits:

- (a) Pollution and environmental liability insurance covering the environmental risks of Client's business with limits of not less than One Million Dollars (\$1,000,000) per incident and not less than Two Million Dollars (\$2,000,000) in the aggregate, with respect to environmental contamination and pollution of the Premises caused by Client or its employees, contractors, invitees, or guests. Such environmental coverage shall include bodily injury, sickness, disease, death or mental anguish or shock sustained by any person; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; and defense costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages. Coverage shall apply to both sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

Additional Insureds: Client agrees directly and on behalf of its insurer that the following entities shall be considered additional insureds ("Additional Insureds") on a primary and non-contributory basis under the insurance policies required herein and the required Omnibus Endorsement outlined below:

CIC Philadelphia, LLC; CIC Innovation Communities, LLC d/b/a CIC; CIC Innovation Services, LLC; CIC University Projects, LLC; CIC Property Management, LLC; CIC USA Holdings, LLC; CIC Health, LLC; CIC Health Testing Services, LLC; CIC Founder Holdco, Inc.; The Cambridge Incubator, LLC; CIC Venture Cafe Global Institute, Inc.; Research Park, Inc.; SCEC Ventures, Inc.; University City Science Center; VTR; Ventas Life Sciences, LLC; Ventas Wexford 3675 Joint Venture, LLC; Wexford-SCEC 3675 Market Street, LLC; Wexford-SCEC 3675 Market Street UT, LLC; Wexford-SCEC 3675 Market Street JV, LLC; Wexford Asset Management, LLC; Wexford Development, LLC; Wexford Equities, LLC; Wexford Science & Technology, LLC; and any other entity that CIC may require to be added to this Exhibit A over time.

Omnibus Endorsement (to appear on COI): To demonstrate the above, such CGL and the certificate of insurance must include precisely the following endorsement (the "Omnibus Endorsement"):

"CIC Innovation Communities, LLC and those entities listed in Exhibit A of the Service Agreement between the named insured and CIC Innovation Communities, LLC, as it may be amended from time to time, are included as Additional Insureds on a primary and non-contributory basis under this Commercial General Liability Insurance."

Certificate Holder: The Certificate Holder should be as follows:

CIC Philadelphia, LLC
3675 Market Street
Philadelphia, PA 19104

COI Delivery & Sample: Prior to the date Client first operates in or uses the Premises, Client shall provide CIC with a compliant ACORD 25-S or ACORD-28 certificate of insurance which must spell out the Omnibus Endorsement. A sample ACORD 25-S certificate is included for your convenience.

Building Details:

The building is accessible 24/7. HVAC services are provided from 8am to 8pm Monday through Friday and from 8am to 1pm on Saturday. Outside of these hours, HVAC will be kept at levels that allow for reasonably comfortable occupancy of the premises.

For purposes of insurance, the insurer may wish to have the following information:

- The building was built in 2018
- The building contains 14 floors
- Construction type is steel superstructure with concrete slabs
- Hardwired smoke detectors, sprinklers, and emergency lighting throughout the building
- Central fire alarm system

-Emergency Procedures:

A copy of the building's emergency procedures is available at cic.com/emergency.

Accepted Payment Methods: ACH auto-debit, corporate or personal check, wire transfer, and ACH credit. ACH auto-debit is required for the coworking offering.

Additional Agreement Provisions:

The following language is included in any Agreement with respect to this location:

1. **Covered Disputes:** Covered Disputes shall be settled by arbitration administered by the American Arbitration Association ("AAA"). Covered Disputes include all claims, rights, demands, losses, and causes of action arising: in contract, whether express or implied; or in tort; or under any common law theories; or under any covenants of good faith and fair dealing; or under any CIC policy; or under any federal, state, or municipal statute, executive order, regulation or ordinance. This arbitration agreement shall not prohibit actions solely seeking injunctive relief necessary to protect either party's rights. With the exception of actions set forth above, arbitration shall be the exclusive means through which CIC and Client may seek relief in connection with any Covered Disputes. **CIC and Client expressly waive their right to a trial by judge or by jury of any Covered Dispute, as well as their right to appeal the decision rendered by the arbitrator except on the grounds that the decision was procured by corruption, fraud or other undue influence or on the grounds specifically set forth in a statute applicable to vacating an arbitration award under this arbitration agreement.** Client agrees that if Client wishes to assert a claim against CIC or the Licensors, the Client must present to CIC a written request for arbitration within six (6) months of the date on which the Client knows or should have known of the Covered Dispute against CIC or the Licensors. Likewise, CIC must present a written request for arbitration to the Client against whom it wishes to assert a claim within the same time frame. **Failure by either the Client or CIC to present such a request within this time shall constitute a waiver of the right to recover relief in any forum in connection with the Covered Dispute.** At CIC's sole discretion, any of the Related Parties may participate as parties to an arbitration of a Covered Dispute under the terms of this Agreement, in which case any parallel proceeding(s) between Client and such Related Party (or Parties) shall be dismissed to the extent duplicative of the arbitration proceeding and otherwise shall be stayed while the arbitration proceeding is pending. Unless otherwise agreed to by Client and CIC, the arbitration shall take place in AAA's office closest to CIC's headquarters. The parties shall select a single arbitrator in accordance with applicable AAA real estate arbitration rules. The party bringing the dispute to arbitration shall cover all costs of the arbitration until such time as the arbiter may choose to allocate costs differently. The parties are entitled to discovery sufficient to adequately arbitrate their Covered Disputes, including, but not limited to, access to essential documents and witnesses, as determined by the arbitrator. The arbitrator shall apply the law designated in the Agreement. The arbitrator shall have the discretion to award monetary and other damages, or to award no damages, and to fashion any other relief that would otherwise be available in court. The arbitrator will issue a written arbitration decision that reveals the essential findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration provision shall survive the termination of the Agreement.
2. **Reporting:** From time to time, CIC may request questionnaires to be completed in regards to Client's activities within the Premises. Client agrees to use best efforts to complete any such questionnaires in a timely manner.
3. **Rules and Regulations:** Nothing in these rules and regulations (the "Rules and Regulations") shall supplant any provision of the Agreement. In the event of a conflict or inconsistency between these Rules and Regulations and the Agreement, the Rules and Regulations shall prevail. The building that the Premises is located within is referred to herein as the "Building". The Rules and Regulations are as follows:
 - a. Client shall not encumber or obstruct the common entrances, lobbies, elevators, sidewalks and stairways of the Building or use them for any purposes other than ingress or egress to and from the Building.
 - b. Except as specifically provided in the Agreement to which these Rules and Regulations are attached, no sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside of the Premises or Building without CIC's prior written consent. CIC and Landlord shall have the right to remove, at Client's sole cost and expense and without notice, any sign installed or displayed in violation of this rule.
 - c. If CIC or Landlord objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises or placed on any windowsill, which window, door or windowsill is (a) visible from the exterior of the Premises and (b) not included in plans approved by CIC and Landlord,

then Client shall promptly remove said curtains, blinds, shades, screens or hanging plants or other similar objects at its sole cost and expense.

- d. Large deliveries shall be made no later than 8 a.m. and no earlier than 6 p.m. on weekdays, or at any time on weekends or holidays. No deliveries shall be made that impede or interfere with other tenants in or the operation of the Building. Movement of furniture, office equipment or any other large or bulky material(s) through the common areas shall be restricted to such hours as Landlord may designate and shall be subject to reasonable restrictions that Landlord may impose. Any use of the freight elevator shall be coordinated with CIC in advance.
 - e. Client shall not place a load upon any floor of the Premises that exceeds the load per square foot that (a) such floor was designed to carry or (b) is allowed by applicable laws. Fixtures and equipment that cause noises or vibrations that may be transmitted to the structure of the Building to such a degree as to be objectionable to other clients or tenants shall be placed and maintained by Client, at Client's sole cost and expense, on vibration eliminators or other devices sufficient to eliminate such noises and vibrations to levels reasonably acceptable to CIC, Landlord and any other affected parties.
 - f. Client shall not install any radio, television or other antennae; cell or other communications equipment; or other devices on the roof or exterior walls of the Premises except in accordance with the Agreement. Client shall not interfere with radio, television or other digital or electronic communications at the Building or elsewhere.
 - g. Canvassing, peddling, soliciting and distributing handbills or any other written material within, on or around the Building are prohibited.
 - h. Client shall store all of its trash and garbage in receptacles within the Premises or in receptacles designated by Landlord outside of the Premises. Client shall not place in any such receptacle any material that cannot be disposed of in the ordinary and customary manner of trash and garbage disposal.
 - i. The Premises shall not be used for lodging or for any improper, immoral or objectionable purpose. Except as provided in the Agreement, no cooking shall be done or permitted in the Premises.
 - j. Client shall comply with all safety, fire protection and evacuation procedures and regulations established by CIC, Landlord, or any governmental authority.
 - k. Client shall not modify any locks to the Premises.
 - l. Client shall cooperate and participate in all reasonable security programs affecting the Premises.
 - m. Client shall not permit any animals in the Building, except for service animals.
 - n. Bicycles shall not be taken into the Building (including the elevators and stairways of the Building) except into areas designated by CIC or Landlord. Hoverboards are prohibited in the Building and Premises.
 - o. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be deposited therein.
 - p. Discharge of industrial sewage shall only be permitted if Client, at its sole expense, first obtains all necessary permits and licenses therefor from all applicable governmental authorities.
 - q. Smoking is prohibited in the Building.
 - r. Client shall comply with all orders, requirements and conditions now or hereafter imposed by applicable laws or reasonably imposed by CIC and/or Landlord in a manner consistent with first class office/research buildings in the Cortex sub-market ("Waste Regulations") regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash generated by Client (collectively, "Waste Products"), including (without limitation) the separation of Waste Products into receptacles reasonably approved by CIC and Landlord and the removal of such receptacles in accordance with any collection schedules prescribed by Waste Regulations.
 - s. CIC may waive any one or more of these Rules and Regulations for the benefit of Client or any other party, but no such waiver by CIC shall be construed as a waiver of such Rules and Regulations in favor of Client or any other such party, nor prevent CIC from thereafter enforcing any such Rules and Regulations against any or all of the clients, including Client.
 - t. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Agreement.
 - u. CIC reserves the right to make such other and reasonable rules and regulations as, in its judgment, may from time to time be needed for safety and security, the care and cleanliness of the Premises and Building, or the preservation of good order therein; provided, however, that CIC shall provide written notice (email being sufficient) to Client of such rules and regulations prior to them taking effect. Client agrees to abide by these Rules and Regulations and any additional rules and regulations issued or adopted by CIC or Landlord.
 - v. Client shall be responsible for the observance of these Rules and Regulations by its agents, employees, invitees, contractors, licensees, guests, or assignees (individually and collectively referred to as "Client Party" or "Client Parties" herein).
- 4. Permitted Use:**
- a. Client shall use the Premises in accordance with the Permitted Use (as defined below) and shall not use the Premises or permit the Premises to be used for any other purpose without CIC's prior written consent, which CIC may withhold in its sole and absolute discretion.

- b. Subject to the Restricted Uses (as defined below) and other terms and provisions set forth herein, the Permitted Use is defined as general office and laboratory use. Client's use shall be in conformity with all federal, state, municipal and local laws, codes, ordinances, rules and regulations of governmental authorities, committees, associations, or other regulatory committees, agencies or governing bodies having jurisdiction over the Premises, Building, CIC, or Landlord, including both statutory and common law, and hazardous waste rules and regulations.
- c. The "Restricted Uses" are any uses which are not permitted within the Premises and Building. Client shall not use, or permit to be used, any portion of the Premises for the following Restricted Uses and other restrictions set forth herein:
- i. Any use or storage involving radioactivity or radioactive materials.
 - ii. Any trade or business consisting of the operation, whether primary or an accessory use, of (a) a shooting gallery, (b) an adult bookstore or facility selling or displaying adult or pornographic books, literature or videos, (c) an establishment offering bingo or similar games of chance, (d) a video game or amusement arcade, (e) a private or commercial golf course, (f) a country club, (g) a massage parlor, (h) a hot tub facility, (i) a suntan facility, (j) a racetrack, (k) any facility used for gambling, (l) any residential use, (m) any store the principal business of which is the sale of alcoholic beverages for consumption off-premises, (n) drug or addiction treatment centers or clinics, (o) parole or probation offices, (p) the sale of marijuana or products using marijuana or similar drugs that are illegal to manufacture or distribute or sell, (q) fitness and athletic training center offering the use of fitness machines, group exercise classes, personal training, nutrition counseling, and medical massage therapy, or (r) any other trade, business, or activity prohibited to be carried on by Section 45D of the Internal Revenue Code of 1986, including any regulations, rulings, amendments, explanations issued to implement, explain, clarify or define provisions of such, or any other guidance published by the IRS;
 - iii. All other uses that are expressly prohibited by this Agreement.
- d. Client acknowledges that CIC or Landlord may impose future Restricted Uses on the Premises. CIC will use reasonable efforts to give Client not less than twenty five (25) days advance written notice (email being sufficient) in reasonable detail of any future Restricted Use, provided that no future Restricted Use will preclude Client from using the Premises for the Permitted Use. Client shall not be bound by any Restricted Uses not contained herein until such time as Client has received a true and accurate copy of the provisions that describe the relevant restriction from CIC.
5. **Compliance with Laws; Liens:** Client shall obtain all permits and licenses for the operation of its business at the Premises or its use or occupancy of the Premises and shall comply with all current and future rules and regulations of the Premises and Building. Client shall not harm the Premises or Building, commit any waste, create a nuisance or make any use of the Premises that is offensive, or act or fail to act in any manner that could result in injury or harm to any person in or about the Premises or Building. Client shall keep the Premises free and clear of any mechanics' liens and other liens. Nothing in this Agreement shall be construed as consent on the part of CIC to subject the Premises to any lien or liability under the lien laws of the state in which the Premises are located.
6. **Access and Security:** Individuals may be required to present a valid, government-issued photo identification in order to gain access to the Premises. For security purposes, we may regularly record via video certain areas of the Premises. If we deem it reasonably necessary, we may disclose information about individuals to satisfy applicable laws, rules, regulations, legal processes or government requests, or to protect CIC and/or the Related Parties, the Landlord, or other individuals, or any of our or their property. It is Client's obligation to notify their guests about this policy.
7. **Pets:** Subject to applicable laws, Client shall not bring pets or other animals onto the Premises without CIC's express prior written consent (which, if provided, may be revoked at any time in CIC's sole discretion). Client will be responsible for any injury or damage caused by any animal, Client or their employees, invitees, or guests they bring into the Premises. CIC will not be responsible for any injury to any such animal.

IF AT ANY TIME CLIENT STORES, HANDLES, TRANSPORTS, GENERATES, OR TREATS HAZARDOUS MATERIALS ON OR ABOUT THE PREMISES, BUILDING, OR ANY PORTION THEREOF, OR USES OR OCCUPIES ANY WORKSPACE DEEMED TO BE A LABORATORY BY CIC, THEN THE FOLLOWING SECTIONS #8 THROUGH #17, SHALL APPLY:

8. **Laboratory Space Management:** Client acknowledges that CIC may engage a third party to manage aspects of the operations of the laboratory space and/or to provide lab-related services within the Premises. CIC may share information concerning Client with such third party to provide services, operate our business, comply with applicable law, and otherwise as permitted by applicable law.
9. **Hazardous Materials:**
- a. According to the terms herein, Client and CIC acknowledge that in connection with Client's business on or about the Premises, Client may store and use "Hazardous Materials", defined as the following: any substances, pollutants, or other contaminants on or about the Premises which would or could be deemed or determined to be a "hazardous substance", "hazardous waste", or "hazardous material" under any federal, state or local statute, law, ordinance or regulation now or hereafter in effect, including but not limited to (a) any toxic, explosive, corrosive, flammable, infectious, carcinogenic,

mutagenic or otherwise hazardous substance, material, or waste that is or becomes regulated by applicable laws or any governmental authority, and/or (b) any (i) "chemotherapeutic waste", "infectious waste" or "medical waste" as may now or hereafter be defined by any future law, statute, order, ordinance or regulation, (ii) human corpses, remains and anatomical parts that are donated and used for scientific or medical education, research or treatment, (iii) body fluids or biological waste which are being stored at a laboratory prior to laboratory testing, and/or (iv) similar laboratory wastes and materials (the items described in clauses (i) through (iv) individually and collectively are defined as "Regulated Waste"). Client may dispose of Hazardous Materials only by use of a waste stream and procedures approved by CIC. Notwithstanding the foregoing, radioactive materials and radioactive waste are explicitly prohibited from the Premises at all times. Client's storage, use, and/or transport of Hazardous Materials and Regulated Wastes in the Premises is a "Regulated Activity". Client is solely responsible for obtaining, at Client's expense, any and all governmental permits or approvals ("Permits") required to perform any Regulated Activity except as obtained and paid for by CIC, and Client shall comply in all respects with all terms and conditions of such Permits. Furthermore, such Regulated Activities shall be conducted in accordance with standards which are observed by reputable and prudent owners, operators and managers of similar business and in compliance with all applicable laws in all respects. Under no circumstances shall Client be permitted under this Agreement to accept at the Premises or Building for processing, treatment, storage, use, or disposal any radioactive, infectious or chemotherapeutic waste generated by any other entity or facility. Under no circumstances may any such Hazardous Materials or Regulated Wastes be discharged into the sanitary sewer system of the Premises or Building, nor may Client otherwise engage in the use or disposal of any Hazardous Materials or Regulated Wastes if such use or discharge would require a discharge permit or approval from any governmental authority having jurisdiction over the sanitary sewer discharges of the Premises or Building.

- b. The handling, transportation, generation, management, disposal, processing, treatment, storage and use by Client or any Client Party of Hazardous Materials and/or Regulated Waste in or about the Premises or Building shall be subject to any and all terms, rules, and regulations set forth in this Agreement and this Exhibit A and any and all additional rules and regulations promulgated by CIC and/or Landlord from time to time regarding the same or any aspect thereof (which rules and regulations may be amended, modified, deleted or added to from time to time by CIC and/or Landlord) (individually and collectively, the "Hazmat Rules"). Any amendments, modifications, deletions, or additions to the Hazmat Rules shall be effective upon Notice thereof to Client. All Hazmat Rules are effective upon execution of this Agreement, or Client's first use of the Premises, whichever is earlier. Client and all Client Parties will cause all of its agents, employees, invitees, contractors, licensees, or assignees, or any others permitted by Client to occupy or enter the Premises or Building to at all times abide by the Hazmat Rules. In the event of any breach of any Hazmat Rules, CIC and/or Landlord shall have any remedies available at law or in equity, including but not limited to, the right to enjoin any breach of such Hazmat Rules.
- c. Client shall indemnify, save, defend (at CIC's option and with counsel reasonably acceptable to CIC) and hold CIC and the Related Parties (as defined in the Agreement) harmless from and against all claims, costs, and liabilities, including but not limited to reasonable attorneys' fees and costs of litigation, incurred or arising from or as a result of or relating to (i) a release or threatened release of Hazardous Materials and/or Regulated Waste on or about, or a contamination of, the Premises or Building or any portion thereof, or any adjacent building, caused in whole or in part by Client or any Client Party and not caused by sole negligence of CIC and/or the Related Parties, (ii) a contamination of the Premises or Building or any portion thereof, or any adjacent property, at any time now or in the future (other than if such contamination results solely from a migration of Hazardous Materials from outside the Premises not caused by Client or any Client Party), (iii) a breach by Client or any Client Party of the covenants contained in this Agreement, (iv) Client's or any Client Party's handling, transportation, generation, management, disposal, processing, treatment, storage and/or use of Regulated Waste and/or Hazardous Materials, or (v) the presence of any Regulated Waste and/or Hazardous Materials at the Premises or Building, caused in whole or in part by Client or any Client party and not caused by the sole negligence of CIC and/or the Related Parties and not existing as of the execution of this Agreement. The foregoing indemnification by Client includes, without limitation, all costs incurred by or imposed upon CIC and/or any Related Party in connection with any judgments, damages, penalties, fines, liabilities or losses (including, without limitation, diminution in value of the Premises or Building or any portion thereof, damages for the loss or restriction on use of any space or of any amenity in or around the Premises or Building, damages arising from any adverse impact on marketing of space in the Premises or Building or any portion thereof, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) or in connection with the investigation of site conditions or any clean-up or remedial removal or restoration work required by any federal, state or local governmental agency or political subdivision at any time occurring as a result of the presence of any Hazardous Materials and/or Regulated Wastes in or around the Premises or Building or any portion thereof caused or permitted by Client or any Client Party.
- d. Without limiting the foregoing, if the presence of any Hazardous Materials in, on, under or about the Premises or Building, any portion thereof, or any adjacent property caused or permitted by Client or any Client Party results in any contamination of the Premises or Building, any portion thereof or any adjacent property, then Client shall promptly take all actions at its sole cost and expense as are necessary to return the Premises and/or Building, any portion thereof or any adjacent property to its respective condition existing prior to the time of such contamination, provided that written approval of such action from CIC and the Landlord shall first be obtained, which approval shall not be unreasonably withheld; and provided, further, that it

shall be reasonable for CIC and/or Landlord to withhold its consent if such actions could have a material adverse long-term or short-term effect on the Premises or Building, any portion thereof or any adjacent property. Client's obligations under this section shall not be affected, reduced or limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Client under workers' compensation acts, disability benefit acts, employee benefit acts or similar legislation.

- e. CIC acknowledges that it is not the intent of this Agreement to prohibit Client from operating its business as permitted herein. Client may operate its business according to the custom of Client's industry so long as the use or presence of Hazardous Materials is strictly and properly monitored in accordance with applicable laws and all terms herein. As a material inducement to allow Client to use Hazardous Materials in connection with its business within the Premises, Client agrees to provide to CIC in advance of handling, transportation, generation, management, storage and use of Hazardous Materials by Client or any Client Party, Client agrees to provide to CIC the following items, collectively defined as the "Hazardous Materials Documents": (a) a list identifying each type of Hazardous Material to be present at the Premises that is subject to regulation under any applicable environmental laws that includes the chemical name, the material state (e.g., solid liquid, gas or cryogen), concentration, volume, the storage amount and storage condition (e.g., in cabinets or not in cabinets), the use amount and use condition (e.g., open use or closed use), the location (e.g., space name or number, or other identification) and if known, the chemical abstract service number, (b) a list of any and all approvals or permits from governmental authorities required in connection with the presence of such Hazardous Material at the Premises and (c) correct and complete copies of notices of violations of applicable laws related to Hazardous Materials received by Client. Client shall advise CIC of any potential changes or updates to the Hazardous Materials Documents once per quarter or prior to any material change or increase in the types or amounts of Client's or Client Parties' Hazardous Materials. Notwithstanding anything in this Agreement to the contrary, Client may redact information of a proprietary nature from the Hazardous Materials Documents prior to delivery. CIC may, at their own expense, cause the Hazardous Materials Documents to be reviewed by a person or firm qualified to analyze Hazardous Materials to confirm compliance with the provisions of this Agreement and with all applicable laws. In the event that a review of the Hazardous Materials Documents indicates non-compliance with this Agreement or any applicable laws, Client shall, at its expense, immediately and diligently take steps to bring its storage and use of Hazardous Materials into compliance. Notwithstanding anything in this Agreement to the contrary or the review into Client's Hazardous Materials Documents or use or disposal of Hazardous Materials, however, CIC and the Landlord shall not have and expressly disclaims any liability related to Client's or any Client Party's use or disposal of Hazardous Materials, it being acknowledged by Client that Client is best suited to evaluate the safety and efficacy of its Hazardous Materials usage and procedures.
- f. Client is responsible for complying with all applicable state and federal regulations and all rules and regulations (as provided to Client from time to time) regarding environmental, health, and safety (EHS) in its use of the Premises and the Building. In order to maintain the appropriate permits, programs, and training, the Client must acknowledge and sign off on the Environmental, Health and Safety Requirements provided by CIC. By signing this Agreement, you confirm that you have read and will comply with the Environmental, Health and Safety Requirements.
- g. CIC does not permit the use or storage of radioactivity anywhere on the Premises. Client will submit a CIC Hazard Assessment Form (as provided by CIC) in advance of any planned use or storage of biohazardous agents on the Premises for review and approval by CIC and the Institutional Biosafety Committee.
- h. Client shall not cause or permit any Hazardous Materials to be brought upon, kept or used in or about the Premises or Building by Client or any Client Party in violation of any applicable laws. At any time, and from time to time, prior to the termination of the Agreement, if CIC, and/or the Landlord have a reasonable basis to believe that Hazardous Materials are present in violation of any applicable laws or that contamination has occurred due to the acts or omissions of Client or a Client Party, or if so required by a lender or governmental authority, or otherwise desired by CIC, and/or the Landlord, then CIC, and/or the Landlord shall have the right to conduct appropriate tests of the Premises or Building, or any portion thereof, to demonstrate that Hazardous Materials are present in violation of applicable laws by Client or a Client Party, or that contamination has occurred due to the acts or omissions of Client or a Client Party. Client shall pay all reasonable costs of such tests if such tests reveal that Hazardous Materials exist in, on, or around the Premises or Building in violation of this Agreement or any applicable laws.
- i. Client shall promptly report to CIC of any actual or suspected presence of mold or water intrusion at the Premises.
- j. All of Client's obligations relating to Hazardous Materials, Regulated Waste, and Regulated Activities shall survive any termination of the Agreement.
- k. Notwithstanding anything to the contrary in this Agreement, CIC and/or Related Parties shall have sole control over the allocation of the maximum allowable quantity of Hazardous Materials that may be stored by Client or Client Parties (based on fire control areas (as defined in the Uniform Building Code as adopted by the city or municipality(ies) in which the Building is located (the "UBC")) within the Premises for the storage of Hazardous Materials) (the "HazMat Storage Allocation"). In the event Client or Client Parties store Hazardous Materials in quantities exceeding what CIC and/or Related Parties determines to be Client's share of the HazMat Storage Allocation (as may be re-determined by CIC and/or

- l. Related Parties as set forth above), then Client shall, at its sole cost and expense and upon CIC's written request, take such action as is necessary to ensure that it does not exceed its Client's share of the HazMat Storage Allocation. Notwithstanding anything to the contrary in this Agreement, the quantity of Hazardous Materials allowed within the Premises is specific to Client and shall not transfer to any other party. Notwithstanding anything in this Agreement to the contrary, CIC shall not have and expressly disclaims any liability related to Client's or any Client Party's use or disposal of fire control areas, it being acknowledged by Client that Client is best suited to evaluate the safety and efficacy of its Hazardous Materials usage and procedures.
 - m. Except to the extent caused by the negligence of Client and/or Client Parties, CIC agrees to indemnify, defend and hold harmless Client and Client Parties from and against any and all claims resulting from any Hazardous Materials on, in or under the Premises or Building as of the execution date of this Agreement, unless placed at the Premises or Building by Client or a Client Party. Should any claim be made against Client or any Client Party, or an action or proceeding be brought against it as set forth herein, Client shall give CIC prompt written notice thereof, and CIC shall defend such action or proceeding by counsel selected by CIC. Provided that CIC or its insurance company is defending an action or proceeding in accordance with the terms herein, no Client or Client Party shall enter into any settlement discussions or settlement of such action or proceeding without the prior written approval of CIC, which approval shall be granted or denied within sixty (60) days of request therefor.
10. **Workspace Changes:** CIC reserves the right to substitute all or a portion of your workspace with another workspace within the Premises. Licensee may not share or shift use of benches. Each bench may be used by only one person except with the prior written approval of CIC.
 11. **Consumables:** If Client wishes to purchase any laboratory consumables, supplies or equipment for its workspace, Client is responsible for procuring such items independently. Client may request the assistance of CIC with purchasing consumables, supplies and equipment at Client's own expense. CIC may charge an administrative fee of up to 15% of the total cost of such consumables, supplies or equipment.
 12. **Intellectual Property:** Except for the licenses and permissions granted to CIC by Licensee in this Agreement, Licensee retains all right and title in and to its intellectual property, including without limitation proprietary data, inventions (whether or not patentable), trade secrets, know-how, personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same (collectively, "Intellectual Property"). You must not and agree not to directly or indirectly take, copy or use any Intellectual Property belonging to CIC, other licensees or any of their guests and any other visitors or occupants of the Premises. CIC is not responsible for any of your Intellectual Property any other licensees or their guests, visitors or occupants may take, copy or use. Licensee acknowledges that it will be in close proximity to other individuals and companies who are licensees, visitors or occupants in the Premises, and it is the Licensee's sole responsibility to protect the confidentiality of its own information. CIC hereby waives any responsibility, and hereby disclaim any and all liability, arising out of or in connection with the protection, or lack thereof, of Licensee's information.
 13. **Technology Release:** CIC may need to install software onto your computer, tablet, mobile device or other electronic equipment to provide you with certain amenities. You acknowledge that your refusal to install such software may affect your ability to properly receive such amenities. CIC may also provide you with technical support at your request. You agree that, in absence of the gross negligence or willful misconduct of CIC, CIC (a) is not responsible for any damage to any of your electronic equipment or systems related to such technical support or software installation; (b) does not assume any liability or warranty in the event that any manufacturer warranties are voided; and (c) offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support.
 14. **Quarterly Reports:** Licensee shall prepare and submit to CIC, on a quarterly basis, a report reflecting the company's past activities (since the last quarterly report) and future activities. The report shall be on a form provided by CIC and shall include, but not be limited to, the following information: number of employees, funding sources, fundraising strategies and targets, intellectual property, areas of research and experience on the Premises.
 15. **Additional Termination Provisions:** At least thirty (30) days before termination of this Agreement or Client's surrender of any portion of their workspace within the Premises, Client shall provide CIC and comply with (i) a facility decommissioning and Hazardous Materials closure plan for the Premises ("Exit Survey"), (ii) the CIC-managed decommissioning of the Client's surrendered laboratory workspace. A one-time, non-refundable, decommissioning fee per laboratory bench will be charged to the Client on the first monthly invoice per the provided quote. In addition, Client agrees to remain responsible after the surrender of the Premises for the remediation of any recognized environmental conditions set forth in the Exit Survey and compliance with any recommendations set forth in the Exit Survey. Client's obligations under this section shall survive any earlier termination of the Agreement.
 16. **Fire and Fire Insurance:** The following clause shall be added to the end of first sentence of Section 15 (Fire and Fire Insurance) of the Agreement: "... except for the regulated use of laboratory equipment (i.e. Bunsen burner)."
 17. **General Laboratory Guidelines:** The following are preliminary general guidelines set by CIC for the operation of laboratory space within the Premises. None of the following modifies the disclaimers and limitations established in Section 16 of the Agreement. CIC reserves the right to change, amend, add, or delete any part or the whole of these guidelines at any time. Specific

guidelines regarding chemical, biological, lab and radiation safety are the responsibility of the Client. Client must obtain and keep current all necessary permits and licenses from the appropriate governmental authorities, except where provided by CIC.

- a. Acid Disposal: All acids must be disposed of using standard and approved waste disposal procedures. No chemicals may be poured down lab sink drains in the private labs or any other sinks in the common labs. Bleach solution (assuming it contains no chemical hazards) and some specific acid solutions individually approved by the CIC scientific staff may be disposed of in the designated sign in each water room. An acid/base neutralizer kit (such as baking soda) should be used to clean up small acid and base spills.
- b. Deliveries: A representative of the Client must be present to accept and sign for incoming packages. Delivered packages should not be left in common areas. All deliveries of Hazardous Materials and Regulated Waste must be coordinated with CIC and building management.
- c. Dry Ice: Dry ice should be placed in the designated dry ice storage boxes on each floor. Dry ice should not be poured in the sinks as this will cause the sinks to crack. Dry ice also should not be kept in the cold room or any other room with limited air circulation.
- d. Flammables: Flammable substances must be stored in a “flammables cabinet” at all times when not in use. Spills involving flammable or noxious materials should be isolated as quickly as possible. Areas adjacent to affected areas should be notified and evacuated if necessary. CIC and building management should be notified immediately.
- e. Glass and Sharp Disposals: Broken glass, Pasteur pipettes and sharps must be disposed of in clearly marked containers and not in the regular trash in order to avoid accidents to waste handlers.
- f. Health and Safety Officer: Each Client occupying a lab must review and sign off on the CIC health and safety manual and designate a Client Health and Safety Officer. The Client Health and Safety Officer will be responsible for training their employees and be accountable for maintaining the safety of all personnel, employees and non-employees of the Client, which could be affected by the work of the Client. The name of the Health and Safety Officer should be reported to CIC and building management when newly designated or when replaced. Material safety data sheets (MSDS) of chemicals and compounds should be kept in a binder in alphabetical order. The binder should be kept in the same designated space at all times. A second copy of the MSDS binder must be delivered to CIC, and building management and kept current at all times. Client shall report to CIC, in writing on a quarterly basis, on the Hazardous Materials stored at the Premises, and the quantities and locations of such Hazardous Materials per Additional Agreement Provision 9e.
- g. Safety Showers: Safety showers are designed to be activated in the case of an emergency, and will dispense a large volume of water very quickly after being activated. Water from the safety shower will continue to flow automatically until the shower handle is pushed back to deactivate the water flow. In the event of shower activation, an absorbent material should be used to remove excess water. CIC and building management must be notified immediately after any Safety Shower activation.
- h. Waste Disposal: Client and Client Parties will only dispose of on-site biohazard waste, chemicals, glassware and sharps through CIC managed waste streams. CIC assumes no liability in ensuring their proper disposal. All wastes for CIC disposal shall be fully and properly labeled.
- i. Water Spills: In the event of water spills or overflows, an absorbent material should be used to rapidly remove excess water in order to prevent leakage to other floors. CIC and building management must be notified immediately after any water spill or overflow.

Overview of Offerings – CIC Philadelphia

Office Workspace	CIC's offering includes flexible, expandable office space configured for use by growing companies. We provide access control using electronic keys and recorded video. All normal office utilities and services, such as electricity, HVAC, trash pickup, etc. are included. Access is available on a 24 x 7 x 365 basis. Only FlexSpace clients have limitations on the numbers of hours they can access CIC.
Lab Workspace	CIC also offers lab space. All normal office utilities and services, such as electricity, HVAC, trash pick-up, light floor sweep, etc. are included. Clients are responsible for adhering to all rules, regulations, and requirements pertaining to lab space as described in the Agreement and this Exhibit A.
Office Furniture	Each individual with dedicated space is provided with a complete workstation, including a desk and adjustable office chair. Additional furniture such as locking file storage space, whiteboards, or shelving is available in most instances at no extra charge. Clients with no dedicated space will have access to shared work areas.
Guest Reception	All dedicated space offerings as well as FlexSpace include guest reception services to greet guests for clients.
Internet	Each individual is provided with a high-speed wired internet connection for office use, as well as WiFi. Other internet services (e.g. un-firewalled IPs) are subject to availability and may incur

	additional charges.
Phone Services	Upon request, each individual with dedicated space can be provided with a high-end digital business telephone and a direct-dial dedicated phone number. Normal local and domestic long distance phone usage is included on an unmetered basis (you will not be billed for your domestic calls). Our phone system provides computerized voice-mail with local and remote access. International calls carry a separate charge.
Mail Services	All space offerings include a mail folder and mail services.
Copier, Printer & Fax	Service includes unmetered use of black and white and color printers and commercial-grade copiers for typical office use. A private fax number, which routes faxes to an individual email address as pdf files, is provided for the dedicated use of your company upon request. Additional numbers are available for a fee. Questions about printing multiple copies of brochures or extensive print jobs should be directed to a CIC staff member as these types of jobs may be requested to be taken to offsite printing service providers.
Conference Rooms & Phone Booths	Service includes unmetered use of well-appointed conference rooms, some which include Apple TV for wireless data projection from Apple devices, as well as unmetered domestic use of Polycom speakerphones. Conference rooms and phone booths are booked via webpage. Questions regarding frequent all-day meetings or intensive use for training or other purposes can be directed to a CIC staff member for details.
Kitchen Services	Clients will be able to enjoy various snacks and a selection of drinks, gourmet teas, and a high-end by-the-cup coffee brewing system. Fair consumption is on the honor system.
Massage Therapy	CIC maintains a massage therapy room and has a relationship with independent professional massage therapists who come in on a regular basis. CIC provides use of the massage room without charge. All fees for massage go solely to the therapist, and are not billed through CIC. Use of this service is at client discretion, and CIC is not liable.
Wellness Programs	CIC has various wellness programs that change pending interest and season. Some examples include on-site yoga classes, meditation classes, a running club, and more. Some programs involve additional fees which are paid directly to the teacher and are not billed through CIC. Use of these programs and classes is at client discretion, and CIC is not liable.
Shower Rooms	CIC has shower rooms available to clients on a first come first served basis.
Nursing Room	Nursing rooms can be booked via a web-based booking tool. Each room offers soft light, comfortable seating, a private fridge, and a lockable door. While these rooms are available for other bookings, nursing bookings take precedence.
Game Room	CIC offers clients shared access to ping pong, video games, etc. These are available on a first- come, first-serve basis.
Venture Café Philadelphia (Powered by Quorum)	This weekly gathering of the Philadelphia innovation community fosters connections and collaborations through a variety of high-impact educational sessions and programming, including informal conversation, panel discussions, round tables, info tables, and office hours, often focused on a particular theme or partnership. Venture Café operates most Thursdays from 3:00pm-8:00pm within CIC Philadelphia and is free and open to the community. Venture Café Philadelphia is a program of Quorum, a member of the Venture Café Global Network. Please note: it is a privilege and not a right to attend these gatherings, and Venture Café Philadelphia and Quorum reserve both the right to refuse service and to determine, at their sole discretion, who to invite according to their mission and policies.
Other Benefits & Discounts	All CIC clients are eligible for unique discounts on a variety of benefits such as gym memberships, transportation programs, and business services including notary publics. Benefits are added regularly, and can be viewed online in the CIC Portal.
CIC Passport	All CIC clients may use common areas, including conference rooms, phone booths, kitchens, and coworking areas, in any CIC location worldwide. Please note: since the real estate prices at our different locations vary, if you begin to consistently use a more expensive location more than 20% of the time, you may be asked to switch your primary reservation to that location for billing purposes.

CIC Providence

Address: 225 Dyer Street, Providence, RI 02903

Licensor: CIC Providence, LLC

Landlord: Providence Innovation District Phase I Owner, LLC

Insurance Requirements:

Coverages & Limits: With respect to the spaces it makes use of from time to time within the Premises, Client agrees to maintain at its own cost during the term hereof insurance coverage for Comprehensive General Liability Insurance (“CGL”) in an amount not less than \$1,000,000 for general property damage and personal injury (including, without limitation, bodily injury, sickness, disease, and death) and \$2,000,000 in aggregate liability coverage, as well as a policy of fire, vandalism, malicious mischief, extended coverage and so-called “all risk” coverage insurance in an amount equal to one hundred percent (100%) of the replacement cost insuring all of Client’s furniture, equipment, fixtures and property of every kind, nature and description which may be in or upon the Premises. The insurance required herein must be placed with insurers authorized to do business where the Premises are located, with a rating of not less than “A-VIII” in the current Best’s Insurance Reports. To the extent required by law, Client also shall carry Worker’s Compensation Insurance. All insurance policies required hereunder shall be written as primary policies and not contributing to or in excess of any coverage CIC or the Licensors may otherwise maintain.

Additional Insureds: Client agrees directly and on behalf of their insurer that the following entities shall be considered additional insureds (“Additional Insureds”) on a primary and non-contributory basis under their general liability insurance and the required Omnibus Endorsement outlined below:

CIC Providence, LLC; CIC Innovation Communities, LLC d/b/a CIC; CIC Innovation Services, LLC; CIC University Projects, LLC; CIC Property Management, LLC; CIC USA Holdings, LLC; CIC Health, LLC; CIC Health Testing Services, LLC; CIC Venture Cafe Global Institute Inc.; The Cambridge Incubator, LLC; CIC Founder Holdco Inc.; Providence Innovation District Phase I Owner, LLC; VTR; Wexford Science & Technology, LLC; Ventas Life Sciences, LLC; Ventas, Inc.; Wexford Asset Management, LLC; Wexford Equities, LLC; Wexford Development, LLC; Cushman & Wakefield, U.S., Inc.; Innovation Studio, Inc. d/b/a Venture Cafe Providence; and any other entity that CIC may require to be added to this Exhibit A over time.

Omnibus Endorsement (to appear on COI): To demonstrate the above, such CGL and the certificate of insurance must include precisely the following endorsement (the “Omnibus Endorsement”):

“CIC Innovation Communities, LLC and those entities listed in Exhibit A of the Service Agreement between the named insured and CIC Innovation Communities, LLC, as it may be amended from time to time, are included as Additional Insureds on a primary and non-contributory basis under this Commercial General Liability Insurance.”

Certificate Holder: The Certificate Holder should be as follows:

CIC Providence, LLC
225 Dyer Street
Providence, RI 02903

COI Delivery & Sample: Prior to the date Client first operates in or uses the Premises, Client shall provide CIC with a compliant ACORD 25-S or ACORD-28 certificate of insurance which must spell out the Omnibus Endorsement. A sample ACORD 25-S certificate is included for your convenience.

Building Details:

The building provides HVAC services 24/7 with energy efficient setbacks after normal business hours, which are currently deemed to be Monday through Friday from 8am to 8pm and Saturdays from 8am to 1pm.

For purposes of insurance, the insurer may wish to have the following information:

- The building was built in 2019.
- The construction type is steel frame.
- The building is seven stories.
- The building is sprinklered, has hardwired smoke detectors, and a central fire alarm system.

-Emergency Procedures:

A copy of the building’s emergency procedures is available at cic.com/emergency.

Accepted Payment Methods: ACH auto-debit, corporate or personal check, wire transfer, and ACH credit.

Additional Agreement Provisions:

The following language is included in any Agreement with respect to this location:

1. Covered Disputes: Covered Disputes shall be settled by arbitration administered by the American Arbitration Association (“AAA”). Covered Disputes include all claims, rights, demands, losses, and causes of action arising: in contract, whether express or implied; or in tort; or under any common law theories; or under any covenants of good faith and fair dealing; or under any CIC policy; or under any federal, state, or municipal statute, executive order, regulation or ordinance. This arbitration agreement shall not prohibit actions solely seeking injunctive relief necessary to protect either party’s rights. With the exception of actions set forth above, arbitration shall be the exclusive means through which CIC and Client may seek relief in connection with any Covered Disputes. CIC and Client expressly waive their right to a trial by judge or by jury of any Covered Dispute, as well as their right to appeal the decision rendered by the arbitrator except on the grounds that the decision was procured by corruption, fraud or other undue influence or on the grounds specifically set forth in a statute applicable to vacating an arbitration award under this arbitration agreement. Client agrees that if Client wishes to assert a claim against CIC or the Licensors, the Client must present to CIC a written request for arbitration within six (6) months of the date on which the Client knows or should have known of the Covered Dispute against CIC or the Licensors. Likewise, CIC must present a written request for arbitration to the Client against whom it wishes to assert a claim within the same time frame. Failure by either the Client or CIC to present such a request within this time shall constitute a waiver of the right to recover relief in any forum in connection with the Covered Dispute. Unless otherwise agreed to by Client and CIC, the arbitration shall take place in AAA’s office closest to CIC’s headquarters. CIC and Client shall select a single arbitrator in accordance with applicable AAA real estate arbitration rules. The party bringing the dispute to arbitration shall cover all costs of the arbitration until such time as the arbiter may choose to allocate costs differently. CIC and Client are entitled to discovery sufficient to adequately arbitrate their Covered Disputes, including, but not limited to, access to essential documents and witnesses, as determined by the arbitrator. The arbitrator shall apply the law designated in the Agreement. The arbitrator shall have the discretion to award monetary and other damages, or to award no damages, and to fashion any other relief that would otherwise be available in court. The arbitrator will issue a written arbitration decision that reveals the essential findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration provision shall survive the termination of the Agreement.
2. Rules and Regulations: Nothing in these rules and regulations (the “Rules and Regulations”) shall supplant any provision of the Agreement. In the event of a conflict or inconsistency between these Rules and Regulations and the Agreement, the Rules and Regulations shall prevail. The building the Premises is located within is referred to herein as the “Building”. The Rules and Regulations are as follows:
 - a. Client shall not encumber or obstruct the common entrances, lobbies, elevators, sidewalks and stairways of the Building or use them for any purposes other than ingress or egress to and from the Building.
 - b. Except as specifically provided in the Agreement to which these Rules and Regulations are attached, no sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside of the Premises or Building without CIC’s prior written consent. CIC and Landlord shall have the right to remove, at Client’s sole cost and expense and without notice, any sign installed or displayed in violation of this rule.
 - c. If CIC or Landlord objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises or placed on any windowsill, which window, door or windowsill is (a) visible from the exterior of the Premises and (b) not included in plans approved by CIC and Landlord, then Client shall promptly remove said curtains, blinds, shades, screens or hanging plants or other similar objects at its sole cost and expense.
 - d. Large deliveries shall be made no later than 8 a.m. and no earlier than 6 p.m. on weekdays, or at any time on weekends or holidays. No deliveries shall be made that impede or interfere with other tenants in or the operation of the Building. Movement of furniture, office equipment or any other large or bulky material(s) through the common areas shall be restricted to such hours as Landlord may designate and shall be subject to reasonable restrictions that Landlord may impose. Any use of the freight elevator shall be coordinated with CIC in advance.
 - e. Client shall not place a load upon any floor of the Premises that exceeds the load per square foot that (a) such floor was designed to carry or (b) is allowed by applicable laws. Fixtures and equipment that cause noises or vibrations that may be transmitted to the structure of the Building to such a degree as to be objectionable to other clients or tenants shall be placed and maintained by Client, at Client’s sole cost and expense, on vibration eliminators or other devices sufficient to eliminate such noises and vibrations to levels reasonably acceptable to CIC, Landlord and any other affected parties.
 - f. Client shall not install any radio, television or other antennae; cell or other communications equipment; or other devices on the roof or exterior walls of the Premises except in accordance with the Agreement. Client shall not interfere with radio, television or other digital or electronic communications at the Building or elsewhere.
 - g. Canvassing, peddling, soliciting and distributing handbills or any other written material within, on or around the Building are prohibited.
 - h. Client shall store all of its trash and garbage in receptacles within the Premises or in receptacles designated by Landlord outside of the Premises. Client shall not place in any such receptacle any material that cannot be disposed of in the ordinary and customary manner of trash and garbage disposal.
 - i. The Premises shall not be used for lodging or for any improper, immoral or objectionable purpose. Except as provided in the Agreement, no cooking shall be done or permitted in the Premises.
 - j. Client shall comply with all safety, fire protection and evacuation procedures and regulations established by CIC, Landlord, or any governmental authority.
 - k. Client shall not modify any locks to the Premises.

- l. Client shall cooperate and participate in all reasonable security programs affecting the Premises.
 - m. Client shall not permit any animals in the Building, except for service animals.
 - n. Bicycles shall not be taken into the Building (including the elevators and stairways of the Building) except into areas designated by CIC or Landlord. Hoverboards are prohibited in the Building and Premises.
 - o. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be deposited therein.
 - p. Discharge of industrial sewage shall only be permitted if Client, at its sole expense, first obtains all necessary permits and licenses therefor from all applicable governmental authorities.
 - q. Smoking is prohibited in the Building.
 - r. Client shall comply with all orders, requirements and conditions now or hereafter imposed by applicable laws or reasonably imposed by CIC and/or Landlord in a manner consistent with first class office/research buildings in the market area (“Waste Regulations”) regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash generated by Client (collectively, “Waste Products”), including (without limitation) the separation of Waste Products into receptacles reasonably approved by CIC and Landlord and the removal of such receptacles in accordance with any collection schedules prescribed by Waste Regulations.
 - s. CIC may waive any one or more of these Rules and Regulations for the benefit of Client or any other party, but no such waiver by CIC shall be construed as a waiver of such Rules and Regulations in favor of Client or any other such party, nor prevent CIC from thereafter enforcing any such Rules and Regulations against any or all of the clients, including Client.
 - t. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Agreement.
 - u. CIC reserves the right to make such other and reasonable rules and regulations as, in its judgment, may from time to time be needed for safety and security, the care and cleanliness of the Premises and Building, or the preservation of good order therein; provided, however, that CIC shall provide written notice (email being sufficient) to Client of such rules and regulations prior to them taking effect. Client agrees to abide by these Rules and Regulations and any additional rules and regulations issued or adopted by CIC or Landlord.
 - v. Client shall be responsible for the observance of these Rules and Regulations by its agents, employees, invitees, contractors, licensees, guests, or assignees (individually and collectively referred to as “Client Party” or “Client Parties” herein).
3. Permitted Use:
- a. Client shall use the Premises in accordance with the Permitted Use (as defined below) and shall not use the Premises or permit the Premises to be used for any other purpose without CIC’s prior written consent, which CIC may withhold in its sole and absolute discretion.
 - b. Subject to the Restricted Uses (as defined below) and other terms and provisions set forth herein, the Permitted Use is defined as general office use. Client’s use shall be in conformity with all federal, state, municipal and local laws, codes, ordinances, rules and regulations of governmental authorities, committees, associations, or other regulatory committees, agencies or governing bodies having jurisdiction over the Premises, Building, CIC, or Landlord, including both statutory and common law, and hazardous waste rules and regulations.
 - c. The “Restricted Uses” are any uses which are not permitted within the Premises and Building. Client shall not use, or permit to be used, any portion of the Premises for the following Restricted Uses and other restrictions set forth herein:
 - i. Any trade or business consisting of the operation, whether primary or an accessory use, of (a) a shooting gallery, (b) an adult bookstore or facility selling or displaying adult or pornographic books, literature or videos, (c) an establishment offering bingo or similar games of chance, (d) a video game or amusement arcade, (e) a private or commercial golf course, (f) a country club, (g) a massage parlor, (h) a hot tub facility, (i) a suntan facility, (j) a racetrack, (k) any facility used for gambling, (l) any residential use, (m) any store the principal business of which is the sale of alcoholic beverages for consumption off-premises, (n) drug or addiction treatment centers or clinics, (o) parole or probation offices, (p) the sale of marijuana or products using marijuana or similar drugs that are illegal to manufacture or distribute or sell, (q) fitness and athletic training center offering the use of fitness machines, group exercise classes, personal training, nutrition counseling, and medical massage therapy, or (r) any other trade, business, or activity prohibited to be carried on by Section 45D of the Internal Revenue Code of 1986, including any regulations, rulings, amendments, explanations issued to implement, explain, clarify or define provisions of such, or any other guidance published by the IRS;
 - ii. All other uses that are expressly prohibited by this Agreement.
 - d. Client acknowledges that CIC or Landlord may impose future Restricted Uses on the Premises. CIC will use reasonable efforts to give Client not less than twenty five (25) days advance written notice (email being sufficient) in reasonable detail of any future Restricted Use, provided that no future Restricted Use will preclude Client from using the Premises for the Permitted Use. Client shall not be bound by any Restricted Uses not contained herein until such time as Client has received a true and accurate copy of the provisions that describe the relevant restriction from CIC.

Overview of Offerings – CIC Providence

Office Workspace	CIC’s offering includes flexible, expandable office space configured for use by companies of all shapes and sizes. We provide access control using electronic keys and recorded video. All normal office utilities and services, such as electricity, office-hours HVAC, trash pickup, etc. are included.
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	Access is available on a 24 x 7 x 365 basis. Clients choosing the FlexSpace offering may have limitations on the number of hours they can access CIC.
Office Furniture	Each individual with dedicated space is provided with a complete workstation, including a desk and adjustable office chair. Locking file storage space is available in all dedicated spaces. Additional furniture such as whiteboards or shelving is available in most instances at no extra charge. Clients without dedicated space will have access to shared work areas.
Guest Reception	All dedicated space offerings, as well as coworking and FlexSpace, include guest reception services to greet guests for clients.
Internet	Each individual is provided with a high-speed internet connection for office use. CIC holds its own ARIN-assigned IP address block and maintains two high-speed connections (redundant fiber Ethernet with separate paths and points of entry) to the internet and provides BGP-based routing redundancy. Other internet services (e.g. un-firewalled IPs) are subject to availability and may incur additional charges.
Phone Services	Each individual with dedicated space is given a high-end digital business telephone and a direct-dial dedicated phone number upon request. Normal local and domestic long distance phone usage is included on an unmetered basis (you will not be billed for your domestic phone calls). Our phone system provides computerized voice-mail with local and remote access. International calls carry a separate charge. This service is not provided for coworking clients. All clients are welcome to use free VOIP services such as Skype.
Mail Services	All dedicated space offerings, as well as coworking and FlexSpace, include a mail folder and mail services.
Copier, Printer & Fax	Service includes unmetered use of black and white and color printers, commercial-grade copiers and fax machines for typical office use. For non-coworking clients, a private fax number, which routes faxes to an individual email address as pdf files, is provided for the dedicated use of your company. Additional numbers are available for a fee. Questions about printing multiple copies of brochures or extensive print jobs should be directed to a CIC staff member as these types of jobs may be requested to be taken to offsite printing service providers.
Conference Rooms & Phone Booths	Service for clients includes unmetered use of well-appointed conference rooms with data projectors or projection screens as well as unmetered use of digital Polycom audio and video conferencing equipment. Conference rooms and phone booths are booked via a web-based booking tool. Questions regarding frequent all-day meetings or intensive use for training or other purposes can be directed to a CIC staff member for details.
Kitchen Services	Clients have access to fully stocked kitchens on each floor (which often include yogurts, fruits, and other snacks and cold beverages) included in the service fee. CIC also stocks a full selection of gourmet coffees and a high-end by-the-cup coffee brewing system. Fair consumption is on the honor system.
Massage Therapy	CIC maintains a massage therapy room and has a relationship with independent professional massage therapists who come in on a regular basis. CIC provides use of the massage room without charge. All fees for massage go solely to the therapist, and are not billed through CIC. Use of this service is at client discretion, and CIC is not liable.
Wellness Programs	CIC has various wellness programs that change pending interest and season. Currently there are weekly on-site yoga classes, meditation classes, a running club, and more. Some programs involve additional fees which are paid directly to the teacher and are not billed through CIC. Use of these programs and classes is at client discretion, and CIC is not liable.
Shower Rooms	CIC has several shower rooms available to clients on a first come first served basis on the ground floor.
Nursing Room	Nursing rooms can be booked via a web-based booking tool. Each room offers soft light, comfortable seating, a private fridge, and a lockable door. While these rooms are available for other bookings, nursing bookings take precedence.
Game Room	CIC offers clients shared access to a game room with a variety of gaming systems. These are available on a first-come, first-serve basis.
Venture Café	The Venture Café is a community networking event held most Thursdays at CIC Providence from 3:00pm-8:00pm and hosted by CIC Venture Cafe Global Institute, Inc. With its "pay it forward" Contributor Model, Venture Café is hosted at CIC to bring together members of the local entrepreneurial and innovation community. Clients of CIC receive direct access to this weekly event. Along with hosted beer and wine, weekly Venture Cafés often include guest speakers, workshops, etc. Please note: it is a privilege and not a right to attend these gatherings, and CIC Venture Cafe

	Global Institute, Inc. reserves both the right to refuse service and to determine, at its sole discretion, who to invite according to its mission and policies.
Other Benefits & Discounts	All CIC clients are eligible for unique discounts on a variety of benefits such as gym memberships, transportation programs such as bike and car sharing, and business services including notary publics. Benefits are added regularly, and can be viewed online in the CIC Portal.
CIC Passport	CIC Passport allows clients to use common areas, including conference rooms, phone booths, kitchens, and coworking areas, in any CIC location worldwide. There is no charge associated with this for clients. Please note: since the real estate prices at our different locations vary, if you begin to consistently use a more expensive location more than 20% of the time, you may be asked to switch your primary reservation to that location for billing purposes.

CIC Tokyo

Address: Toranomon Hills Business Tower, 1-17-1, Toranomon, Minato-ku, Tokyo

Licenser: CIC Toranomon G.K.

Landlord: Mori Building Co., Ltd.

Insurance Requirements: Client agrees to maintain adequate liability insurance.

Building Details:

The building is accessible 24/7 except the period of the annual power outage required by Japanese laws. Annual outage day is scheduled in advance with a considerable period of time and normally scheduled in the same season every year.

For purposes of insurance, the insurer may wish to have the following information:

- The construction of the building was completed on 15th of January 2020.
- The building consists of 36 floors above ground and 3 floors underground.
- Construction type is vibration control structure with steel frame column (CFT) for above ground, and steel reinforced concrete (partly reinforced concrete, steel frame) for underground.
- Hardwired smoke detectors throughout the building.
- Water sprinklers, Firehoses and extinguishers throughout the building.
- Security desk in the Disaster Prevention Center on the 1st basement floor is the central station for all alarms connected to the building security system* and staffed 24/7.

*SALTO locks applied for the private offices and other private rooms including some other amenity facilities within the CIC Tokyo are not connected to the central building security system.

-Emergency Procedures:

A copy of the building's emergency procedures is available at cic.com/emergency and forms an integral part of this service agreement. By signing this service agreement, Client declares that Client has taken note of all the emergency procedures, that Client will act in accordance with the emergency procedures and that Client is responsible for compliance with the emergency procedures.

Accepted Payment Methods: Automatic bank debit, wire transfer, and electronic bank transfer.

Additional Agreement Provisions:

The following language is included in any Agreement with respect to this location:

1. License: The Act on Land and Building leases (借地借家法) shall not apply to any relationship between parties regarding this Agreement. CIC does not lease the premise and the use of the workplace by Client is not exclusive. CIC may, at its own discretion, require the Client to move from one workspace to another.
2. Space and Services: The building provides HVAC services during normal business hours, except the period of the annual power outage required by Japanese laws.
3. Use of Workspace: Client shall cooperate in the repair, remodeling, improvement, and other work on the workplaces, common use areas, equipment, and the like to be performed by CIC and Landlord. In addition, CIC and Landlord are not liable for any damage caused by restrictions on the use of the workplaces and common use areas or for the deterioration of any services as a result of such construction works.
4. Acceptable Use Rules and Regulations: Client shall exercise due care while using the workplaces and the common areas, such as entrances, hallways, and other similar areas. Client will not hold CIC and its affiliates liable for any damages caused by its use of facilities by the Client, which violates this provision. Clients shall not affix any improvements and fixtures to CIC's Premises and workplaces without prior written consent from CIC.
5. Subordination: Notwithstanding anything contained in Section 23, CIC will not disclose or provide any copies of leases, mortgages, deeds, management agreements and other instruments in the nature of a lease. Instead, upon your request, we will provide a stamped or a signed letter evidencing the existence of the lease. CIC and Client shall engage in discussion in good faith with respect to the abatement of charges.
6. Termination: CIC may terminate this Agreement, including but not limited to the Client's access to the Premises, immediately at any time if Client, the Client's co-occupant or director or employee ("the Client or Client's Director, Etc.", which definition includes, without limitation, part-time employees and those who may be deemed equivalent to employees and those who may be deemed equivalent to employees) shall be found to be a constituent of an antisocial group/force (反社会的勢力).
7. Covered Disputes: CIC and Client hereby consent to the exclusive jurisdiction of the Tokyo District Court of Japan with respect to any matter arising out of or relating to this Agreement.
8. Use of CIC-Collected Data: Client hereby allows CIC to report name, trade name, address, head office location, or representative of the Client to Landlord on a monthly basis for only the purpose of management and maintenance of the building.

Overview of Offerings – CIC Tokyo

Office Workspace	CIC's offering includes flexible, expandable office space configured for use by companies of all shapes and sizes. We provide access control using electronic keys and recorded video. All normal office utilities and services, such as electricity, office-hours HVAC, trash pickup, etc. are included. Access is available on a 24 x 7 x 365 basis (with the exception of the period of annual power outage required by Japanese laws).
Office Furniture	Each individual with dedicated space is provided with a complete workstation, including a desk and adjustable office chair. Additional furniture such as locking file storage pedestals, whiteboards, or shelving is available in most instances at no extra charge. Clients without dedicated space will have access to shared work areas.
Guest Reception	All dedicated space offerings as well as coworking include guest reception services to greet guests for clients.
Internet	Each individual is provided with a high-speed internet connection for office use. Other internet services (e.g. un-firewalled IPs) are subject to availability and may incur additional charges.
Mail Services	All dedicated space and coworking offerings include a mail folder and mail services.
Copier, Printer & Fax	Service includes unmetered use of black and white and color commercial-grade printers/copiers for typical office use. Additional numbers are available for a fee. Questions about printing multiple copies of brochures or extensive print jobs should be directed to a CIC staff member as these types of jobs may be requested to be taken to offsite printing service providers.
Conference Rooms & Phone Booths	Service includes unmetered use of well-appointed conference rooms with TV screens as well as unmetered use of digital Polycom audio and video conferencing equipment. Conference rooms and phone booths are booked via a web-based booking tool. Questions regarding frequent all-day meetings or intensive use for training or other purposes can be directed to a CIC staff member for details.
Kitchen Services	CIC has fully stocked kitchens, which often include fruits, soft drinks, and other snacks and cold beverages. CIC also stocks a full selection of teas and a high-end by-the-cup coffee brewing system. This service is included in your service fee and fair consumption is on the honor system. CIC has relationships with independent professional caterers who come in on a regular basis. CIC provides the use of our kitchens without charge. All fees for food provided by these caterers go solely to the caterer and are not billed through CIC. Use of this service is at client discretion, and CIC is not liable.
Massage Therapy	CIC maintains a massage therapy room and has a relationship with independent professional massage therapists who come in on a regular basis. CIC provides use of the massage room without charge. All fees for massage go solely to the therapist and are not billed through CIC. Use of this service is at client discretion, and CIC is not liable.
Shower Rooms	CIC has shower rooms available to clients on a first come first served basis. The shower rooms are stocked with toiletries.
Nursing Room	The nursing room offers a small fridge, sink, comfortable seating, soft light, and a lockable door. It can be booked via a web-based booking tool.
Game Room	CIC offers a game room for everyone's leisure time.
Venture Café	The Venture Café is a community networking event hosted by CIC Venture Café Global Institute, Inc., most Thursdays from 4:00pm-9:00pm. With its "pay it forward" Contributor Model, CIC Venture Café Global Institute, Inc. was established to bring together members of the local entrepreneurial and innovation community. CIC clients receive direct access to this weekly event. Along with hosted beer and wine, weekly Venture Cafés often include speakers, workshops, etc. Please note: it is a privilege and not a right to attend these gatherings, and CIC Venture Café Global Institute, Inc. reserves both the right to refuse service and to determine, at its sole discretion, who to invite according to its mission and policies.
Other Benefits & Discounts	All CIC clients are eligible for unique discounts on a variety of benefits provided by retail shops, restaurants, and other service providers partnered with CIC. Benefits are added regularly and can be viewed online in the CIC Portal.
CIC Passport	All CIC clients may use common areas, including conference rooms, phone booths, kitchens, and coworking areas, in any CIC location worldwide. Please note: since the real estate prices at our different locations vary, if you begin to consistently use a more expensive location more than 20% of the time, you may be asked to switch your primary reservation to that location for billing purposes.

CIC Warsaw

Address: VARSO 2, WARSZAWA, ul. Chmielna 73, dz. nr ew. 36

Licensor: CIC Warsaw VAR2 Sp. z o.o.

Landlord: CHMI Sp. z o.o.

Insurance Requirements: Client agrees to maintain adequate liability insurance. Client shall provide a copy of the policy to CIC at its request.

Building Details:

The building is accessible 24/7 and HVAC is available 24/7.

For purposes of insurance, the insurer may wish to have the following information:

- The building was built in 2020.
- The building is 21 levels.
- Construction type is cast-in-place concrete structure with glass facade.
- Hardwired smoke detectors throughout the building.
- Firehoses and extinguishers throughout the building as well as water mist fire protection.
- Security desk in the lobby is the central station for all alarms and staffed 24/7.

-Emergency Procedures:

A copy of the building's emergency procedures is available at cic.com/emergency. A copy of the building's emergency procedures is available at cic.com/emergency and forms an integral part of this service agreement. By signing this service agreement, Client declares that Client has taken note of all the emergency procedures, that Client will act in accordance with the emergency procedures and that Client is responsible for compliance with the emergency procedures.

Accepted Payment Methods: Automatic bank debit (direct debit), wire transfer, and electronic bank transfer.

Additional Agreement Provisions:

The following language is included in any Agreement with respect to this location:

1. Notwithstanding any contrary language in Sections 14 (Insurance) and Section 17 (Waiver of Subrogation), Client is not waiving subrogation on behalf of its insurers and is not required to obtain insurance for any Additional Insureds.
2. Client hereby agrees to change its registered address from the Building per Section 3 (Moving Out) with no undue delay after the Termination date, which shall in no circumstance be later than 30 days after the Termination date. Client hereby authorises CIC to cancel the Building's address as the Client's registered address at Client's expense if the registered address remains unchanged beyond the stipulated date.
3. Notwithstanding any contrary language in Section 22 (Assignment and Rights and Notifications Concerning Invitees), Client's agreement to defend and indemnify CIC and the Licensors is on behalf of itself only and not on behalf of its insurers.
4. Section 26 (Notice) is amended so that Notice sent by mail shall be deemed received, if properly addressed, seventeen (17) calendar days after any such Notice is sent by certified or registered mail.
5. CIC and Client hereby consent to the exclusive jurisdiction of the Polish common courts with respect to any matter arising out of or relating to this Agreement.
6. Client confirms that it has the (written) consent of its employees to transfer their data such as name, email address, phone number etc. for the purpose of executing this Global Service Agreement for the duration of the GSA and a period of 5 years thereafter.
7. Client hereby consents to receive invoices as e-invoices (as per VAT Act Art.106n) and commits to provide CIC with the email address required.

Overview of Offerings – CIC Warsaw

Office Workspace	CIC's offering includes flexible, expandable office space configured for use by companies of all shapes and sizes. We provide access control using electronic keys and recorded video. All normal office utilities and services, such as electricity, office-hours HVAC, trash pickup, etc. are included. Access is available on a 24 x 7 x 365 basis.
Office Furniture	Each individual with dedicated space is provided with a complete workstation, including a desk and adjustable office chair. Additional furniture such as locking file storage pedestals, whiteboards, or shelving is available in most instances at no extra charge. Clients without dedicated space will have access to shared work areas.
Guest Reception	All dedicated space offerings as well as coworking include guest reception services to greet guests

	for clients.
Internet	Each individual is provided with a high-speed internet connection for office use. Other internet services (e.g. un-firewalled IPs) are subject to availability and may incur additional charges.
Phone Services	Each individual with dedicated space can request a high-end digital business telephone and a direct-dial dedicated phone number. Normal local and domestic long distance phone usage is included on an unmetered basis (you will not be billed for your domestic calls). Our phone system provides computerized voice-mail with local and remote access. International calls carry a separate charge. This service is not provided for coworking clients. All clients are welcome to use free VOIP services such as Skype.
Mail Services	All dedicated space and coworking offerings include a mail folder and mail services.
Copier, Printer & Fax	Service includes unmetered use of black and white and color commercial-grade printers/copiers for typical office use. For non-coworking clients, a private fax number, which routes faxes to an individual email address as pdf files, can be provided for the dedicated use of your company. Additional numbers are available for a fee. Questions about printing multiple copies of brochures or extensive print jobs should be directed to a CIC staff member as these types of jobs may be requested to be taken to offsite printing service providers.
Conference Rooms & Phone Booths	Service includes unmetered use of well-appointed conference rooms with TV screens as well as unmetered use of digital Polycom audio and video conferencing equipment. Conference rooms and phone booths are booked via a web-based booking tool. Questions regarding frequent all-day meetings or intensive use for training or other purposes can be directed to a CIC staff member for details.
Kitchen Services	CIC has fully stocked kitchens, which often include fruits, other snacks and cold beverages. CIC also stocks a full selection of teas and a high-end by-the-cup coffee brewing system. This service is included in your service fee and fair consumption is on the honor system. CIC has relationships with independent professional caterers who may come in on a regular basis. CIC provides the use of our kitchens without charge. All fees for food provided by these caterers go solely to the caterer and are not billed through CIC. Use of this service is at client discretion, and CIC is not liable.
Massage Therapy	CIC maintains a massage therapy room and has a relationship with professional massage therapists who come in on a regular basis. CIC provides use of the massage room without charge. All fees for massage go solely to the therapist, and are not billed through CIC. Use of this service is at client discretion, and CIC is not liable.
Shower Rooms	CIC has three shower rooms available to clients on a first come first served basis. The shower rooms are stocked with toiletries.
Nursing Room	The nursing room offers a small fridge, sink, comfortable seating, soft light, and a lockable door. It can be booked via a web-based booking tool.
Game Room	All CIC clients get shared access to a game room with a variety of gaming systems. These are available on a first-come first-serve basis.
Venture Café	The Venture Café is a community networking event hosted by CIC Venture Café Global Institute, Inc., most Thursdays from 3:00pm-8:00pm. With its “pay it forward” Contributor Model, CIC Venture Café Global Institute, Inc. was established to bring together members of the local entrepreneurial and innovation community. CIC clients receive direct access to this weekly event. Along with hosted beer and wine, weekly Venture Cafés often include speakers, workshops, etc. Please note: it is a privilege and not a right to attend these gatherings, and CIC Venture Cafe Global Institute, Inc. reserves both the right to refuse service and to determine, at its sole discretion, who to invite according to its mission and policies.
Other Benefits & Discounts	All CIC clients are eligible for unique discounts on a variety of benefits which may include gym memberships, makerspace access and transportation programs such as bike and car sharing. Benefits are added regularly, and can be viewed online in the CIC Portal.
CIC Passport	All CIC clients may use common areas, including conference rooms, phone booths, kitchens, and coworking areas, in any CIC location worldwide. Please note: since the real estate prices at our different locations vary, if you begin to consistently use a more expensive location more than 20% of the time, you may be asked to switch your primary reservation to that location for billing purposes.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p>PRODUCER</p> <p style="text-align: center; color: blue;">Your Insurance Agent's Name and Address Here</p>	<p>CONTACT NAME: Your Insurance Agent's Contact Info Here</p> <p>PHONE (A/C. No, Ext): _____ FAX (A/C, No): _____</p> <p>E-MAIL ADDRESS: _____</p>														
<p>INSURED</p> <p style="text-align: center; color: blue;">Your Name and Address Here</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Your Insurance Carrier Here</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Your Insurance Carrier Here		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Your Insurance Carrier Here															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** _____ **REVISION NUMBER:** _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			Your Policy Number Here	Your Effective Date Here	Your Expiration Date Here	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ _____ _____ \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CIC Innovation Communities, LLC and those entities listed in Exhibit A of the Service Agreement between the named insured and CIC Innovation Communities, LLC, as it may be amended from time to time, are included as Additional Insureds on a primary and non-contributory basis under this Commercial General Liability Insurance.

<p>CERTIFICATE HOLDER</p> <p style="color: red;">CIC Providence, LLC 225 Dyer Street Providence, RI 02903</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center; color: blue;">Your Insurance Agent's Name and Signature Here</p>
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SERVICE AGREEMENT

EXHIBIT B

Automatic Debit

AUTOMATIC BANK DEBIT AUTHORIZATION

The automatic bank debit system enables you to have your monthly balance automatically debited from your bank account.

Please fill out the information listed below. All fields are required.

1. Client Information

Licensee Entity Name: I-195 Redevelopment District

Address: 315 Iron Horse Way, Suite 101

Alternate address (if CIC is legal address): _____

Contact Name: Amber Ilcisko

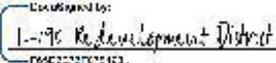
Contact Email: ailcisko@195district.com Phone: [REDACTED]

2. Bank Account Information

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

3. Authorization / Confirmation

Your initial deposit will be debited from this account prior to move in. Client hereby authorizes CIC Innovation Communities, LLC to initiate debit entries to this bank account.

Authorized Client Signature:  Date: 6/3/22

Please attach supporting documentation of the bank account information provided above (such as a voided check or other document from your bank). Please do not submit this form via email or fax.





SERVICE AGREEMENT

EXHIBIT C

Client Information

Licensee legal address (if blank, CIC's address will be used as legal address): 315 Iron Horse Way, Suite 101

Alternate address (if CIC is legal address):

Is Licensee certified as any of the following? * (for US clients only, check all that apply)

Minority owned/controlled Woman owned Locally owned

Has Licensee been in existence for more than 1 year? Will CIC be the main or satellite location of the Licensee? Main

Business Description (please provide as much detail as possible): Quasi-public agency charged with overseeing the redevelopment of 26 acres of former highway land in downtown Providence. Owner of Providence Innovation District Park

NAICS Code:

Does Licensee wish to go by or conduct business under any other name? No Yes If yes, CIC will follow up.

How did you learn about CIC? CIC is on District land and District contributed \$19M to support CIC build out a

Anticipated move-in date (please leave 48 hours for processing): June 6 2022

Main point of contact for Licensee (Full Name): Caroline Skuncik

Cell #: Home #:

Work Email: cskuncik@195district.com Other email:

Will this person need a key? Yes Regular User or Offsite Associate^ Would this person like a desk phone? Yes

^Offsite associates are employees of dedicated space clients (not including coworking/flex) that visit CIC less than 3 times a month. They can obtain a key for no additional charge. Desk phones are included in the service fee for regular dedicated space users.

Please indicate the email address(es) to which invoices should be sent: billing@195district.com

For clients with five or fewer employees who will work out of CIC and need a key, please fill out the below information. For clients with more than five initial employees, your Relationship Manager will send you a separate form to collect this information.

Full Name: Cell Phone: Email:

Regular User or Offsite Associate^ Would they like a phone?

Full Name: Cell Phone: Email:

Regular User or Offsite Associate^ Would they like a phone?

Full Name: Cell Phone: Email:

Regular User or Offsite Associate^ Would they like a phone?

Full Name: Cell Phone: Email:

Regular User or Offsite Associate^ Would they like a phone?

Please keep in mind that any time you request that CIC provide access to CIC for any individual, you become responsible for that individual's actions and operations under this Agreement, as though they were your own actions and operations.

*Minority owned/controlled is defined as an entity with at least 51% of its ownership or Board of Directors comprised of individuals who identify themselves as Black American, Asian American, Hispanic American, or Native American. Woman owned is defined as an entity with at least 51% of its ownership comprised of women. Locally owned is defined as an entity with at least 51% of its ownership living in the metropolitan area of the Premises and that is independently operated (i.e. privately held, no corporate or national HQ outside the state, makes independent local decisions, pays its own expenses without corporate assistance).



SERVICE AGREEMENT

AMENDMENT

This is an Addendum to the Service Agreement between CIC INNOVATIONS COMMUNITY, LLC and I-195 REDEVELOPMENT DISTRICT, dated June 1, 2022.

CIC acknowledges that Licensee is a Public Agency of the State of Rhode Island and accordingly must comply with certain requirements when securing an office space. Accordingly:

- 1. CIC represents and warrants that it is in good standing with the State of Rhode Island and has paid all taxes due to the State and to the City of Providence.
2. CIC represents and warrants that the individual signing the Service Agreement and this Addendum on behalf of CIC is duly authorized to do so and to bind CIC.

SIGNATURE BLOCK

SIGNED AND AGREED,

Name of Licensee's legal entity: I-195 Redevelopment District

Licensee's federal tax ID#: [Redacted]

(if left blank Agreement becomes a personal obligation of signer)

Signature: I-195 Redevelopment District

Name of Authorized Signer: Caroline Skuncik

Title: Executive Director

Date: 6/4/2022

CIC Innovations Communities, LLC ("CIC"), as agent

Signature: Timothy Rowe

Name of Authorized Signer: Timothy Rowe

Title: CEO

Date: 6/6/2022

