LICENSE AND SERVICE AGREEMENT

BY AND BETWEEN

LICENSOR NEW HAVEN, LLC

AND

THE CITY OF NEW HAVEN

ACTING FOR AND ON BEHALF OF

THE NEW HAVEN BOARD OF EDUCATION

2024-CON-0021

This **LICENSE AND SERVICE AGREEMENT** (this "Agreement") entered into as of the First (1st) day of July 2024 (the "Effective Date") by and between **LICENSOR NEW HAVEN, LLC,** a limited liability company organized and existing under the laws of the State of Connecticut with a mailing address at 520 West Campus Drive, West Haven, CT 06516 (the "Licensor") and **THE CITY OF NEW HAVEN ACTING FOR AND ON BEHALF OF THE NEW HAVEN BOARD OF EDUCATION,** a municipal corporation organized under the laws of the State of Connecticut with a mailing address at 165 Church, New Haven, Connecticut 06516 (the "Licensee")

WITNESSETH THAT:

WHEREAS, as of August 1, 2020, Licensee, the New Haven Parking Authority and the Owner entered into a Development and Land Disposition Agreement (the "DLDA") concerning the conveyance by Licensee WE 101 College Street LLC (the "Owner") of a parcel of land known as 101 College Street New Haven, Connecticut 06510 (the "Property") and the construction of a building thereon by the Owner (the "Building"); and

WHEREAS, pursuant to the provisions of Section 5.2 (H) of the DLDA, the Owner has designated certain space in the Building as incubator space for entrepreneurial purposes (the "Incubator Space") a portion of which Incubator Space has been set aside by the Owner for use by the New Haven Public Schools for academic programs centering around science, technology, engineering and mathematics ("STEM") which space (the "Educational Space") consists of Room

203 (the "Classroom Space") and Room 260 (the "Laboratory Space") and is shown on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Licensor is an operator of temporary laboratory space and the Owner has designated Licensor as Licensee of the Incubator Space, pursuant to a contract between the Owner and Licensor, dated [ ] (the "Contract") and accordingly, Licensor and Licensee have entered into this Agreement in fulfillment of said obligations of the Owner under the DLDA; and

WHEREAS, for the purposes of this Agreement, the term "Owner" shall mean the Owner or any successor or assign of the Owner with respect to the Property or that portion of the Property upon which the Building is situated.

NOW, THEREFORE, in consideration of the foregoing and of the mutual rights, duties and obligations hereinafter set forth, Licensor, Licensee and the Owner hereby agree as follows:

SECTION 1: TERM

(a) Notwithstanding the provisions of Section 5.2 (H) of the DLDA and subject to the provisions of Section 1(b) below, the term of this Agreement shall commence on the Effective Date and, subject to the provisions of Section 1(b) below, shall continue for a period of ten (10) years therefrom, expiring June 30, 2034 (the "Term") unless earlier terminated pursuant to any provision set forth in this Agreement.

(b) Notwithstanding the provisions of Section 1(a) above, Licensee shall have the option to terminate this Agreement at the expiration of the third year of the Term and thereafter upon the expiration of each subsequent year of the Term, upon delivery to Licensor of not less than three (3) months written notice of such termination.

SECTION 2: USE OF EDUCATIONAL SPACE

(a) Licensee will use the Educational Space for educational purposes and for no other purpose or purposes without prior written permission from Licensor. Without prejudice to the generality of the foregoing, the Educational Space shall not be used for storage of any

radioactive materials or for any purpose involving gambling, the consumption or sale of alcohol beverages, or the use of or sale of tobacco or marijuana of any other regulated drug.

(b) Students shall not be permitted to perform work within the Educational Space or have access to the Common Facilities unless accompanied by a teacher or other professional educator (employee or contractor) who has met all of Licensor's safety training requirements. Nevertheless, students shall have unfettered access to pass and repass over those common areas of the Building required to obtain access to the Educational Space.

(c) To help maintain the security of the Building, key card access to the Educational Space will be limited to authorized employees or contractors of Licensee. Students shall not be permitted to have their own key card.

(d) Licensee may use the Educational Space at any time of day between the hours of 8:00 am to 5:00 pm Monday through Friday, or in the absence of students, Monday through Saturday. Licensee shall be permitted to request out of hours use of the Educational Space for special events, and Licensor shall not unreasonably decline any such request, provided that there is sufficient staff available for supervisory purposes.

(e) Licensee shall be responsible for complying with all applicable state and federal regulations and policies of Licensor (as provided to Licensee from time to time) regarding environmental, health, and safety ("EHS") as regards Licensee's use of the Educational Space and/or the Building. Licensor does not permit the use or storage of radioactivity anywhere within the Incubator Space. Licensee must submit a Laboratory Assessment Form/Biological Material Registration Form prior to any planned use or storage of biohazardous agents within the Educational Space, for review and approval by Licensor and the Institutional Biosafety Committee. Licensee shall not be permitted to bring in, house or work with any live animals within the Educational Space.

(f) In order to maintain the appropriate permits, programs, and training, Licensee must acknowledge and sign off on the Licensor's EHS requirements as set forth in Exhibit B and Exhibit C, attached hereto and made a part hereof.

(g) Licensor may put in place such safety protocols with respect to the Incubator Space as Licensor shall reasonably deem necessary or desirable as Licensee shall comply with the same. Without prejudice to the generality of the foregoing, prior to any use of the Educational Space, and in addition to the live safety training to be provided to students by Licensee and in addition to the on-line safety training to be provided to all teachers or other educationalist using the Incubator Space pursuant to this Agreement, Licensor shall conduct a seminar as to safety protocols for the Incubator Space and/or the Building, which must be attended by any person seeking to enter the Educational Space under the auspices of Licensee hereunder, including all students and teachers, provided that during the Term, Licensor shall not unreasonably withhold consent to the presence of guest speakers or other such educationalists, following delivery of written notice thereof by Licensee to Licensor.

(h) It is agreed stipulated and understood that the cleaning services provided by Licensor hereunder does not include benches or sinks which shall be cleaned on a regular basis and/or as necessary by Licensee.

SECTION 3: LICENSE FEE

(a) During each year of the Term, Licensee shall pay to Licensor a license fee (the "License Fee") in the amounts set forth in Exhibit D covering the entire Educational Space, which License Fee shall be paid in quarterly installments in advance, commencing with the Effective Date.

(b) It is agreed and understood between Licensor and Licensee that subject to any agreed additional sums payable by Licensee pursuant to this Agreement (such as any additional payment for abnormally high use of services under Section 4(a) below or any purchase of any Supplies by Licensor pursuant to Section 6(a) below) the License Fee represents full

payment with respect to Licensee's use of the Educational Space, in accordance with this Agreement.

SECTION 4: SERVICES AND COMMON FACILITIES

(a) Licensor shall provide those services set forth in Exhibit E, attached hereto and made a part hereof (the "Services"). The Services, including (without limitation) the utility services are provided on an unmetered basis, which basis is premised on a good faith understanding that this privilege will not be abused. Abnormally high use of any one or more of the Services (as shall be determined by Licensor in the exercise of Licensor's reasonable discretion and based upon usage data with respect to all other users or occupants of the Incubator Space) shall be accommodated by Licensor by way of a mutually agreed reasonable additional fee.

(b) Subject to the provisions of Section 4(c) below, included within the License Fee are the common facilities within the Incubator Space, as more particularly described in Exhibit F, attached hereto and made a part hereof (the "Common Facilities"). Licensee shall be entitled to use the Common Facilities on a short term basis, and subject to availability, along with all other users or occupants of the Incubator Space so privileged, provided that students shall be accompanied by an authorized employee or a contractor of Licensee and that Licensee shall be responsible for cleaning any common laboratory equipment or common space used by Licensee (including the removal of all items brought into any common area by Licensee) and Licensee acknowledges that failure to comply with the provisions of this Section 4(b) may result in a suspension of Licensee's rights to use the Common Facilities.

(c) Notwithstanding the provisions of Section 4(b) above, it is agreed, stipulated and understood that Licensee shall not be permitted to use any portion of the equipment forming part of the Common Facilities without the prior written consent of Licensor

(d) Licensee shall not have mail delivered to the Building. In the event that Licensor shall receive any mail addressed to Licensee, Licensor shall use reasonable efforts to deliver the same to Licensee but shall not be liable for any loss arising out of failure to do so.

SECTION 5: EQUIPMENT

(a) Licensor shall provide all of the equipment described in Exhibit G (the "Equipment") and by way of execution and delivery of this Agreement, Licensor acknowledges the receipt of the sum of [( )] representing full payment therefor. Licensor agrees and acknowledges that it shall be the responsibility of Licensor to maintain the Equipment in good condition, and to restore and/or replace the same where necessary, as a result of normal wear and tear, provided that Licensee shall use the Equipment in a careful and responsible manner, in compliance with the intended purpose, and with any and all instructional materials provided by Licensor.

(b) It is agreed and understood that except as stated on Exhibit G, Licensee shall have sole possession and use of the Equipment during the Term, irrespective of ownership. Upon the termination of this Agreement (howsoever determined) Licensee shall execute a bill of sale or such other clarificatory document as the Owner shall reasonably require, confirming the Owner's ownership of the Equipment. During the Term, Licensee shall have no right to sell or otherwise enter into any transaction involving title to the Equipment, and any such purported action by Licensee shall be null and void and of no effect.

(c) Licensee shall not introduce, install, or use any equipment other than the Equipment, without the prior written consent of Licensor. Any unusual small equipment provided by Licensee hereunder must be approved in writing prior to installation thereof, in order to avoid overloading of circuits or excessive drain on other utilities. Licensee shall not permit the Educational Space to be overloaded and power strips are not permitted on emergency powered outlets.

SECTION 6: SUPPLIES

(a) Licensor (d/b/a "Licensor's Marketplace") shall be responsible for the purchase of any and all consumables, small equipment or other supplies ("Supplies") to be used by Licensee within the Educational Space as Licensee's purchasing agent which shall be paid for by way of the establishment of a Licensor's Marketplace account, pre-financed by Licensee and topped up appropriately from time to time, (the "Supplies Fund") which Supplies Fund shall contain not less than [$] as of the Effective Date and shall not be permitted by Licensee to drop below [$] during the Term. All Supplies shall be the sole and absolute property of Licensee, so that (inter alia) any remaining Supplies may be removed by Licensee upon the termination of this Agreement.

(b) Licensor reserves the right to prohibit or limit the volume of any Supplies stored by Licensor within the Educational Space, in the event that Licensor determines, in Licensor's reasonable discretion that an excessive volume of supplies could pose an unacceptable risk to the Educational Space, the Incubator Space or the Common Facilities or could interfere with Licensor's efforts in maintaining a safe and attractive work space for all or does not allow for an equitable allocation of storage space for other occupants of the Incubator Space. Licensee acknowledges that storage of Supplies outside of the Educational Space is subject to available storage capacity within other portions of the Incubator Space, and that any such storage outside of the Educational Space shall require Licensor's prior written consent. Licensee acknowledges that Licensor does not guarantee that such Supplies will be kept secure or free from contamination or other losses but shall apply commercially reasonable efforts to do so.

SECTION 7: LICENSOR'S ACCESS

Licensee acknowledges that Licensor's active management of the Incubator Space and the provision of the Services (including cleaning responsibilities, removal of common and biohazard waste therefrom, the provision of environmental health and safety services, compliance with local, state and federal licenses and regulations concerning telephone and internet connections) necessitates Licensor's access to the Educational Space, without prior notice, which access may

be used to view the condition of the Educational Space or, to the extent required, to make repairs or alterations thereto. Notwithstanding the foregoing, Licensor shall make all reasonable efforts to ensure that such access does not disrupt Licensee's use of the Educational Space in the manner set forth in this Agreement.

SECTION 8: RESPONSIBILITY FOR DAMAGE

Except for damage arising as a result of normal wear and tear, Licensee shall be responsible for any damage to the Building or the Incubator Space or damage to or loss of any personal property of the Owner, Licensor or any other lawful occupant of the Building and/or the Incubator Space, where such damage is caused by the negligent actions or inactions of Licensee, including Licensee's agents, employees, students, guests or other parties entering into the Incubator Space under the authority of Licensee. In the event of any such damage, Licensee shall be responsible for the cost of repairing or replacing the missing or damaged personal property, or, as appropriate, the cost of repairing the damage to the Building and/or the Incubator Space.

SECTION 9: INSURANCE

(a) Licensor acknowledges and agrees Licensee is a largely self-insured entity and shall not be required to obtain any additional insurance as a result of Licensee's execution and delivery of this Agreement. Licensee shall, at the commencement of each year of the Term, deliver to Licensor a Certificate of Insurance showing the liability insurance actually carried by Licensee and with Licensor and the Owner named as additional insureds with respect to the Building.

(b) Licensee shall defend, indemnify and hold harmless Licensor, and Licensor's officers, agents, servants and employees, from and against any and all actions, lawsuits, claims, damages, losses, judgements, liens, costs, expenses and reasonable counsel and consultant fees sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of Licensee, including Licensee's employees, agents or

subcontractors, directly or indirectly arising out of, or in any way in connection with, the obligations of Licensee pursuant to this Agreement.

SECTION 10: INTELLECTUAL PROPERTY

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"). Licensee shall not directly or indirectly take, copy, or use any Intellectual Property belonging to other licensees or other occupants of the Incubator Space, or to any of the guests of any such licensee or occupants. Licensee acknowledges that Licensor is not responsible for the misuse of any of Licensee's Intellectual Property by any other licensees or any other occupants of the Incubator Space. Licensee acknowledges that Licensee will be in close proximity to other individuals and entities within the Incubator Space, and that it is Licensee's sole responsibility to protect the confidentiality of its own Intellectual Property and/or other information. Licensor hereby waives any responsibility, and hereby disclaims any and all liability, arising out of or in connection with the protection, or lack thereof, of Licensee's Intellectual Property and/or other information.

SECTION 11: TECHNOLOGY RELEASE

(a) Insofar as Licensee requests that Licensor provides amenities which require the installation of software on to any computing device owned by Licensee, or in the event that Licensee shall request any other information technology support from Licensor, Licensee agrees that Licensor is not responsible for any damage to any such electronic equipment or systems related to such technical support or software installation, that Licensor does not assume any liability or warranty in the event that any manufacturer warranties are voided, and that Licensor does not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support.

(b) Licensee acknowledges that, to the extent that Licensor shall provide any requested amenities or technical support pursuant to Section 11(a) above, Licensee has no expectation of privacy with respect to Licensor's internet connection, networks, telecommunications systems or information processing systems (including any stored computer files, email messages and voice messages), and Licensee's activity and any files or messages on or using any of those devices or systems may be monitored at any time without notice, including for security reasons and to ensure compliance with Licensor's policies, regardless of whether such activity occurs on equipment owned by Licensor or by Licensee. Notwithstanding the foregoing, Licensor acknowledges and agrees that if Licensee does not require any amenities or other technical support under Section 11(a) above, then the provisions of this Section 11(b) shall have no force or effect, so that Licensee shall be entitled to Licensee's regular expectations of privacy with respect to Licensee's use of Licensee's own electronic equipment and systems.

SECTION 12: PETS

Subject to applicable laws, Licensee shall not bring pets or other animals (other than service animals) into the Incubator Space without the prior written consent of Licensor, which, if provided, may be revoked at any time in Licensor's sole discretion. Licensee shall be responsible for any injury or damage caused by any animal brought into the Incubator Space by Licensee's employees, students, invitees, or other guests. Licensor shall not be responsible for any injury to any animal brought into the Incubator Space by Licensee or by any employee, student or other invitee of Licensee, permitted or otherwise.

SECTION 13: RULES AND REGULATIONS

(a) Licensee acknowledges that no trade or occupation shall be conducted in the Educational Space or use made thereof which will be unlawful, improper or offensive, or contrary to any law or any municipal by-law or ordinance of Licensor of New Haven. The conduct of any business directly or indirectly related to pornography or gambling is strictly prohibited.

(b) Licensee shall not cause disturbances, create odors, make noises, or otherwise cause situations which are unreasonably offensive to other licensees of the Incubator Space or that would unreasonably interfere with the normal operations of Licensor or with the normal operations of other tenants in the Building. The use of any tobacco or marijuana products, including electronic cigarettes or other such smoking devices, while in the Incubator Space or any other portion of the Building is prohibited.

(c) Licensee shall not display or print any pornographic material or permit the same to be displayed or printed within the Incubator Space.

(d) To the extent that Licensee shall use Licensor's network, Licensee shall not send unsolicited commercial email (spam) and shall cooperate fully when requested by Licensor with respect to the removal of viruses, worms, Trojans, bots and other malware from Licensor's computer systems.

(e) Licensee shall not disturb, disrupt or otherwise impede equitable access and use of the Common Facilities by other licensees or other lawful occupants of the Incubator Space.

(f) Licensee shall not set up an independent wireless data and voice network within the Educational Space without the prior written permission of Licensor.

(g) Neither the Educational Space nor any other portion of the Incubator Space shall be used for any form of housing accommodation, including (without limitation) the provision of any temporary sleeping arrangements.

(h) Licensee shall not describe Licensor or the Owner as a business partner or co-venturer. Licensor may use data related to Licensee's use of the Educational Space in an aggregated, de-identified form.

(i) Licensee shall not be permitted to bring any alcoholic beverages (unless for scientific study with the prior written consent of Licensor) or any illegal drugs into the Incubator Space or any other portion of the Building.

(j) Licensee shall not be permitted to use fire within the Educational Space for any reason other than the use of standard laboratory equipment such as Bunsen Burners or other such usual scientific classroom equipment.

(k) Licensee shall comply with all reasonable rules and regulations hereafter issued by Licensor or the Owner from time to time (including, without limitation, codes of conduct, environmental, health and safety policies, and other house rules) from and after the date on which Licensee receives written notice of such rules and regulations, provided that any such future rules and regulations do not materially affect Licensee's use and enjoyment of the Educational Space.

SECTION 14: WORKPLACE ENVIRONMENT

(a) In the event that Licensor or the Owner shall reasonably determine that the activities of Licensee or any employee, student or other invitee of Licensee within the Incubator Space (or any other portion of the Building) poses a danger to Licensor or to any other licensee of the Incubator Space or any other tenants of the Building, then Licensor shall have the right to suspend the activities of Licensee under this Agreement until the cessation of such activity and/or the removal of such individual from the Incubator Space.

(b) Licensor reserves the right to make determinations, in its sole reasonable discretion, regarding acceptable standards of ethics, integrity, and conduct of those who wish to enter the Educational Space pursuant to this Agreement. Licensee shall be responsible for ensuring that all individuals entering the Educational Space pursuant to this Agreement maintain and promote a respectful and inclusive workplace environment. Licensor does not permit aggressive behavior, including threats of violence, whether veiled, conditional, or direct. Based on information received in good faith by Licensor, Licensor may place an

immediate access restriction on particular individuals, which could include Licensee's employees or students, provided that Licensor shall provide Licensee with Licensor's reason for any such access restriction affecting any individual, and shall provide Licensee with the opportunity to respond.

SECTION 15: MAINTENANCE

Licensee agrees to maintain the Educational Space (both the Classroom Space and the Laboratory Space) in good condition, damage by normal wear and tear, fire, and other casualty excepted, and acknowledges that the Educational Space is in good order as of the Effective Date.

SECTION 16: EMERGENCY PROCEDURES

Licensee shall inform Licensee's employees and students of the life safety policies and emergency procedures of the Building and shall conduct periodic training with respect thereto. A representative of the Building's management may be available to participate in Licensee safety and security awareness sessions. While Licensor's employees may be available to offer assistance in the event of an emergency, Licensee hereby acknowledges and agrees that Licensor's employees are not trained safety professionals and cannot be relied upon to provide assistance or error free assistance in the event of an emergency.

SECTION 17: ALTERATIONS

(a) Licensee shall not make any structural alterations to any portion of the Building or any other alterations affecting the architectural design thereof, including (without limitation) any alterations obstructing glass openings or views in and out of the Incubator Space.

(b) With the prior written consent of Licensor, Licensee may make non-structural and non-architectural alterations to the Educational Space, which may include the alteration of wiring or cabling within the walls or any conduit serving the Incubator Space. Any such alterations shall be carried out at Licensee's sole cost and expense and shall be of a quality at least equal to the construction existing as of the Effective Date.

(c) In the event that Licensee shall carry out any permitted alterations to the Educational Space, Licensee shall not permit any mechanics' liens or similar liens to remain upon the Educational Space and/or the Incubator Space and/or the Property for labor and material furnished to Licensee or claimed to have been furnished to Licensee in connection with the carrying out of any such permitted alterations, and Licensee shall cause any such lien to be released of record within ninety (90) days of the recording thereof, without cost to Licensor or the Owner.

(d) If requested by Licensor, Licensee shall remove any alterations or additions prior to expiration or earlier termination of this Agreement, and shall repair and restore all areas or elements affected by such alterations or additions (or by the removal thereof) to their condition existing as of the Effective Date. Any alterations made by Licensee, with respect to which removal thereof is not requested by Licensor, shall become the Property of the Owner upon termination of this Agreement.

SECTION 18: ALIENATION

(a) Licensee shall not assign this Agreement, in whole or in part, and Licensee shall not sublicense all or any portion of the Educational Space to any other party, or permit the independent use or occupancy of any portion of the Educational Space by any other party. Any such purported alienation of any interest in this Agreement and/or the Educational Space shall be null and void and of no effect.

(b) Licensee shall not cause or permit any other persons or entities entering the Educational Space by Licensee's invitation or consent (whether affiliated with Licensee or otherwise) to use the Educational Space for any independent purpose of any type whatsoever, unless such invitees shall have entered into a separate agreement with Licensor to do so, in the sole and absolute discretion of Licensor.

SECTION 19: SUBORDINATION

(a) This Agreement shall be subject and subordinate to any and all leases, mortgages, deeds and other instruments in the nature of a lease, mortgage or deed, existing now or at any time hereafter, and to any condominium regime or ground lease, and to any other instrument constituting a lien or liens on the Property or on the Building or any portion thereof containing the Incubator Space (a "Superior Interest").

(b) Licensee shall, if requested by Licensor, promptly execute and deliver such written instruments as shall be necessary to confirm the subordination of this Agreement to any Superior Interest, provided that the owner of such Superior Interest shall simultaneously execute and deliver a standard form non-disturbance agreement acknowledging the rights of Licensee under this Agreement.

(c) It is agreed, stipulated and understood that nothing in this Section 19 shall be deemed to affect the obligations of the Owner under Section 5.2 (H) of the DLDA.

SECTION 20: CASUALTY

(a) If the Building or any part thereof is damaged or destroyed by fire or other cause (a "Casualty") such that the Owner determines not to rebuild and/or terminates the Contract, Licensee shall surrender the Educational Space to Licensor or the Owner (as appropriate) provided that such surrender shall have no effect on the obligations of the Owner under Section 5.2 (H) of the DLDA, so that the Owner shall have the obligation to provide alternative Educational Space, reasonably satisfactory to Licensee, and to extend the Term appropriately. Licensor shall have no responsibility or liability with respect thereto.

(b) In the event that following any Casualty, the Owner shall elect to restore or rebuild the Building, and the Contract is not terminated, then this Agreement shall remain in full force and effect, provided that the License Fee shall be abated in proportion to the time during which Licensee is deprived of Licensee's use of the Educational Space. In no event shall Licensor be liable to Licensee for any loss or damage occasioned by any such Casualty,

except to the extent that such Casualty resulted from the negligent act or omission of Licensor.

SECTION 21: CONDEMNATION

(a) If the whole of the Building, or that portion of the Building containing the Incubator Space, is condemned or taken in any manner for any public or quasi- public use or purpose (a "Condemnation") or if the Contract shall be terminated as a result of such Condemnation, then this Agreement shall cease and terminate as of the date of the Condemnation, and Licensee shall surrender the Educational Space to Licensor or to the Owner (as appropriate) provided that such surrender shall have no effect on the obligations of the Owner under Section 5.2 (H) of the DLDA, so that the Owner shall have the obligation to provide alternative Educational Space, reasonably satisfactory to Licensee, and to extend the Term appropriately. Licensor shall have no responsibility or liability with respect thereto.

(b) In the event of a partial Condemnation of the Building which does not include the Incubator Space, and to the extent that the Contract shall thereafter continue in full force and effect, this Agreement shall continue in full force and effect.

(c) Licensee hereby acknowledges that in the event of any Condemnation, Licensee shall have no claim against any of the proceeds of such Condemnation, except to the extent that any such proceeds are expressly attributable to Licensee's Supplies.

SECTION 22: TERMINATION

(a) If Licensee fails to perform any of Licensee's obligations under this Agreement when due or called for, and fails to cure such default within thirty (30) days after written notice from Licensor of such default (or if the default is not capable of being cured within such thirty (30) day period, then within such additional time as is reasonably necessary to cure such

default, provided further that Licensee immediately proceeds to commence curing said default and, thereafter diligently and continuously proceeds to complete such cure within the shortest time reasonably possible) or if Licensee shall be subject to an involuntary filing for bankruptcy, or a receiver be appointed for Licensee's personal property, and such filing or appointment is not vacated, dismissed, or set aside within thirty (30) days from its entry, or if Licensee shall voluntarily file for bankruptcy or if Licensee's interest in this Agreement shall pass by operation of law to any person other than Licensee, then any such condition shall be deemed an uncured default by Licensee (an "Event of Default").

(b) Subject to the provisions of Section 23 below, following an Event of Default, Licensor may elect to terminate this Agreement immediately, and take such action as Licensor shall deem necessary or desirable to recover any monies owed to Licensor by Licensee pursuant to this Agreement.

SECTION 23: DISPUTE RESOLUTION PROCEDURE

(a) Licensor, Licensee and the Owner agree that they shall endeavor to resolve any dispute that may arise under this Agreement through the procedures set forth in this Section 23 (the "Dispute Resolution Procedure") prior to filing suit in court and prior to terminating this Agreement on account of an Event of Default. Either Licensor or Licensee may initiate the Dispute Resolution Procedure by delivering a notice of conflict to the other party (a "Notice of Conflict") setting forth: (i) the subject of the dispute; (ii) the party's position; and (iii) the relief requested. Within five (5) business days of delivery of the Notice of Conflict, the receiving party shall respond in writing with a statement of its position. Thereafter, representatives of each party with full settlement authority shall meet at a mutually acceptable time and place in the City of New Haven within ten (10) days of the delivery of the Notice of Conflict (the "Dispute Meeting") in order to attempt to negotiate in good faith a resolution to the dispute, and the Owner shall be entitled to attend the Dispute Meeting.

(b) If the dispute is not resolved by way of the Dispute Meeting, the dispute shall be submitted to mediation under the Commercial Mediation Procedures of the AAA in effect on the Effective Date of this Agreement, or under such other rules as Licensor and Licensee may agree upon (the "Mediation"). The Mediation shall be with the AAA, or, if agreed upon, through use of a private mediator chosen by Licensor and Licensee. The Mediation shall occur in the City of New Haven, unless otherwise agreed. The mediator's fees and the filing fees, if any, shall be shared equally. Agreements reached in the Mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(c) If the dispute is not resolved by way of the Dispute Meeting or the Mediation, the dispute(s) may be referred for an advisory opinion to a neutral party who shall be retained by Licensor and Licensee, and such neutral party shall establish such procedures as will allow him or her to promptly consider the dispute and issue a written advisory opinion. Costs and fees for the neutral party shall be equally shared by Licensor and Licensee. Third parties relevant to the adjudication of the dispute may be added to the advisory opinion proceedings if agreed to by Licensor and Licensee. Licensor and Licensee agree that the neutral party's advisory opinion shall not be admissible in subsequent litigation.

(d) No passage of time or delay caused by pursuit of the Dispute Resolution Procedure shall prejudice the rights of either Licensor, Licensee or the Owner, and to the extent necessary, Licensor, Licensee and the Owner shall enter into an agreement to extend the statutes of limitations with respect to the subject matter of the dispute.

SECTION 24: SURRENDER

(a) Immediately prior to the expiration or earlier termination of this Agreement, howsoever determined (the "Termination Date") Licensee shall remove all of Licensee's personal property (including any remaining Supplies) from the Educational Space and/or the Incubator Space. Chemicals must be disposed of or removed by Licensee at Licensee's sole cost and expense and in compliance with applicable laws and regulations. Following the removal of all such personal property, Licensee shall surrender the Educational Space

to Licensor in good order and repair, and in broom clean condition and Licensee shall deliver to Licensor all keys and access cards thereto. Any personal property of Licensee remaining within any portion of the Incubator Space (including, without limitation, the Educational Space) shall be deemed the personal property of Licensor, so that Licensor may use, sell or dispose of the same as Licensor deems fit.

(b) If Licensee shall fail to vacate the Educational Space in accordance with the provisions of Section 24(a) above on or prior to the Termination Date, then Licensee shall pay to Licensor a holdover fee in the amount of two hundred (200%) percent of the License Fee, pro-rated on a daily basis, until the date of such surrender.

SECTION 25: NOTICE

All notices, demands, requests or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below; or (3) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

Licensor: Licensor New Haven LLC
520 West Campus Drive
West Haven, CT 06516

With a copy to:

[ ]
[ ]
[ ]

City of New Haven, acting on behalf of
The Board of Education
165 Church Street
New Haven, CT 06510

With a copy to:

Corporation Counsel
City of New Haven
165 Church Street, 4th Floor
New Haven, CT 06510

And with a copy to:

Economic Development Administration
City of New Haven
165 Church Street, Floor 4R
New Haven, CT 06510

The Owner: WE 101 College Street LLC
150 Baker Avenue Extension
Suite 303
Concord, MA 01742

With a copy to:

[ ]
[ ]
[ ]

Licensor and Licensee shall have the right to designate a different address within the United States of America by the giving of notice in conformity with this Section 25.

SECTION 26: NON-SOLICITATION OF EMPLOYEES

Licensee hereby acknowledges that employees of Licensor have been carefully selected and/or received training from Licensor and agrees not to employ or solicit for employment any employee of Licensor during the Term and for a period of twelve (12) months following the Termination Date.

SECTION 27: GOVERNING LAW

This Agreement and the rights and responsibilities of Licensor, Licensee and the Owner hereunder shall be governed by the laws of the State of Connecticut. If any provision of this Agreement is invalidated by judicial decision or statutory enactment, the invalidity of any such provision will not affect the validity of any other provision of this Agreement. Licensor, Licensee and the Owner agree that the courts of the State of Connecticut shall have exclusive jurisdiction over any matter concerning this Agreement.

SECTION 28: TERMINATION OF CONTRACT

(a) In the event that the Contract shall be terminated at any time during the Term, then regardless of the reason for any such termination, this Agreement shall automatically terminate as of the termination date of the Contract, so that neither Licensor nor Licensee shall have any further rights, duties or responsibilities hereunder, but without prejudice to any and all rights, duties and responsibilities arising prior to the date of such termination.

(b) It is hereby agreed, stipulated and understood that the provisions of Section 28(a) above shall have no effect upon the obligations of the Owner pursuant to Section 5.2 (H) of the DLDA, which obligations shall survive the termination of the Contract.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the Effective Date.

LICENSOR

LICENSOR NEW HAVEN, LLC

BY:_____
Name: [ ]
_____
Title: _____
Duly Authorized

Dated:_____

LICENSEE

CITY OF NEW HAVEN ACTING FOR AND ON BEHALF OF THE NEW HAVEN BOARD OF EDUCATION

BY: _____
Justin Elicker
Mayor

Dated: _____

Approved for Form and Correctness:

_____
John R. Ward
Special Counsel to Economic Development

Dated: _____

Exhibit A

The Educational Space

Exhibit B

Environmental Health

Exhibit C

Safety Requirements

Exhibit D

License Fee

Exhibit E

The Services

Exhibit F

The Common Facilities

Exhibit G

The Equipment