



SERVICE AGREEMENT

EXHIBIT A

This Exhibit A lists the individual services, conditions, Licensors, Landlords, insurance requirements including required Additional Insureds, and other details for the MassRobotics 12 Channel Street locations, and is incorporated into your Service Agreement by reference.

MassRobotics – Boston Suite 202 and Suite 502

Address: 12 Channel Street, Suite 202 and Suite 502, Boston, MA 02210

Licensors: MR

Landlord: Economic and Development Industrial Corporation of Boston, 22 Drydock Avenue, Boston MA 02210 (EDIC/Boston)

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 MR 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:

MassRobotics, Inc., EDIC/Boston

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"):

"MassRobotics, Inc. and those entities listed in Exhibit A of the Service Agreement between the named insured and MassRobotics, Inc. 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:

MassRobotics, Inc.
12 Channel Street, Suite 202
Boston, MA 02210

COI Delivery & Sample: Prior to the date Client first operates in or uses the Premises, Client shall provide MR 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 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 1941.
- The structure is concrete piles, reinforced concrete, waffle slabs, Brick veneer exterior (masonry restoration 2003).
- The main roof is a built up roof system, newly installed in 2002.

- Heating in Suite 202 is provided by an independent HVAC system by Mitsubishi Electric
- Heating in Suite 502 is provided by a natural gas fed, low pressure steam central heating plant on the first floor,
- The building is fully sprinklered with a “wet” system including standpipes in each stairwell. Fire alarm system has a central Command Center (Notifier by Honeywell Systems installed 2011)

-Emergency Procedures:

A copy of the building’s emergency procedures is available at <http://massrobotics.org/emergency-procedures>

Accepted Payment Methods: ACH auto-debit, corporate or personal check, wire transfer, and ACH credit. ACH auto-debit is required for the co-working 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 MR 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 MR and Client may seek relief in connection with any Covered Disputes. MR 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 MR or the Licensors, the Client must present to MR 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 MR or the Licensors. Likewise, MR 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 MR 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 MR, the arbitration shall take place in AAA’s office closest to MR’s headquarters. MR 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. MR 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 – MR STE 202 & 502 Boston

Office Workspace	The MR 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, HVAC, trash pickup, etc. are included. Access is available on a 24 x 7 x 365 basis. Clients choosing the FlexLab offering may have limitations on the numbers of hours they can access FlexLab.
Office Furniture	Each individual with dedicated space is provided with a complete workstation, including a desk and adjustable office chair. 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 co-working and FlexLab, include guest reception services to greet guests for clients.
Internet	Individuals may access 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 can access a digital business telephone in the phone booths or conference rooms. You are welcome to use free VOIP services such as Skype.
Mail Services	All dedicated space offerings, as well as co-working and FlexLab, include a mail folder and mail services.
Copier & Printer	Service includes unmetered use of black and white and color printers and commercial-grade copiers for typical office use. Questions about printing multiple copies of brochures or extensive print jobs

	should be directed to a MR 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 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 MR staff member for details.
Kitchen Services	MR has fully stocked kitchens, which often include yogurts, granola bars, soft drinks, and other snacks and cold beverages. MR also stocks a full selection of. This service is included in your service fee and fair consumption is on the honor system.
FlexLab Prototyping Workspace	MR also offers shared lab benches or private 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.
Machine Shop Services	Through a partnership with an outside firm, MR offers on-site prototyping services and restricted access to CNC's, lathes, water jet, and other equipment. Separate charges will apply. Policy and safety certifications are required before access is granted.
3D Printer	Service includes use of 3D printers on a scheduled basis. Separate charges for materials will apply.
Electronics Lab Services	Through a partnership with Analog Devices, MR provides a shared electronics lab with oscilloscopes, DVMs, 3D printers, and soldering stations.
Design Software	Services include unmetered use of select CAD, PLM, BOM, and ERP software.
Other Benefits & Discounts	All MR clients are eligible for unique discounts on a variety of benefits such as parking programs and business services. Benefits are added regularly and communicated via email.