

CLIENT RULES AND REGULATIONS

In conjunction with the lease between LESSEE and Cummings Properties, LLC (“CPL”), the following Rules and Regulations (as amended from time to time, the “Rules”) govern the general use, care, safety, appearance, and cleanliness of the leased premises, building(s), facilities and approaches, common areas (as defined in the lease), operations of the various client firms therein, and preservation of good order therein. As required by each client’s lease, all LESSEEs are responsible for assuring compliance with these Rules by LESSEE and LESSEE’s employees, agents, affiliates, callers, visitors, contractors, occupants, invitees, guests, and others (“LESSEE parties”).

1. LESSEE shall file and periodically update with CPL, an Emergency Contact List, providing current contact names and phone numbers to be used in case of an emergency at the premises. In the event of a lockout, CPL may issue a key to any individual(s) named on LESSEE’s Emergency Contact List then on file with CPL.
2. LESSEE shall, upon request, provide CPL with a copy of all licenses and/or permits that may be required by any local, state, and/or federal governmental authority or any insurer in connection with LESSEE’s operations at the premises.
3. LESSEE shall, upon request, designate an authorized individual to make requests of CPL on LESSEE’s behalf. CPL’s provision of any services or maintenance in connection with allowed alterations and/or review thereof shall not make CPL a party to any contract between LESSEE and any contractor, subcontractor, vendor, supplier, or materialman.
4. Smoking (which in accordance with Massachusetts law includes use of items such as electronic cigarettes and personal vaporizers) is prohibited in any and all buildings and within 30 feet of any building entrance or operable building window.
5. Use or occupancy of all or any portion of the premises for sleeping or lodging purposes is prohibited. Pets/animals, including “therapy” and “emotional support” animals, are prohibited, except for use of a service animal by a person with a disability.
6. LESSEE shall immediately notify CPL in writing of any known potential safety hazard associated with the physical condition of the premises or any common area. Failure to so notify CPL shall impose on LESSEE full responsibility for any damage, injury, or other consequences arising out of such condition. Emergency planning for LESSEE parties (*e.g.*, fire drills, evacuation or safety plans, emergency plan procedures) is a LESSEE responsibility.
7. Any LESSEE with valuable equipment in its premises should consider installing a private alarm system. Any LESSEE installing a private alarm, however, must change its exterior door locks off CPL’s master key system to avoid accidental alarms during service calls.
8. LESSEE shall not place any sign, advertisement, notice, lettering, or other object outside the premises or on or near the glass of any window, door, partition, or wall visible to the exterior of the premises without CPL’s prior written consent. Non-building standard curtains, blinds, shades, and screens may not be attached, hung, or used in connection with any window or door at the premises without CPL’s prior written consent. Building directories shall display the names and locations of CPL’s clients, not others.
9. Solicitation of any kind (including but not limited to door-to-door sales, distribution of flyers under doors or on parked vehicles, and posting of any written material on or about any property managed by CPL) and sales or auctions of personal property in any common area, without prior consent from CPL are prohibited.
10. Common areas shall be used for LESSEE’s business use (only). Common areas shall not be used to store personal property or for recreational activities (*e.g.*, ball playing, in-line skating, skateboarding, performances, demonstrations, cookouts). The use of vehicles, wheeled devices, or motorized personal transporters (*e.g.*, bikes, rollerblades, “segways”) is prohibited inside any building, other than motorized devices used by mobility-challenged individuals. Separate rules govern LESSEE’s use of particular common areas, such as community conference rooms, atria, picnic and recreational areas, walking paths, and scenic vistas.
11. LESSEE shall not obstruct, alter, modify, restrict, or otherwise affect the appearance or use of any building, portion of any building, any life/safety devices, walkway, or approach thereto, including common areas.
12. LESSEE shall not, without CPL’s prior written consent, enter upon the roof of any building or premises, or install or attach any antenna, satellite dish, or any other device thereon. In the event the lease authorizes routine roof access for maintenance purposes, LESSEE must make prior arrangements with CPL to gain access.
13. LESSEEs and LESSEE parties shall only park in common area parking spaces (not to exceed the total number of spaces allowed by applicable municipal zoning regulations for LESSEE’s use) during daytime hours, and shall observe all driving signs, speed limitations, and posted parking restrictions, including without limitation limited duration parking spaces. Vehicle maintenance, repairs, and/or washing is strictly prohibited. Motor vehicles parked in violation of posted parking restrictions or stored or left in any parking area overnight without CPL’s prior written consent may be towed at LESSEE’s expense. CPL may charge LESSEE for vehicles parked overnight (\$150 per vehicle, per night, \$250 per vehicle, per night for box or cube-style trucks, and \$1,000 per vehicle, per night, for all other or larger vehicles, such as dump-style trucks and tractor and trailer-style trucks). Where CPL has consented in writing to overnight parking, the vehicle must be parked in a designated overnight parking area with a written permit from CPL prominently displayed on the dashboard.
14. If CPL makes available to LESSEE any equipment and/or tools (*e.g.*, pallet jack, dock plate, and/or hand truck) (“Equipment”), then as a condition to any such use of the Equipment, LESSEE (i) accepts the Equipment in “as-is” condition; (ii) acknowledges the Equipment is provided solely as a courtesy to be used at LESSEE’s sole risk; (iii) knowingly and voluntarily waives, releases, and agrees to indemnify OWNER and CPL, its agents, employees, representatives, affiliates, and any other person acting for CPL or on its behalf,

from and against any and all claims, demands, costs, expenses, damages, injuries (including death), liabilities, and causes of action caused by or in any way arising out of the use, control, or condition of the Equipment; and (iv) acknowledges that CPL makes no representations and/or warranties whatsoever regarding the condition of the Equipment. Please note that no Equipment is made available in Beverly.

15. Freight, furniture, and bulky or heavy matter shall only be transported in freight elevators/lifts and are prohibited from passenger elevators. LESSEEs and LESSEE parties that transport items must protect elevators with elevator pads. CPL may restrict hours elevators are available, inspect all matter entering the building, and exclude from the building items that violate these Rules or any provision in the lease. No load shall be placed upon any floor that exceeds the load per square foot the floor is designed to carry and an elevator's maximum capacity/weight shall not be exceeded. Vibration eliminators or similar devices shall be use under machinery sufficient to eliminate vibration and noise.

16. LESSEE's trash may only be disposed of in a closed dumpster. If LESSEE is entitled to use a shared trash compactor, LESSEE will dispose of normal office trash (only), not dispose of sizable items, and activate the compression mechanism each time a trash deposit is made. Materials deposited in recycling dumpsters shall be separated appropriately and broken down as much as possible. Overloading a trash receptacle is prohibited.

17. Under federal and Massachusetts law, *it is illegal to throw away mercury-containing waste*. Fluorescent lamps, thermostats, electric switches, computer monitors, televisions, and many batteries contain mercury and must therefore be recycled or disposed of as hazardous waste. Failure to do so in accordance with government regulations is punishable by substantial fines. All Massachusetts businesses with fluorescent lamps containing mercury must have a legal disposal or recycling program in place. For more information, visit <https://www.mass.gov/guides/massdep-mercury-information>.

18. LESSEE shall protect carpeted areas with plastic or masonite chair pads under any rolling chairs to help guard against delamination, premature wear, and pulling and fraying of carpet, each of which could require costly repairs at LESSEE's expense.

19. Repair or replacement of plumbing, heating, or other equipment or fixtures necessitated by chemical or water damage from any source, including but not limited to corrosion of gas heaters by hydrocarbon and fluorocarbon vapors or damage to HVAC equipment due to excessive humidity, dust, and/or debris, shall be at LESSEE's sole cost and expense.

20. Water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were designed and constructed. Sweepings, rags, towels, rubbish, acid, and like substances shall not be deposited therein. Any and all damages resulting from misuse of any such fixtures shall be borne by LESSEE.

21. When LESSEE's utility costs are included in the base rent, heating and cooling will be provided for the premises, in season, Monday through Friday from 7:00 AM to 7:00 PM (approx.) and Saturday from 7:00 AM to 12:00 PM (approx.).

22. LESSEE shall allow CPL to obtain information from LESSEE's utility provider(s) as required. LESSEE shall not waste electricity or water in the building, shall cooperate with CPL to ensure the most effective operation of the HVAC system serving the premises, and shall only use methods of heating supplied by CPL.

23. Premises that are separately metered for water usage often feature a mechanical meter inside the building, with a remote meter wired to the building's exterior. In the event of a freeze-up of a remote unit rendering the meter reading inaccurate, the main meter will be read to confirm correct usage. Any discrepancy is typically corrected on the invoice following the reading of the main meter.

24. All measurements relating to the premises or building are approximate and are made according to CPL's standard unit dimensioning procedures and formula. Units are typically measured to the center of any walls shared with an abutting client and to the outside of any exterior wall or other non-shared wall.

25. In most cases, suites in buildings with common corridors have one low-energy fluorescent hallway lighting fixture tied into their electric service and one HVAC distribution duct supplied by their HVAC system for every 1,000-1,800 square feet of leasable area. Please contact the maintenance shop immediately if any light fixture abutting your premises is not working at any time.

26. CPL provides normal maintenance services Monday through Friday (except holidays) from 7:00 AM through 4:00 PM. LESSEE may place a service call during those hours by phoning CPL's maintenance shops directly at 781-932-7021 or 978-720-4028 (for Beverly clients), or by visiting www.cummings.com. LESSEE shall promptly move its property as requested by CPL to enable CPL to perform maintenance to the premises and/or the building, and shall (without charge) make electricity available to CPL, its contractors, agents, and employees during the making of repairs, alterations, additions, and improvements in/around the premises. Any LESSEE desiring 24-hour maintenance coverage, non-standard maintenance, or after-hours emergency service must contract for same with a third-party vendor. LESSEE shall not engage or pay any employee of CPL to render services to LESSEE without CPL's prior written consent.

27. LESSEE shall pay CPL a minimum legal and administrative fee of \$450 in advance of any request for CPL's consent or approval, including consent to a lease assignment, estoppel certificate, sublease, or a consent and waiver for financing. LESSEE shall also promptly reimburse CPL for any additional legal and administrative charges in conjunction with any such consent or approval and in connection with CPL's enforcement of any term of the lease.

28. CPL reserves the right to make such other and further rules and regulations or to amend these Rules as in its sole judgment it deems necessary, desirable, or proper. In the event of any inconsistency between the Rules and the lease, the terms of the lease shall govern. The Rules are in addition to, and shall not be construed to in any way modify or amend, the terms and conditions of the lease. No waiver, express or implied, of a Rule by CPL for the benefit of any party shall be construed as a waiver of any such Rule in favor of any other party, nor prevent CPL from enforcing any such Rule against any or all other parties subject to these Rules. CPL shall not be responsible to any client for the non-observance or violation of any Rule by any other client.