

625 Mount Auburn StreetFitness Center Agreement

625 Mount Auburn Street, Cambridge, Massachusetts (the "Building"), is an office building owned by EOS at 625 Mount Auburn, LLC ("Owner"), and managed by CB Richard Ellis, Inc. ("Manager"). Owner has installed a fitness center (the "Center") on the first floor of the Building. The undersigned (the "User") desires to use the Center. Use of the Center is restricted to qualified employees. For purposes of this agreement, a "qualified employee" shall mean an individual: (a) who is either a tenant or an employee of a tenant in the Building; (b) whose principal base of business operation is in the Building; and (c) who has executed a Fitness Center Agreement. The User warrants and represents that the User is a qualified employee and is currently employed by the company whose name is printed below ("Employer").

NOW THEREFORE, the User, Owner and Manager mutually agree as follows:

In consideration of Owner and Manager allowing the User to utilize the Center, the User agrees as follows:

- a) The User understands that the Center will not be staffed or supervised by Owner, Manager or Employer and that any employees or agents of Owner, Manager or Employer who may be present in the Center from time to time are not trained or authorized to provide fitness or medical assistance or advice.
- b) The User will not allow guests to access the Center or otherwise invite or encourage the use of the Center by any unauthorized person.
- c) The User understands that any exercise may create physical stress resulting in harmful effects. It is solely the User's responsibility to consult with a physician prior to utilizing the Center, to remain under medical supervision if appropriate and to seek medical assistance in the event of any injury. The User hereby indemnifies and holds harmless Owner, Manager and Employer, and their respective officers, directors, members, agents, employees (other than the User), successors and assigns, from and against any and all claims, including but not limited to those for personal injury, death and/or property loss and damage, arising directly or indirectly from the User's use of the Center and any fitness equipment located therein (the "Equipment").
- d) The User agrees to comply with any rules and regulations adopted by Owner or Manager regarding the use of the Center, which rules and regulations shall be posted in the Center and may be modified from time to time at Owner's or Manager's sole discretion.
- e) Prior to utilizing any Equipment, the User agrees to inspect such Equipment to determine whether it is in proper working order. The User agrees to notify

Manager if, in User's opinion, any Equipment is not in working order and refrain from use of said Equipment until it has been repaired.

- f) Any personal property brought into the Center by the User shall be at his or her sole risk.
- g) The User will notify Manager immediately if the User ceases to be a "qualified employee".
- h) The license granted to the User by this Agreement is revocable or terminable by Owner or Manager at the sole discretion of either.
- i) This Fitness Center Agreement may be assigned by Owner or Manager without the consent of the User.
- j) This Agreement shall be construed under the laws of the Commonwealth of Massachusetts and shall not be construed as a lease or other rental agreement.

Executed the 5th day of October, 2016.



USER SIGNATURE

Paul Woodall

USER NAME (PRINT)

USER EMPLOYER (PRINT)