

McGovern Center License Agreement
By and Between
Cornell University
And
«Company»

THIS License Agreement (“License”), made and entered into this **X** day of **MONTH, YEAR** by and between Cornell University, c/o Real Estate Dept., Box DH-Real Estate, Ithaca, New York 14853, hereinafter called the University, and **«Company»**, an incorporated company, doing business at **«Business_Address»**, United States, hereinafter called Licensee.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1.0 Licensed Facilities.

The University hereby licenses to Licensee those facilities within the Kevin M. McGovern Family Center for Venture Development in the Life Sciences (the “Center”), on the fourth floor of Weill Hall (the “Building”), on the campus of Cornell University, Ithaca, NY, that are described in Appendix 1 (“Private Facilities”). In addition, Licensee is hereby granted permission to use in common with University and other Center Licensees those facilities described in Appendix 2 (“Shared Facilities”) and the equipment listed in Appendix 3 (“Shared Equipment”). Together the Private Facilities and Shared Facilities are hereinafter referred to as “the Premises.”

2.0 Use of Premises.

Licensee shall use the Premises for **<<short description, supplied by LW>>** as more particularly described in Appendix 4 (“Permitted Use”), and for no other purpose.

3.0 Term.

The term of this License shall commence on **START DATE** and shall expire on **START DATE+1YR**, unless sooner terminated as provided herein. This License may be renewed upon the joint consent of the parties.

4.0 License Fee.

Licensee shall pay the University a license fee of **\$XX** month, commencing on **START DATE**. The license fee shall be payable in advance on the first day of each month. Any license fee payment that is not received by University within five (5) days of the due date shall be accompanied by a “late charge” equal to five percent (5%) of such payment.

5.0 Security Deposit.

Upon signing this License, Licensee shall deposit with University the sum of **XX and xx/100 DOLLARS (\$xx.00)** as security for the full and faithful performance of every provision of this License to be performed by Licensee (the “Security Deposit”). University will be entitled to use the Security Deposit for repair or replacement of damaged or destroyed equipment, or to repair damage to the Premises resulting from any action or negligence on the part of Licensee or its employees, servants, agents, representatives or visitors. University may also apply the Security Deposit to any fees owed by Licensee or to compensate University for any other damages or liabilities it incurs as a result of Licensee’s failure to observe the License terms. If any portion of the

Security Deposit is to be used or applied by University, Licensee shall, within five (5) days after written demand therefore, deposit cash with University in an amount sufficient to restore the Security Deposit to its original amount. University shall not be required to keep this Security Deposit separate from its general funds nor to pay interest to Licensee. The Security Deposit shall be returned to Licensee within thirty (30) days of the expiration or sooner termination of this License, less any amounts owed to University.

6.0 Early Termination.

Either party may terminate this license for convenience upon 6 months advance written notice to the other party. Upon such early termination, the license fee shall be prorated to the date of termination.

7.0 Premises Accepted As-Is.

Licensee has examined the Premises and agrees to accept possession of the Premises in its "AS-IS, WHERE IS" condition and state of repair. Licensee acknowledges that University has not made any representations or warranties with respect to the condition of the Premises or its fixtures or equipment.

8.0 Maintenance, Repairs and Alterations.

- 8.1 The University shall have sole responsibility for ordinary repair and maintenance of the Premises and of any Shared Equipment, except that Licensee shall be responsible for the cost of any repairs to the Premises or other University property and for the costs of any repairs or replacement of Shared Equipment required as a result of any negligent act or omission by Licensee, or its employees, agents, or invitees. Licensee shall promptly notify University of any such damage and University shall make such repairs or replacements at the sole cost and expense of Licensee. Licensee shall be solely responsible for the maintenance and repair of any of its private equipment. Replacement of Shared Equipment, whether necessitated by Licensee or otherwise, shall be at University's sole option.
- 8.2 Licensee shall keep the Premises in a clean, neat, sanitary and safe condition and shall remove all trash, paper, discarded materials, and other debris (other than hazardous substances) from the Premises and place it in areas designated by University for collection. Licensee shall treat hazardous material as prescribed in Section 13 below.
- 8.3 Licensee may submit requests for alterations, additions, improvements, signage or other changes to the Premises to University, which may approve or deny the request in its sole discretion. University shall perform any approved work at Licensee's expense. University hereby reserves the right at any time to make changes, alterations or additions to the Premises so long as Licensee's permitted use of the Premises is not materially impaired.

9.0 Access to the Premises.

- 9.1 Access by Licensee. Licensee and its authorized employees shall have 24-hour key-card access to the Premises.
- 9.2 Access by University. Licensee shall permit access to the Private Facilities by University staff and/or government officials upon request to conduct periodic environmental and safety inspections. The scope of such inspection may include, but not be limited to, testing and inspection of the HVAC system, laboratory exhaust venting system fume hoods, biological safety cabinets and any other Licensee equipment. University reserves the right to access the Private Facilities without notice in case of emergency. University may access Shared Facilities at any time, for any purpose.

10.0 Premises Security.

The University shall make reasonable efforts to maintain Premises and Building security according to the University's own security standards, but the University makes no representations as to security of the Building or the Premises and shall not be responsible for any breach in Building or Premises security, nor for any trespass, theft, vandalism, loss or damage whatsoever that may occur in the Building or the Premises. Licensee shall take reasonable and routine safety and security precautions when accessing the Building and the Premises, and shall not provide unauthorized persons with access to the Building or the Premises.

11.0 Compliance with Laws and Policies and Rules.

- 11.1 Licensee shall comply with all applicable federal, state and local laws (including, without limitation, environmental and export control laws), ordinances, codes, rules, permits, licensing conditions and regulations, and any amendments thereto.
- 11.2 Licensee shall comply with all applicable University policies, including but not limited to those policies identified in Appendix 5.
- 11.3 Licensee shall comply with the Building rules attached hereto as Appendix 6. Any future modifications to the Building rules promulgated by University shall become binding upon Licensee upon University giving Licensee notice of such modifications.
- 11.4 Licensee shall take all steps necessary to remedy any known violation of any applicable law, policy, or rule by Licensee, its employees, agents, or invitees, whether or not a citation or other notice of violation has been issued by a governmental or University authority.

12.0 Prohibited Research.

The McGovern Center does not permit the use of animals for research, and animals are strictly prohibited from Center and Premises (service animals alone excepted). Licensees are prohibited from conducting research with human subjects.

13.0 Use of Hazardous Substances.

- 13.1 Licensee shall participate in University's Pre-Operational Safety, Health & Environmental Review ("POSHER") prior to introducing any Hazardous Substances to the Premises. Following the initial POSHER, Licensee shall give University prior written notice of any proposed changes to its list of approved Hazardous Substances. For purposes of this Agreement, "Hazardous Substance" means, without limitation, any substance or condition (including mold) that could pose a reasonable threat to human health as established with reasonable medical certainty, and any flammable, explosives, radioactive materials, asbestos, formaldehyde foam insulation, polychlorinated biphenyls, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), Articles 15 and 27 of the New York State Environmental Conservation Law or any other currently applicable Environmental Law and regulations promulgated thereunder. Licensee's POSHER form and any updates thereto are attached as **Appendix 7**.
- 13.2 No Hazardous Substances may be brought onto the Premises without the prior written consent of University. Licensee may not increase the amount of any approved amount of Hazardous Substance without the prior written consent of University.
- 13.3 Licensee shall be solely responsible for obtaining any permits required to use, handle or store Hazardous Substances at the Premises.
- 13.3 Licensee shall immediately notify University of any release of Hazardous Substances arising from or related to Licensee's activity on the Premises and shall be responsible for the costs of remediating any resultant damage to property, persons, and/or the environment. Licensee shall also immediately notify University of any other release of Hazardous Substances at the Premises of which it becomes aware.
- 13.4 Licensee shall arrange with University for the proper transportation and treatment, storage, recycling, use, reuse or disposal of all Hazardous Substances which Licensee no longer uses or which are "wastes" to Licensee.
- 13.5 Licensee shall provide University with MSDS sheets for any chemical entity that it uses or intends to use or stores or intends to store, whether deemed a Hazardous Substance or not, prior to Licensee's first-time receipt of that specific chemical entity onto the Premises.
- 13.6 Licensee shall upon expiration or termination of this Agreement, surrender the Premises to University free from the presence and contamination of any Hazardous Substance.

13.7 Following any breach by Licensee of the provisions of this Section, or in response to any reasonable safety or environmental concern by University, University may withdraw its consent to Licensee's Hazardous Substance activity (or any portion thereof) by written notice to Licensee, and in such event, Licensee immediately shall terminate its Hazardous Substance activity and shall 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 University's sole satisfaction.

14.0 Services and Supplies.

14.1 The University shall provide Licensee the following services at University's expense: electricity, gas, vacuum, water, Type 1 RO/DI Water, janitorial service, hazardous waste and laboratory waste disposal.

14.2 University shall provide Licensee with the following services at Licensee's expense: telephone service, and network and printing services. User fees for telephone service and network services are described in Appendices 8 and 9 respectively. In addition, University shall offer commuter and parking services on an as-available basis, at Licensee's expense. All such fees accumulated each month will be invoiced to Licensee for payment with the next month's license fee.

14.2 Licensee also will be responsible for all consumable supplies necessary for its own use of shared laboratory equipment on the Premises.

15.0 Taxes.

The Building is currently exempt from real property tax. Licensee covenants that it will conduct no activity, operations or uses in the Premises or Building that may jeopardize such exemption from real property tax, but in the event and to the extent that this Agreement or Licensee's activities, operations, equipment or uses cause the Premises or Building to become taxable, then Licensee shall pay such taxes as are attributable to Licensee's activities, operations, equipment or use. The University agrees to pay taxes when due in the first instance to the proper governmental agency or authority, subject to reimbursement by Licensee within thirty (30) days of written request by the University.

16.0 Indemnification and Assumption of Risk.

16.1 Licensee shall indemnify and hold University harmless from and against any claim, demand, cause of action, fine, penalty, damage, loss, liability, expense or judgment (including, without limitation, reasonable investigation and attorney's fees, both at trial and on any appeal or up to any settlement) arising from or related to:

- (a) the use or occupancy of the Premises or other University property by Licensee, its agents, contractors, employees, or invitees, expressly including but not limited to any conduct, activity, omission, or operation involving the use, handling, generation, treatment, storage, disposal, or other management or relicense of any

Hazardous Substance at, from or to the Premises by Licensee, its agents, contractors, employees, or invitees;

- (b) death, personal injury, and/or property damage resulting from any act or omission of Licensee, its agents, contractors, employees or invitees; or
- (c) any failure by Licensee to perform or comply with any of Licensee's covenants, obligations or liabilities hereunder.

16.2 Licensee hereby assumes all risk of loss, theft, misappropriation, damage to or destruction of its intellectual property, equipment, trade fixtures, materials, experiments, tools, samples, specimens, or other personal property kept or stored in the Premises, and waives any and all claims related thereto against University.

16.3 The obligations and liabilities of Licensee under this Section 16 shall survive the expiration or other termination of this License.

17.0 Insurance.

17.1 Licensee shall not take possession of the Premises prior to the delivery to University of insurance certificates meeting the requirements herein. All policies required herein must be issued by insurance companies rated at least A- by A.M. Best and must be issued on ACORD form or equivalent certificates. All liability policies shall name University as an Additional Insured. No policy may be cancelled, materially reduced, or expire without at least thirty (30) days prior written notice being given by the insurer to University. There shall be no cross liability endorsement to the any policy that prohibits University as an additional insured from filing a claim against the named insured and having the required insurance respond. Licensee shall provide the following minimum insurance:

17.2 Workers' Compensation Insurance and Employer's Liability Insurance in a form and amount covering Licensee's full liability in accordance with the laws of the State of New York. A waiver of subrogation in favor of Cornell University shall be endorsed to the policy.

17.3 Nothing contained hereinabove shall relieve Licensee from liability that may exist as a result of work-related injuries among Licensee's employees, consultants, contractors and agents that may occur on the Premises.

17.4 Commercial General Liability (form CG0001 or equivalent) with limits of:

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal Injury
- \$2,000,000 Products/Completed Operations
- \$2,000,000 General Aggregate

- 17.5 Licensee's Commercial General Liability Insurance shall provide coverage for "Premises & Operations", "Premises Medical Payments", "Personal & Advertising Injury" and "Contractual Liability" insurance. The latter shall provide coverage for an "insured contract" which should be specifically defined as:
- "A contract for a license of premises", and
 - "That part of any other contract or agreement pertaining to Licensee's business under which Licensee assumes the tort liability of another party to pay for "bodily injury" or "property damage" to any third party or organization".
- 17.6 There shall be no exclusions or limitations in Licensee's Commercial General Liability Insurance coverage for either explosions or pollution.
- 17.7 Nothing contained hereinabove shall relieve Licensee from liability that may exist as a result of damage from fire or other casualty on the Premises.
- 17.8 Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.
- 17.9 Nothing contained hereinabove shall relieve Licensee and/or its individual employees, contractors, consultants or agents from liability for Bodily Injury and Property Damage that may exist as a result of an at-fault motor vehicle accident that may occur on the Premises.
- 17.10 Property Insurance, fire and extended coverage form in an amount sufficient to reimburse Licensee for all of its personal property maintained on the Premises. Coverage shall be written on a "Special Perils" basis for the actual replacement costs of the covered equipment and property. A waiver of subrogation in favor of Cornell University shall be endorsed to the policy.
- 17.11 Copies of insurance certificates shall be provided to University as follows:
- 1) **Cornell University Real Estate Department**
15 Thornwood Drive, Ithaca, NY 14850
Attn: Director, Real Estate
 - 2) **Cornell University Office of Risk Management**
395 Pine Tree Rd, Suite 220, Ithaca, New York 14850
Attn: Director, Risk Management
 - 3) **Cornell University**
Kevin M. McGovern Family Center
for Venture Development in the Life Sciences
526 Campus Road, Ithaca, NY 14850
Attn: Center Director

17.12 Licensee's failure to obtain or maintain any of the aforementioned insurance coverages shall constitute a default under this License. In such circumstance, at University's sole election, University may, but shall not be required to, obtain such coverage. Licensee shall immediately reimburse University for the costs of obtaining such coverage, including an administrative fee, in addition to any other remedies that University may have.

18.0 Sublet and Assignment.

18.1 Licensee may not sublet any part of the Premises.

18.2 Licensee shall not assign this License or permit the Premises or any part thereof to be used by others without the prior written consent of University, which consent shall be in the sole discretion of University.

19.0 Destruction.

19.1 If the Premises are damaged in part or whole from fire or other casualty, University shall, within thirty (30) days after the date of the damage, notify Licensee in writing as to whether the University will restore the Premises ("Casualty Notice"). If University determines to restore the Premises, University shall, at its expense, promptly and diligently repair and restore the Premises to substantially the same condition as existed before the damage. If University determines that it will not restore the Premises, this License will terminate on the date specified in the Casualty Notice.

19.2 Unless the damage is caused by Licensee's negligent or willful misconduct, the license fee shall abate in proportion to that part of the Premises that is unfit for Licensee's use. The abatement shall continue from the date the damage occurred until University completes the repairs and restoration to the Premises or the part rendered unusable.

19.3 Notwithstanding anything else in this Section, University is not obligated to repair or restore damage to Licensee's trade fixtures, furniture, equipment, or other personal property, or any Licensee improvements.

19.4 If University terminates this License Agreement as permitted by this Section 19, the license fee and other charges shall be payable up to the date of the Casualty Notice.

20.0 Default.

20.1 Any one or more of the following events shall each constitute an “Event of Default”:

- 1) If Licensee fails to pay the license fee or any other sum payable by Licensee under this Agreement, or fails to pay any other sum owed by Licensee to the University, when and as the same shall be due and payable, and such failure continues for five (5) days after such payment is due; or
- 2) If Licensee fails to maintain the insurance coverage required by Section 17 or fails to timely deliver a copy of any certificate or policy of insurance required thereunder and such failure continues for ten (10) days after written notice is given to Licensee; or if Licensee assigns this Agreement or sublicenses the Premises in violation of Section 18; or
- 3) If Licensee fails to perform or comply with any of the terms, conditions or provisions of this Agreement, other than those specified in Subsections 1) and 2) above, and fails to cure the same within thirty (30) days or receipt of written notice thereof from University; or
- 4) If Licensee files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future applicable federal or state law, or seeks or consents to or acquiesces in the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Licensee or of all or any substantial part of its properties or of Licensee’s interest in the Premises; or
- 5) If within sixty (60) days after the commencement of any proceeding against Licensee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future federal, state or other bankruptcy or insolvency statute or law, such proceeding shall not have been dismissed or if, within sixty (60) days after the appointment, without the consent or acquiescence of Licensee, of any trustee, receiver or liquidator of Licensee or of all or substantially all of its properties or of the Premises such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated; or
- 6) If Licensee abandons the Premises.

20.2 If any of the foregoing Events of Default should occur, University shall give Licensee written notice of such default stating that the License shall terminate on the date specified in the notice, which shall be at least five (5) days after the giving of such notice, and this

License shall terminate, expire and come to an end on the date fixed in such notice, as if such date were the date originally fixed in this License for the expiration thereof, and Licensee shall then quit and surrender the Premises to University.

20.3 Each right and remedy provided for in this License Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise by University of any one or more of such rights or remedies shall not preclude the simultaneous or later exercise by University of any or all other available rights or remedies University may elect.

20.4 No waiver of any condition or legal right or remedy shall be implied by the failure of University to declare a default, and no waiver of any condition or covenant shall be valid unless it be in writing signed by the University, and no waiver by the University in respect to one Licensee shall constitute a waiver in favor of any other Licensees.

21.0 End of Term.

21.1 Licensee shall, on the last day of the Term hereof, or upon any earlier termination of this Agreement, quit and surrender the Premises into the possession and use of University without delay, in good order, condition and repair (reasonable wear and tear excepted), with its property (including equipment and improvements, if any) removed, free and clear of all liens and encumbrances other than those, if any, created by University.

21.2 If, upon the expiration of the Term or earlier termination of this Agreement, Licensee shall not have removed its property from the Premises, then University shall have the right, at its election, in addition or in the alternative to its other rights with respect to the same, to either (i) deem such property abandoned and retain the same as its property, or dispose of the same without accountability in such manner as University may see fit, or (ii) to remove and store the same in a place satisfactory to University, in which event all expenses of such disposition (in excess of any amount received by University upon such disposition), removal and storage shall be charged to and be borne by Licensee, and University shall be reimbursed by Licensee for such expenses upon written demand therefor. Licensee shall repair any loss or damage to the Premises or any part hereof caused or resulting from the removal of its property (whether removed by or at the direction of University or Licensee).

22.0 Subordination.

This License is subject and subordinate to any existing or future mortgage, ground license, master license or indenture, and to any other existing encumbrances, together with any renewals, extensions, modifications, consolidations and replacements thereof, now or after the date of this Agreement, affecting or placed, charged or enforced against the all or any portion of the Premises, or any interest of University in them. This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Licensee agrees to consent to any modification of this Agreement requested by any mortgagee, ground lessor, or master lessor, or other party,

provided it does not reduce Licensee's rights or increase its monetary obligations under this Agreement.

23.0 Notices.

All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or three (3) days after mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice; provided, however, that notices of a change of address shall be effective only upon receipt thereof):

a. if to University, to:

Cornell University Real Estate Department
Box DH-Real Estate
15 Thornwood Drive, Ithaca, NY 14850
Attn: Director, Real Estate

And to:

Cornell University Office of University Counsel
300 CCC Building/Garden Avenue
Ithaca, NY 14853

b. if to Licensee, to:

<<Company>>
<<Business_Address>>
Attn: <<First>> <<Last>>, <<Job_Title>>

24.0 Center Venture Development Program.

24.1 Licensee understands that University is a not-for-profit 501(c)(3) organization that recognizes, educates, incubates and accelerates growing entrepreneurial companies with the potential to add significant value to the region, that the Center depends on a variety of funding sources, including grants and donations from individuals, corporations and government, to accomplish its mission and that Licensee will derive value as a result of its participation in the Program as an occupant on the Premises.

24.2 Licensee acknowledges that University intends to use the Premises and residency in the Premises as one part of the Center's overall program designed to help young life sciences ventures grow (the "Program").

24.3 Licensee agrees to work together with University to design an incubation program to foster development of Licensee's management team, Business Plan, and initial product offering during its residency on the Premises. This program will consist of related services to be delivered by University, a fair market value assigned by University for these services, and a Licensee obligation to repay University for full value of the delivered services, plus interest. Licensee agrees to negotiate in good faith with

University regarding the elements of Licensee's incubation program, its financial terms and the timetable for its implementation.

24.4 Licensee agrees that it will cooperate in supplying information about employment and revenue growth to the University from time-to-time during its occupancy and for five (5) years after the end of the Term. This information will be used to tabulate overall statistics for the Center and will not specifically identify Licensee without Licensee's permission. Licensee is encouraged, upon "graduation" and exit from the program and the Premises, to continue to support the Center's efforts through sharing its experiences in educational programs organized by the Center and through any other contributions that the Licensee may deem appropriate in the future.

25.0 Broker's Commission.

The parties represent that neither party has had any dealings with any realtor, broker, or agent in connection with the negotiation of this Agreement and that no broker, agent or such other person brought about this transaction. Licensee and University agree to indemnify and hold each other harmless from and against any claims by any broker, agent or other real estate salesperson claiming a commission or other form of compensation by virtue of this Agreement or of having dealt with Licensee or University with regard to this leasing transaction. The provisions of this Section shall survive the termination of this Agreement.

26.0 Successors and Assigns.

Subject to Section 18, the covenants and agreements contained herein shall bind and inure to the benefit of the parties, their successors, and authorized assigns.

27.0 Force Majeure.

In the event that either University or Licensee shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of act of god, strikes, lock-outs, labor troubles, inability to procure materials (including energy), power, casualty, inclement weather restrictive governmental laws, orders, or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this paragraph shall not operate to excuse Licensee from prompt payment of the License Fee or any other payments required by the term of this Agreement.

28.0 Relocation.

Prior to the Commencement Date and during the Term, University shall have the right to relocate Licensee to alternative space in the Center. Any such relocation shall be to premises of comparable size and quality as the Premises, and University shall bear the cost of providing Licensee with comparable improvements to those in place within the Premises. University shall provide Licensee with sixty (60) days prior written notice of such relocation, and University shall pay all reasonable moving costs incurred by Licensee as a result of such relocation, including the cost of telephone service relocation,

the reprinting of stationery and business cards and such other reasonable expenses that directly result from Licensee's relocation. In the event of any such relocation, the alternative space shall for all purposes be deemed the Premises hereunder and this Agreement shall continue in full force and effect without any change in the other terms or conditions hereof.

29.0 Right of University to Perform.

- 29.1 All covenants and agreements to be kept or performed by Licensee under any of the terms of this Agreement shall be performed by Licensee at Licensee's sole cost and expense.
- 29.2 If Licensee shall fail to perform any other act in its part to be performed hereunder, and such failure should continue to ten (10) days after written notice thereof by University, then without waiving any default of Licensee or releasing Licensee from any obligations of Licensee hereunder, University may make, but shall not be obliged to make, any such payment or perform any such other act on Licensee's part to be made or performed hereunder. All sums so paid by University and all necessary incidental costs together with interest thereon at the maximum rate allowable by law from the date of such payment by University shall be deemed Additional Fees and should be paid by Licensee to University immediately upon demand, and University shall have, in addition to any other right or remedy of University under this Agreement, the same rights and remedies in the event of nonpayment thereof by Licensee as in the case of default by Licensee in the payment of the License Fee.

30.0 Attorneys' Fees.

If either University or Licensee shall bring an action against the other by reason of the breach of any provision of this Agreement, the unsuccessful party shall pay to the prevailing party its out-of-pocket costs and reasonable attorneys' fees.

31.0 Holding Over.

If Licensee fails to vacate the Premises at the expiration or sooner termination of this Agreement, then Licensee shall pay University the License Fee at two times the monthly rate specified in Section 4 for the time Licensee remains in possession and, in addition thereto, shall be responsible for and reimburse University for all direct and consequential damages sustained by University by reason of Licensee's retention of possession. The provisions of this Section do not exclude University's rights of re-entry or any other right or remedy of University hereunder.

32.0 Waiver of Jury Trial.

It is mutually agreed by and between University and Licensee that to the fullest extent permitted by law they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this License, the relationship of University and Licensee, Licensee's use or occupancy of the Premises.

33.0 Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to conflicts of laws principles.

34.0 No Partnership.

Neither this Agreement nor anything contained herein shall be deemed to make University in any way or for any purpose a partner, joint venturer or associate in any relationship with Licensee other than that of Licensor, nor shall this Agreement or any provisions thereof be construed to authorize either party to act as agent for the other except as expressly provided in this Agreement.

35.0 Authorization.

Each of the individuals executing this Agreement on behalf of the Licensee or the University warrants to the other party that such individual is authorized to do so by requisite action of the party to this Agreement and agree upon request to deliver to the other party a resolution or similar document to that effect.

36.0 Entire Agreement.

Upon the execution and delivery hereof, this instrument shall constitute the entire agreement between the University and Licensee for License of the Premises. This Agreement cannot be changed orally, but only by an agreement in writing and signed by the both parties.

IN WITNESS WHEREOF, University and Licensee have executed this Agreement of the day and year above first written.

For Cornell University

By: _____

Title: Director, Real Estate Department

Date: _____

For Licensee: «Company»

By: _____

Title: _____

Date: _____

Appendix 1:
Private Facilities

a. <Room number(s), Square Footage>

<insert floor plan here>

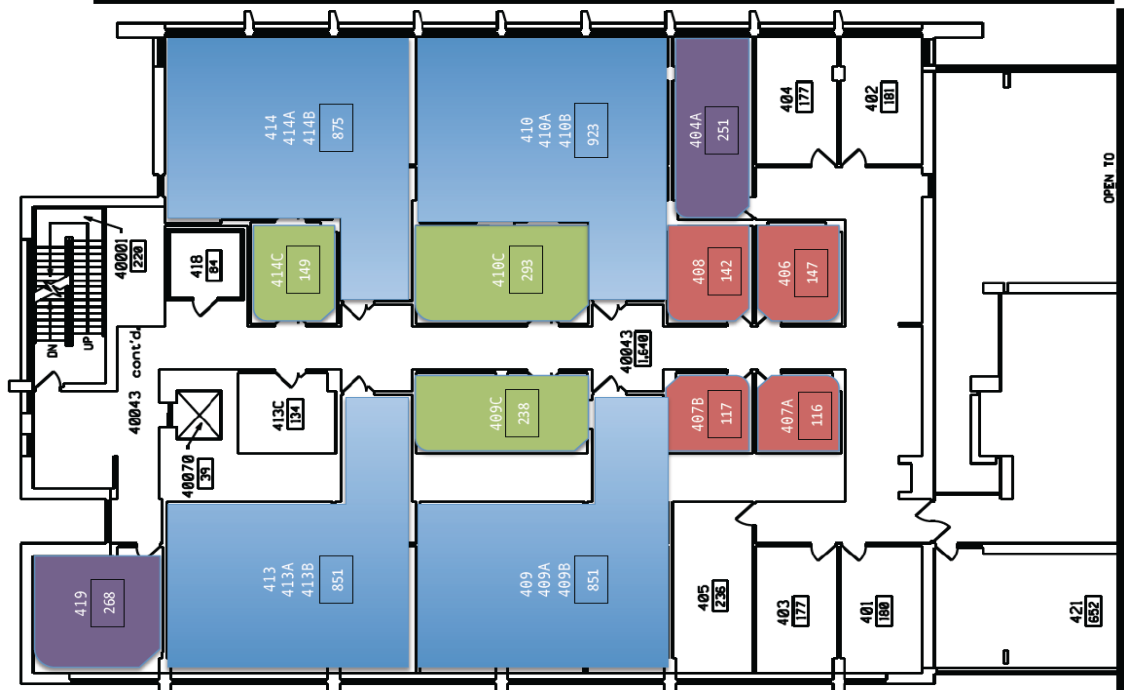
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Appendix 2: Shared Facilities

- a. 404A Weill Hall, Small Conference Room- 251 square feet*
- b. 413C Weill Hall, Lab Prep - 134 square feet
- c. 414C Weill Hall, 32°F Cold Room- 149 square feet
- d. 419 Weill Hall, Break Room- 268 square feet *
- e. 421 Weill Hall, Large Conference Room- 652 square feet*
- f. 401 Weill Hall Reception/Waiting area – 25 square feet*
- g. Weill Hall 4th Floor North Stairwell, Area 4 0001 – 220 Square Feet
- h. Weill Hall 4th Floor North Service Elevator, Area 4 0070 -- 39 Square Feet
- i. Weill Hall 4th Floor North Front Corridor-Copy Area/Central Corridor/Back Corridor, Area 4 0043 – 1,640 Square Feet

* Availability scheduled through Administrative Staff of Kevin M. McGovern Family Center for Venture Development in the Life Sciences

McGOVERN CENTER: LICENSABLE SPACES/SIZE



KEY: ■ Lab/Office Suites ■ Either "MiniLabs", or Lab Prep Area for Lab/Office Suite ■ Day Offices ■ Conference/ Break Rooms

Appendix 3
Shared Equipment

Location	Shared Equipment
404 Weill Hall Reception/Copy Area	Digital Full Color Multifunctional System
413C Weill Hall, Lab Prep	Autoclave, Icemaker, Lab glassware washer, Type 1 RO/DI Water Supply*
414C Weill Hall	0°C Cold Room
419 Weill Hall, Break Room	Refrigerator/Freezer, Microwave Oven, Toaster Oven*, Dishwasher*, Coffee Service*, Chilled and Hot Water Service*
Weill Hall 4th Floor North Elevator/Back Lobby Area 40043A	Floor-mounted Centrifuge*, -80°C Freezer*, -20°C Freezer*, Cell Shaker Platform*
To be Assigned	Videoconferencing/teleconferencing facility*, AV/PC Projector*

* To be installed by University

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Appendix 4
Permitted Use

<INCUBATION PLAN SUPPLIED BY LOU WALCER>

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Appendix 5 University Policies and Procedures

Policy 2.4, Health and Safety:

<http://www.dfa.cornell.edu/treasurer/policyoffice/policies/volumes/facilities/health.cfm>

How To Report An Emergency:

<http://sp.ehs.cornell.edu/how-to-report-an-emergency/Pages/default.aspx>

Laboratory Safety Manual and Chemical Hygiene Plan:

<http://sp.ehs.cornell.edu/lab-research-safety/laboratory-safety-manual/Pages/default.aspx>

Hazardous Waste Manual:

<http://sp.ehs.cornell.edu/lab-research-safety/chemical-safety/hazardous-waste-manual/Pages/default.aspx>

Biological Safety Manuals:

<http://sp.ehs.cornell.edu/lab-research-safety/bios/biological-safety-manuals/Pages/default.aspx>

Appendix 6
Weill Hall Building Rules

Requesting Access: <http://blogs.cornell.edu/whfs/access-to-weill/>
Reserving Space: <http://blogs.cornell.edu/whfs/reservations/>
Posting Notices: <http://blogs.cornell.edu/whfs/posting-a-notice/>

For Weill Hall Standard Operating Procedures and other applicable safety procedures, see:
<http://blogs.cornell.edu/whfs/weill-hall-safety-links-and-information/>

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Appendix 7

Attached POSHER

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Appendix 8
Premises Telephone Service Usage Fees

Item	Setup/Per Incidence Charge	Recurring (Monthly) Charge
Telephone/Data line setup	\$65.00	See below
Basic Analog Voice Service	No Charge	\$22.55
Basic Digital Voice Service	No Charge	\$30.55
Long Distance/Information/ Other Use-Related Items	Billed through to <<COMPANY>> at University cost	
Local Calls	No Charge	

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Appendix 9
Premises Network Services Fees

Service Level	Description	Setup/ Per-Incident Charge	Recurring Charges
ENTRY/1	<ul style="list-style-type: none"> - Dedicated subnet, with one of the tenant group (or an incubator staff member) set up as its netadmin. - Booklet containing do-it-yourself setup instructions for shared Incubator services (such as printer, scanner, etc.) and links to available Cornell services (EZ Backup, DNS/DHCP management tools, etc.). 	\$200	Time and Materials (“T&M”) per request
BASIC/2	<p>All of the above, plus:</p> <ul style="list-style-type: none"> - Technician to assist with hooking up to shared Incubator services such as printer, scanner, etc. - Initial security (patching and antivirus) assessment and recommendations. - Verbal diagnosis of problems - we recommend course of action, customer performs any actions. 	\$400	T&M per request
ADVANCED/3	<p>All of the above, plus:</p> <ul style="list-style-type: none"> - Application installation (customer handles purchasing/licensing) and troubleshooting. - Customer performs any OS rebuilds needed. - Hardware troubleshooting / parts replacements except for mainboard swaps. - Network management – DNS, DHCP, ACL/firewall. - Managed security incident response. 	\$600	\$25/device/month

Appendix 9: Premises Network Services Fees (Continued)

Service Level	Description	Setup/ Per-Incident Charge	Recurring Charges
A-LA-CARTE	Center-Sponsored Cornell NetID for each employee	NC	NC
SERVICES	Ethernet Port Activation	\$65	\$3.00/active port/month
	Data storage (incl. backup/disaster recovery)		\$15/100GB/month
	Bulk data storage (no backup)		\$25/TB/month
	Managed desktops (active directory domain, patches)		\$20/device/month
	Desktop backup service	\$25	
	- Base rate (up to 10 GB backed up)		\$6/device/month
	- Extra backup storage rate (from 10 GB to 25 GB)		\$0.12/GB/device/month
	- Additional backup storage rate (25 GB and over)		\$0.08/GB/device/month
	- >100 GB static storage rate		\$0.06/GB/device/month
	Managed warranty/Third party service	\$25	
	Security incident response	\$100	
	OS build/configuration/networking	\$50	
	Spec/Design/Procure devices	\$25	
	Web hosting	\$50	\$10/month
Consulting	\$75/hr.		