

LICENSE AGREEMENT

This LICENSE AGREEMENT (“**License**”), effective May 1, 2026, is by and between the MASSACHUSETTS PORT AUTHORITY, a body politic and corporate organized pursuant to Chapter 465 of the Acts of 1956, as amended, with its regular place of business at One Harborside Drive, Suite 200S, East Boston, Massachusetts 02128 (the “**Authority**”) and MASSACHUSETTS BIOTECHNOLOGY SOFTBALL LEAGUE, whose address is P.O. Box 550248, North Waltham, Massachusetts 02455-0248 (the “**Licensee**”). The Authority and Licensee may hereinafter be individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

WHEREAS, the Authority is the owner and operator of L.G. Hanscom Field (“**Hanscom**”) located principally in Bedford, Massachusetts; and

WHEREAS, Licensee has requested permission to enter upon and use the baseball field at Hanscom for softball games and practice; and

WHEREAS, the Authority desires to encourage cultural and community events and, accordingly, is willing to grant such rights to Licensee subject to the terms and conditions of this License.

NOW, THEREFORE, the Authority and Licensee, in consideration of the mutual promises contained in this License and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. This License shall become effective at 5:00 p.m. on May 1, 2026 for the time period of 5:00 p.m. to 11:00 p.m., Monday through Friday, and shall terminate on September 30, 2026, unless sooner terminated as provided herein (the “**Term**”).
2. Licensee is hereby granted a non-exclusive license to enter upon and use the baseball field at Hanscom as shown on **Exhibit A**, entitled “Massachusetts Biotechnology Softball League, License Area, as of 04/15/2024 – 09/30/2024,” dated March 14, 2024, attached hereto and incorporated herein (the “**License Area**”) for softball games and practices during the Term (the “**Use**”).
3. Licensee accepts the License Area in its then present condition, “as is,” and assumes all risks in connection therewith, and the Authority makes no representation or warranty of any kind with respect to the License Area.
4. During the exercise of the rights granted herein, it is agreed that at all times:
 - (a) Licensee shall conduct itself so as not to materially interfere with the operation or the use of Hanscom by the Authority and/or any Authority tenant, licensee and/or any third party which has an interest therein; and

- (b) Licensee shall observe, obey, and require all of its members, officers, employees, agents, volunteers, invitees, and guests to observe and obey, the policies, rules and regulations of the Authority and all other applicable laws that may apply to the Use.
- 5. Except for reasonable wear and tear, Licensee shall assume complete responsibility for damage or loss to the License Area based upon or arising out of the Use or any activities under this License, and the Authority shall repair, at Licensee's own expense, any and all such damage and injury thereto. Licensee shall make best efforts to return the License Area to its condition existing immediately prior to the Use, reasonable wear and tear excluded.
- 6. Licensee, at its sole cost and expense, shall provide and keep in force for the mutual benefit of the Authority and Licensee, the following insurance coverage:
 - (a) Commercial general liability insurance against all claims for property damage, bodily injury or death occurring on or about the License Area, or arising out of the use of the License Area or the Use conducted by Licensee, with limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury or death to any number of persons in respect to any one accident or occurrence, and One Million Dollars (\$1,000,000) for property damage per accident or occurrence. Such insurance shall include a contractual liability endorsement covering Licensee's indemnities and shall name the Authority as an additional insured.
 - (b) Each policy of insurance required herein shall: i) be in a form and with a company reasonably satisfactory to the Authority that is authorized to do business in Massachusetts; ii) name the Authority as an additional insured on a primary basis; iii) provide that it shall not be altered or canceled by the insurer during the Term without first giving at least thirty (30) days prior written notice to the Authority; iv) provide that any act or negligence of Licensee or the Authority shall not prejudice the rights of the Authority as a party insured under said policy; and v) be subject to commercially reasonable deductible amounts generally maintained by companies of similar size, which amount(s) shall be stated on the policy or certificate of insurance. Prior to the commencement of the Term, Licensee shall furnish the Authority with a certificate or certificates evidencing that it is carrying the insurance provided for herein.
- 7. Licensee, at its own expense, shall defend, indemnify and hold harmless the Authority, its members, officers and employees from and against all claims, causes of action, suits, losses, damages, and expenses (including attorney's fees and costs of investigation and litigation) based upon or arising out of or alleged to arise out of Licensee's activities under and in connection with this License, and, without limiting the foregoing, any act, omission, fault, negligence, or other misconduct of Licensee or of its members, officers, employees, agents, volunteers, invitees and guests. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would exist at common law and shall not be limited by any provision of insurance undertaken by Licensee. The Authority shall give Licensee reasonable written notice of any claims threatened or made or suit

instituted against it which could result in a claim of indemnification hereunder. This indemnity provision shall survive the termination of this License.

8. The Authority may terminate this License at any time and without notice in the event the terms and conditions of this License are violated, or for any other reason in the Authority's reasonable discretion. The Authority reserves the right in its reasonable discretion to suspend and/or reschedule assigned events.

9. Nothing contained in this License shall be construed to extend the Term of the License, and this License shall expire by its terms. Upon the expiration or termination of this License pursuant to the provisions hereof, this License shall be of no further force and effect and the Parties shall have no further rights, obligations or liabilities hereunder, except as otherwise expressly provided herein. Notwithstanding anything herein to the contrary, Paragraph 7 shall survive the termination or expiration of this License.

10. This License may be amended only by a writing duly executed by the authorized representatives of the Authority and Licensee.

11. Licensee shall exercise its rights granted and obligations imposed hereunder without cost or expense to the Authority.

12. Licensee shall not assign, encumber or otherwise transfer the rights granted by this License or any interest therein without the prior written consent of the Authority, in each instance, which approval may be granted or denied in the Authority's sole discretion. Any assignment, encumbrance or other transfer of this License, without the prior written consent of the Authority in each instance shall be null and void.

13. The person executing this License on behalf of Licensee certifies and represents to the Authority that he has the authority and power to bind Massachusetts Biotechnology Softball League to the obligations set forth herein and to sign on its behalf.

14. This License may be executed in multiple counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument. For purposes of the execution of this License, the Parties agree that this License may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as a manual signature. Delivery of a copy of this License bearing an original or electronic signature by facsimile transmission, electronic mail in portable document format ("pdf"), digital signature software application, or any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing a manual or electronic signature.

[Signature page immediately follows]

IN WITNESS WHEREOF, the Parties have hereto set their duly authorized hands on the dates subscribed.

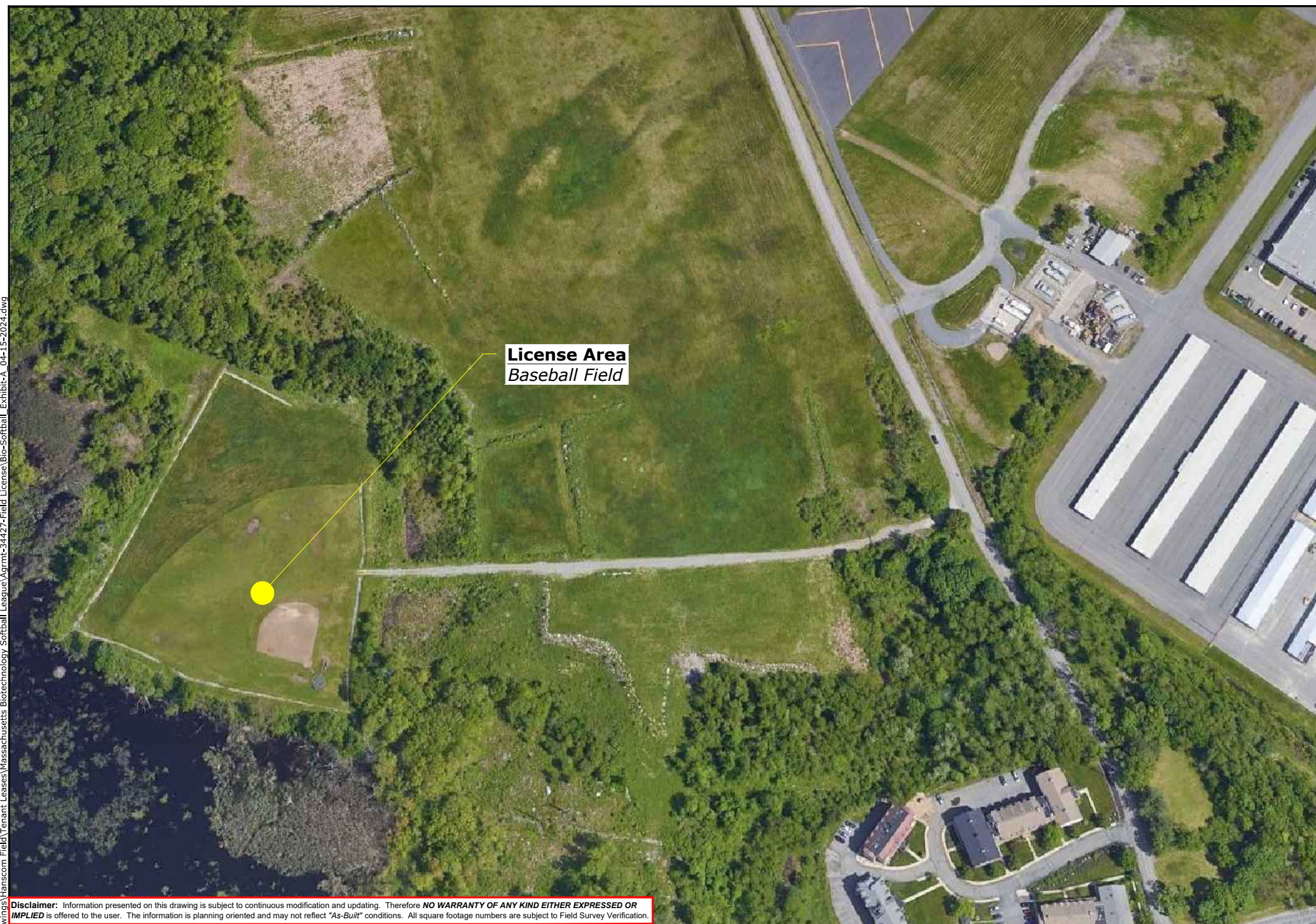
MASSACHUSETTS PORT AUTHORITY

By: _____
Name: Ann Buckley
Title: Assistant Secretary-Treasurer
Date: _____

**MASSACHUSETTS
BIOTECHNOLOGY SOFTBALL
LEAGUE**

By: _____
Name: Jane Kepros
Title: Commissioner, President
Date: 4/27/2026

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Disclaimer: Information presented on this drawing is subject to continuous modification and updating. Therefore **NO WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED** is offered to the user. The information is planning oriented and may not reflect "As-Built" conditions. All square footage numbers are subject to Field Survey Verification.



L.G. Hanscom Field
Baseball Field

Drawn By:	KJG
Requested By:	JF
Date:	03/14/2024
Scale:	Not to Scale
Agrmt #:	34427

Logan International Airport - Massachusetts Port Authority - One Harborside Drive Suite 200S - East Boston, MA 02128-2909 - www.massport.com

Massachusetts Biotechnology Softball League
License Area
As of 04/15/2024-09/30/2024

Exhibit A
Sheet
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