

**COLLABORATION AGREEMENT BETWEEN PARALLEL18 AND
ASOCIACIÓN DE CONSTRUCTORES DE PUERTO RICO**

AS PARTY OF THE FIRST PART: PARALLEL18 ("P18") a project of the Puerto Rico Science, Technology and Research Trust (the "TRUST") created by Act No. 214-2004, as amended by Act No. 208-2011 (collectively, "Act No. 214"), and constituted by the Constitution Deed Number 23 executed on December 31, 2004 before Notary Public Jaime Arturo Riera-Seivane ("Constitution Deed"), with Tax ID Number 660675963, represented in this act by Luz A. Crespo Valentín, Chief Executive Officer, of legal age, single, and resident of SAN JUAN, Puerto Rico, authorized to appear in this Agreement on behalf of P18.

AS PARTY OF THE SECOND PART: ASOCIACIÓN DE CONSTRUCTORES DE PUERTO RICO (the "ACPR") represented by Ricardo Álvarez Díaz, 1055 Marginal JF Kennedy, Edificio ILA, Suite 301, San Juan PR 00920, with Tax ID Number 660201142.

WHEREAS: P18 is a program that accelerates up to eighty (80) highly scalable startup companies per year from Puerto Rico and all over the world, and offers them \$40K in equity-free funding (grant); free co-working space; access to a network of experienced mentors that provide quality content on many topics relevant to entrepreneurship, access to service providers, and investors; as well as business lineups to promote deals with local companies and retain the startups in Puerto Rico.

WHEREAS: P18 establishes collaborations with different stakeholders in the Puerto Rico business community that can support its mission of retaining startups in and growing startups from Puerto Rico.

WHEREAS: This collaboration will include the ACPR to help experienced entrepreneurs have access to potential business lineups with its members and the construction industry.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, P18 and ACPR agree as follows:

FIRST: Scope of Collaboration

a. ACPR shall aid local and global startups related to the construction industry that are part of the Parallel18 program. This includes, but is not limited to the following:

1. Connect the startups with ACPR members, ACPR collaborators and/or general members of the industry;
2. Hold a P18 Connect meetings with ACPR members;
3. Access to ACPR events and meetings; subject to the conditions set forth and the previous coordination and approval by ACPR Executive Committee and
4. Mentor the startups as to the Puerto Rico construction market, etc.
5. Work other initiatives and efforts consistent with the goals and purposes of this agreement.

a. P18 shall:

1. Connect the ACPR with local and global startups that can benefit the ACPR, its members and/or the industry in general; and
2. Collaborate in any activities that both parties consider beneficial to the agreement.
3. Work other initiatives and efforts consistent with the goals and purposes of this agreement.

SECOND: Term and Termination

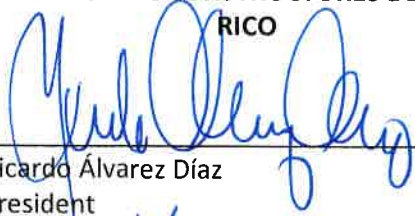
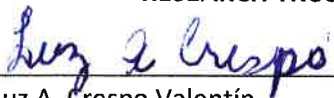
a. This Agreement shall be in effect from its execution by both parties.

b. P18 may terminate this Agreement, in whole or in part, whenever it shall determine that such termination is in its best interest. Any such termination shall be effected by delivery of a written notice (a "**Notice of Termination**") specifying the extent to which performance under this Agreement is terminated, and the date (the

"Date of Termination") upon which such termination becomes effective, which shall be at least five (5) calendar days from the date of receipt of the Notice of Termination. The rights, duties and responsibilities of the Parties shall continue in full force and effect during the notice period.

c. Despite the notice period in subparagraph b. above, the TRUST reserves the right to immediately cancel this Agreement, if ACPR (i) fails to comply with any of the terms, covenants, conditions or stipulations of this Agreement, including the specifications of the Services to be performed, (ii) is negligent in the performance of its obligations under this Agreement, or (iii) abandons its duties under this Agreement, by giving ACPR the corresponding Notice of Early Termination in which case the Date of Early Termination shall be the date of delivery of the Notice of Early Termination.

The Parties agree henceforth to the aforesaid collaboration to jointly aid Puerto Rico's startup community and overall entrepreneurship initiatives.

<p>ASOCIACIÓN DE CONSTRUCTORES DE PUERTO RICO</p> <p>By: <u></u> Ricardo Álvarez Díaz President</p> <p>Date: <u>17/June/2017</u></p>	<p>PUERTO RICO SCIENCE TECHNOLOGY AND RESEARCH TRUST</p> <p>By: <u></u> Luz A. Crespo Valentín Chief Executive Officer</p> <p>Date: <u>17/June/2017</u></p>
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