SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made and entered into as of January 15, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 2100 Arctic Way, Suite 400, Boston, Massachusetts 02210 ("Licensor")

and

CRYOSTORE SOLUTIONS, INC., a Nevada corporation with its principal place of business at 8750 Coldfront Drive, Reno, Nevada 89501 ("Licensee")

RECITALS

WHEREAS, Licensor owns certain proprietary software known as "IceNav(TM)" for autonomous mobile robot navigation in cold environments (the "Licensed Software");

WHEREAS, Licensee desires to obtain a license to use the Licensed Software in connection with its cold storage facility operations; and

WHEREAS, Licensor is willing to grant such license subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

1 "Documentation" means user manuals, technical guides, and other materials provided by Licensor relating to the Licensed Software.

2 "Intellectual Property Rights" means patents, copyrights, trademarks, trade secrets, and other proprietary rights in the Licensed Software.

3 "Updates" means bug fixes, patches, and minor improvements to the Licensed Software provided by Licensor.

4 "User" means an employee or contractor of Licensee authorized to use the Licensed Software.

2. LICENSE GRANT

1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable license to:

(a) Install and use the Licensed Software on up to fifty (50) autonomous mobile robots;

(b) Make copies of the Licensed Software solely for backup purposes;

(c) Use the Documentation in connection with Licensee's authorized use of the Licensed Software.

2 The license granted herein is limited to use within Licensee's cold storage facilities located in North America.

3. LICENSE RESTRICTIONS

1 Licensee shall not:

(a) Modify, translate, reverse engineer, decompile, or disassemble the Licensed Software;

(b) Remove or alter any proprietary notices or marks on the Licensed Software;

(c) Use the Licensed Software to provide services to third parties;

(d) Transfer or sublicense the Licensed Software to any third party.

4. FEES AND PAYMENT

1 License Fee. Licensee shall pay Licensor a one-time license fee of $750,000 USD upon execution of this Agreement.

2 Annual Maintenance Fee. Licensee shall pay an annual maintenance fee of $150,000 USD, due on each anniversary of the Effective Date.

3 Payment Terms. All fees are non-refundable and shall be paid in U.S. dollars within thirty (30) days of invoice date.

5. MAINTENANCE AND SUPPORT

1 Licensor shall provide:

(a) Software Updates as they become generally available;

(b) Technical support via email and telephone during normal business hours;

(c) Emergency support for critical issues 24/7;

(d) Access to Licensor's online knowledge base and support portal.

6. INTELLECTUAL PROPERTY

1 Ownership. Licensor retains all right, title, and interest in the Licensed Software and Documentation, including all Intellectual Property Rights therein.

2 Feedback. Any suggestions, improvements, or modifications proposed by Licensee shall be owned by Licensor.

7. CONFIDENTIALITY

1 Each party shall maintain the confidentiality of all proprietary information received from the other party and shall not disclose such information to any third party without prior written consent.

8. WARRANTIES AND DISCLAIMERS

1 Licensor warrants that:
(a) It has the right to grant the license hereunder;
(b) The Licensed Software will perform substantially in accordance with the Documentation for 90 days following delivery.

2 EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE LICENSED SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

9. LIMITATION OF LIABILITY

1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT.

2 LICENSOR'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE IN THE TWELVE MONTHS PRECEDING THE CLAIM.

10. TERM AND TERMINATION

1 Term. This Agreement shall commence on the Effective Date and continue for five (5) years unless earlier terminated.

2 Termination. Either party may terminate this Agreement upon written notice if the other party

materially breaches any provision and fails to cure within thirty (30) days.

11. GENERAL PROVISIONS

1 Governing Law. This Agreement shall be governed by the laws of Delaware.

2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

3 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Katherine Wells

Title: Chief Financial Officer

Date:

CRYOSTORE SOLUTIONS, INC.

By:

Name: Robert Frost

Title: Chief Executive Officer

Date: