

POLAR NAVIGATION SOFTWARE LICENSE AGREEMENT

POLAR NAVIGATION SOFTWARE LICENSE A

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made
(the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its
of business at 2850 Arctic Circle Drive, Cambridge, MA 02142 ("Licen

and

[LICENSEE NAME], a [jurisdiction] [entity type] with its principal place
business at [address] ("Licensee")

1. DEFINITIONS

1 "Documentation" means all user manuals, technical manuals, and o

2 "Licensed Software" means Licensor's proprietary BlueCore(TM) na

3 "Permitted Use" means use of the Licensed Software solely for oper

4 "Confidential Information" means the Licensed Software, Document

2. LICENSE GRANT

1 Subject to the terms and conditions of this Agreement, Licensor her

(a) Install and use the Licensed Software solely for the Permitted Use

(b) Make one backup copy of the Licensed Software for archival purpo

2 The license granted herein is limited to Licensee's internal business

3. LICENSE RESTRICTIONS

1 Licensee shall not:

- (a) Modify, translate, reverse engineer, decompile, disassemble, or create derivative works of the Licensed Software;
- (b) Remove any proprietary notices or labels from the Licensed Software;
- (c) Use the Licensed Software in environments exceeding -40 C or above;
- (d) Transfer, lease, lend, rent, or sublicense the Licensed Software.

4. OWNERSHIP AND INTELLECTUAL PROPERTY

1 Licenser retains all right, title, and interest in the Licensed Software,

2 Licensee acknowledges that the BlueCore(TM) technology platform

5. FEES AND PAYMENT

1 License Fees: Licensee shall pay the license fees specified in Exhibit

2 Maintenance Fees: Annual maintenance fees shall be payable in ac

6. SUPPORT AND MAINTENANCE

1 Licensors shall provide:

- (a) Software updates and bug fixes;
- (b) Technical support during normal business hours;
- (c) Emergency support for critical issues;
- (d) Access to Licensors' online knowledge base.

7. WARRANTY AND DISCLAIMER

1 Licenser warrants that:

(a) The Licensed Software will perform substantially in accordance with the Software Documentation;

(b) The Licensed Software will function in environments down to -40 C when properly installed.

2 WARRANTY DISCLAIMER: EXCEPT AS EXPRESSLY SET FORTH IN THE SOFTWARE DOCUMENTATION, THE LICENSOR DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY

1 IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR OTHER INFORMATION, ARISING OUT OF OR FROM THE SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2 LICENSOR'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY THE USER FOR THE SOFTWARE.

9. CONFIDENTIALITY

1 Licensee shall:

- (a) Maintain the confidentiality of the Licensed Software and Documents;
- (b) Use security measures no less protective than those used for its own confidential information;
- (c) Notify Licensor immediately of any unauthorized disclosure.

10. TERM AND TERMINATION

1 Term: This Agreement commences on the Effective Date and continues until terminated.

2 Termination:

- (a) Either party may terminate for material breach upon 30 days' written notice.

(b) Licensor may terminate immediately if Licensee violates Sections

11. EFFECTS OF TERMINATION

1 Upon termination:

(a) All licenses granted herein shall immediately terminate;

(b) Licensee shall cease all use of the Licensed Software;

(c) Licensee shall return or destroy all copies of the Licensed Software

12. GENERAL PROVISIONS

1 Governing Law: This Agreement shall be governed by Delaware law

2 Assignment: Licensee may not assign this Agreement without Licen

3 Entire Agreement: This Agreement constitutes the entire agreement

IN WITNESS WHEREOF, the parties have executed this Agreement a
Date.

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name: Victoria Wells

Title: Chief Financial Officer

Date: _

[LICENSEE NAME]

By: _

Name: _

Title: _8 -

Date: _

EXHIBIT A

[License Specifications and Fee Schedule]

