

SOFTWARE LICENSE AGREEMENT - ARCTIC NAVIGATION SUITE V3.2

SOFTWARE LICENSE AGREEMENT

ARCTIC NAVIGATION SUITE V3.2

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made effective as of the date hereof (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 2850 Arctic Way, Suite 400, Burlington, Massachusetts 01803 ("Licensor")

and

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

1. DEFINITIONS

- 1 "Documentation" means all user manuals, technical manuals, and other documents
- 2 "Software" means Licensor's proprietary Arctic Navigation Suite version 3.0
- 3 "Authorized Users" means Licensee's employees and contractors who are authorized to use the Software
- 4 "Cold Environment Applications" means automated navigation systems operating in temperatures below 32°F

2. LICENSE GRANT

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1 Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee the following:

- (a) Install and use the Software on Licensee's autonomous mobile robots;
- (b) Use the Documentation in connection with Licensee's authorized use of the Software;
- (c) Make one backup copy of the Software for archival purposes only.

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2 The license granted herein is limited to Cold Environment Applications on

3. LICENSE RESTRICTIONS

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1 Licensee shall not:

- (a) Modify, translate, reverse engineer, decompile, disassemble, or create derivative works of the Software;
- (b) Remove, alter, or obscure any proprietary notices on the Software;
- (c) Use the Software in environments above 0°C (32°F) without written authorization;
- (d) Allow access to the Software by any third party without Licensor's prior written consent;
- (e) Use the Software in violation of any applicable laws or regulations.

4. INTELLECTUAL PROPERTY RIGHTS

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1 Licensor retains all right, title, and interest in and to the Software, including

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2 Licensee acknowledges that the Software contains Licensor's trade secrets

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3 Any feedback, suggestions, or improvements provided by Licensee regardi

5. FEES AND PAYMENT

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

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2 Maintenance Fees: Annual maintenance fees shall be paid as specified in E

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3 Late Payments: Any late payments shall bear interest at 1.5% per month.

6. SUPPORT AND MAINTENANCE

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1 Standard Support: Licensor shall provide standard support services as desc

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2 Updates: Licensee shall be entitled to receive all updates and bug fixes for

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3 Custom Development: Any custom development shall be subject to a separ

7. WARRANTY AND DISCLAIMER

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1 Limited Warranty: Licensor warrants that the Software will perform substa

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2 Environmental Warranty: Licensor warrants that the Software will function

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3 DISCLAIMER: EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE S

8. LIMITATION OF LIABILITY

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1 IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT,

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2 LICENSOR'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOU

9. CONFIDENTIALITY

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1 Each party shall maintain the confidentiality of all confidential information

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2 The obligations of confidentiality shall survive termination of this Agreement

10. TERM AND TERMINATION

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1 Term: This Agreement shall commence on the Effective Date and continue

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2 Termination for Breach: Either party may terminate this Agreement upon 3

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3 Effect of Termination: Upon termination, Licensee shall cease all use of th

11. GENERAL PROVISIONS

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1 Governing Law: This Agreement shall be governed by the laws of the State of

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2 Assignment: Neither party may assign this Agreement without the prior written

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3 Entire Agreement: This Agreement constitutes the entire agreement between

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4 Amendments: No modification of this Agreement shall be effective unless

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5 Severability: If any provision is found to be unenforceable, the remaining provisions

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

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name: Victoria Wells

Title: Chief Financial Officer

Date: _

[LICENSEE NAME]

By: _

Name: _

Title: _

Date: _10 -

