

OPERATING LICENSE AGREEMENT

ARCTIC BOT SOLUTIONS PLATFORM

THIS OPERATING LICENSE AGREEMENT (the "Agreement") is made effective as of March 1, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 4200 Arctic Way, Suite 300, Burlington, Massachusetts 01803 ("Licensor")

AND

The entity accepting this Agreement ("Licensee")

RECITALS

WHEREAS, Licensor has developed and owns certain proprietary software, technology, and systems for autonomous mobile robot operation in extreme temperature environments, known as the Arctic Bot Solutions platform (the "Licensed Technology");

WHEREAS, Licensee desires to obtain a license to use the Licensed Technology for its internal business operations;

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

1. DEFINITIONS

1 "Documentation" means all user manuals, technical manuals, and other documentation relating to the Licensed Technology provided by Licensor.

2 "IceNav System" means Licensor's proprietary AI-based navigation and control system designed for cold environment operations.

3 "Licensed Technology" includes:

- (a) The Arctic Bot Solutions software platform
- (b) IceNav System components
- (c) Associated thermal management protocols
- (d) Cold-resistant actuator control systems

(e) All related Documentation

2. LICENSE GRANT

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

- (a) Install and use the Licensed Technology
- (b) Access the IceNav System
- (c) Utilize the thermal management protocols
- (d) Implement the cold-resistant actuator control systems

2 The license granted herein is limited to use within Licensee's facilities located at the addresses specified in Exhibit A.

3. RESTRICTIONS

1 Licensee shall not:

- (a) Modify, reverse engineer, or decompile the Licensed Technology
- (b) Create derivative works based on the Licensed Technology
- (c) Remove or modify any proprietary notices or labels
- (d) Transfer or sublicense the Licensed Technology
- (e) Use the Licensed Technology outside specified temperature ranges

4. FEES AND PAYMENT

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

2 Payment Terms: All fees are due within 30 days of invoice date.

5. MAINTENANCE AND SUPPORT

1 Licensor shall provide:

- (a) Software updates and patches
- (b) Technical support during business hours
- (c) Emergency support for critical issues
- (d) Quarterly system optimization reviews

6. INTELLECTUAL PROPERTY

1 Ownership: Licensor retains all right, title, and interest in the Licensed Technology.

2 Improvements: Any improvements or modifications to the Licensed Technology shall be owned by Licensor.

7. CONFIDENTIALITY

1 Each party shall maintain the confidentiality of all proprietary information received from the other party.

2 Confidentiality obligations survive termination of this Agreement for 5 years.

8. WARRANTY AND DISCLAIMER

1 Licensor warrants that:

- (a) The Licensed Technology will perform substantially as described in the Documentation
- (b) Support services will be performed in a professional manner

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

9. LIMITATION OF LIABILITY

1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

2 LICENSOR'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID BY LICENSEE IN THE TWELVE MONTHS PRECEDING THE CLAIM.

10. TERM AND TERMINATION

1 Term: This Agreement commences on the Effective Date and continues for one year, with automatic renewal for successive one-year terms.

2 Termination: Either party may terminate:

- (a) Upon 90 days written notice
- (b) Immediately upon material breach

(c) Upon insolvency of the other party

11. GOVERNING LAW

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

12. ENTIRE AGREEMENT

1 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:

LICENSEE

By:

Name:

Title:

Date: