

SOFTWARE LICENSE AGREEMENT

SOFTWARE LICENSE AGREEMENT

COLDBOT CONTROL SYSTEM

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made this [DATE] (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 02118 ("Licensor")

and

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

1. DEFINITIONS

- 1 "ColdBot Control System" means Licensor's proprietary software system used to control the operation of ColdBot units.
- 2 "Confidential Information" means any proprietary information, technical data, or other information that is confidential to Licensor.
- 3 "Documentation" means user manuals, technical guides, and other materials provided by Licensor.
- 4 "Licensed Software" means the object code version of the ColdBot Control System.
- 5 "Permitted Use" means the operation and control of Licensor's autonomous mobile robots.

2. LICENSE GRANT

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

- (a) Install and use the Licensed Software solely for the Permitted Use;
- (b) Make one backup copy of the Licensed Software for archival purposes.

2 The license granted herein is limited to the number of robots specified in the License Schedule.

3. RESTRICTIONS

1 Licensee shall not:

- (a) Modify, translate, reverse engineer, decompile, disassemble, or create derivative works of the Licensed Software;
- (b) Remove, alter, or obscure any proprietary notices on the Licensed Software;
- (c) Use the Licensed Software for third-party training, commercial time-sharing, or service bureau use;
- (d) Transfer, sublicense, lease, lend, rent or otherwise distribute the Licensed Software.

Software to any third party.

4. MAINTENANCE AND SUPPORT

1 During the Term, Licensor shall provide:

- (a) Software updates and bug fixes;
- (b) Technical support via email and phone during normal business hours;
- (c) Emergency support for critical system failures;
- (d) Access to Licensor's online knowledge base and documentation.

2 Support services do not include custom development, integration services, or training.

5. PROPRIETARY RIGHTS

1 Licensor retains all right, title, and interest in and to the Licensed Software and any intellectual property contained therein.

2 Licensee acknowledges that the Licensed Software contains valuable

6. WARRANTY AND DISCLAIMER

1 Licenser warrants that:

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

2 EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE LICENSED SOFTWARE IS PROVIDED "AS IS"

7. LIMITATION OF LIABILITY

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

2 LICENSOR'S TOTAL CUMULATIVE LIABILITY SHALL NOT EXCEED

8. TERM AND TERMINATION

1 This Agreement commences on the Effective Date and continues for

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

3 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
Documentation.

9. GENERAL PROVISIONS

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

2 Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of the State of Delaware.

3 This Agreement constitutes the entire agreement between the parties.

4 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute the entire agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name: Victoria Wells

Title: Chief Financial Officer

Date: _7 -

[LICENSEE NAME]

By: _

Name: _

Title: _

Date: _

EXHIBIT A

Licensed Robot Count: [NUMBER]

Annual License Fee: USD [AMOUNT]

Support Level: [STANDARD/PREMIUM]

