# **SOFTWARE SUBSCRIPTION AGREEMENT - CLOUD SERVICES**

## **SOFTWARE SUBSCRIPTION AGREEMENT -**

THIS SOFTWARE SUBSCRIPTION AGREEMENT (the "Agreement") [DATE] (the "Effective Date"), by and between Polar Dynamics Robot Delaware corporation with its principal place of business at 2100 Arcticulated Suite 400, Boston, Massachusetts 02210 ("Provider"), and the entity at this Agreement ("Customer").

#### 1. DEFINITIONS

1 "Authorized Users" means Customer's employees, contractors, and

- 2 "BlueGore(TM) Platform" means Provider's proprietary cloud-based
  - 3 "Confidential Information" means all non-public information disclose
- 4 "Documentation" means Provider's user manuals, handbooks, and
- 5 "Services" means the subscription-based access to the BlueCore(T

#### 2. LICENSE GRANT AND RESTRICTIONS

- 1 Subject to the terms and conditions of this Agreement, Provider gra
- 2 Customer shall not:
- (a) modify, copy, or create derivative works of the Services;
- (b) reverse engineer, decompile, or disassemble the Services;
- (c) remove or modify any proprietary notices or labels on the Services

(d) use the Services for any unlawful purpose or in violation of any ap
laws.

## 3. SUBSCRIPTION TERMS AND FEES

- 1 The initial Subscription Term shall be twelve (12) months from the E
- 2 Customer shall pay all fees specified in the applicable Order Form.
- (a) Fees are quoted and payable in United States dollars
- (b) Payment obligations are non-cancelable
- (c) Fees are non-refundable
- (d) Quantities purchased cannot be decreased during the Subscription

### 4. CUSTOMER RESPONSIBILITIES

- 1 Customer shall:
- (a) be responsible for Authorized Users' compliance with this Agreem
- (b) maintain the security of Customer's account access credentials
- (c) use commercially reasonable efforts to prevent unauthorized acce Services
- (d) promptly notify Provider of any unauthorized use or security breac
- (e) use the Services only in accordance with the Documentation and a laws

### 5. PROVIDER OBLIGATIONS

- 1 Provider shall:
- (a) provide the Services in accordance with this Agreement and applications service levels

- (b) maintain appropriate administrative, physical, and technical safeguenthe Services
- (c) provide technical support in accordance with Provider's standard spolicies
- (d) ensure the Services perform substantially in accordance with the Documentation

## 6. PROPRIETARY RIGHTS

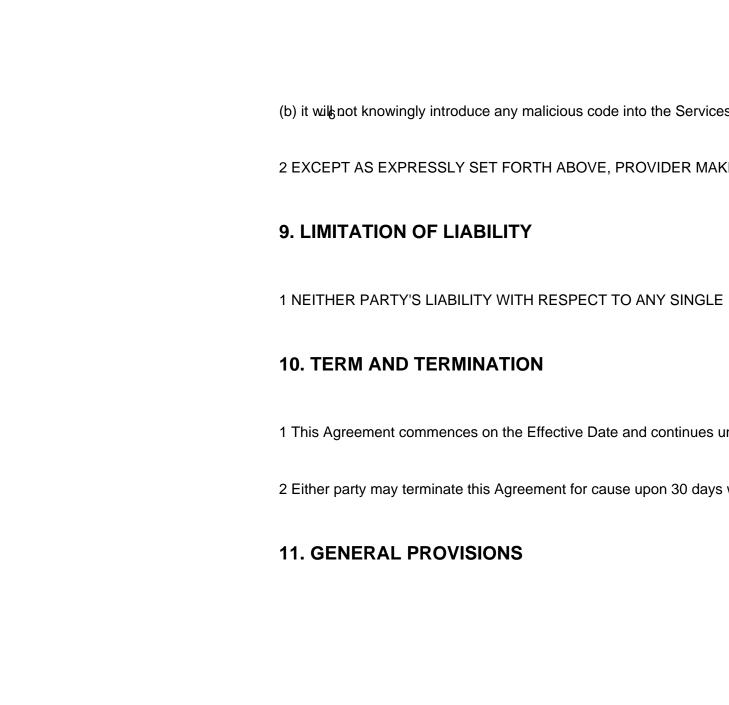
- 1 Provider retains all right, title, and interest in and to the Services, inc
- 2 Customer retains all right, title, and interest in and to Customer Data
- 3 Customer grants Provider a non-exclusive license to host, copy, training

### 7. CONFIDENTIALITY

- 1 Each party agrees to protect the other party's Confidential Information
- 2 Confidential Information shall not include information that:
- (a) is or becomes publicly available through no fault of the receiving p
- (b) was known to the receiving party prior to disclosure
- (c) was independently developed by the receiving party
- (d) is required to be disclosed by law or governmental order

### 8. WARRANTIES AND DISCLAIMERS

- 1 Provider warrants that:
- (a) the Services will perform materially in accordance with the Docum



1 This Agreement shall be governed by the laws of the State of Delaw
2 Any modifications to this Agreement must be in writing and signed by
3 Neither party may assign this Agreement without the prior written cool.
IN WITNESS WHEREOF, the parties have executed this Agreement and Date.

POLAR DYNAMICS ROBOTICS, INC.

By: \_

Name: Victoria Wells

Date: \_

Title: Chief Financial Officer

# CUSTOMER

**By:** \_

Name: \_

Title: \_

Date: \_

