

SOFTWARE LICENSE AGREEMENT

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COLD STORAGE OPERATIONS

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 2500 Arctic Circle Drive, Cambridge, MA 02142 ("Licensor")

and

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

RECITALS

WHEREAS, Licensor has developed and owns proprietary software known as BlueCore(TM) Navigation System (the "Licensed Software") for controlling autonomous mobile robots in cold storage environments;

WHEREAS, Licensee desires to obtain a license to use the Licensed Software in connection with its cold storage operations; and

WHEREAS, Licensor is willing to grant such license subject to the terms and conditions set forth herein.

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

1. DEFINITIONS

1 "Documentation" means user manuals, technical guides, and other

2 "Intellectual Property Rights" means patents, copyrights, trade secrets

3 "Licensed Location" means Licensee's cold storage facility located at

4 "Updates" means bug fixes, patches, and minor improvements to the

2. LICENSE GRANT

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

(a) Install and use the Licensed Software at the Licensed Location;

(b) Use the Documentation in connection with the Licensed Software;

(c) Make one backup copy of the Licensed Software for archival purposes;

2 The license granted herein is limited to [number] concurrent robot instances.

3. LICENSE RESTRICTIONS

1 Licensee shall not:

(a) Modify, translate, reverse engineer, decompile, or disassemble the Licensed Software;

(b) Create derivative works based on the Licensed Software;

(c) Remove any proprietary notices or labels from the Licensed Software;

(d) Use the Licensed Software outside the Licensed Location;

(e) Sublicense, lease, rent, loan, or transfer the Licensed Software.

4. COLD STORAGE SPECIFICATIONS

1 The Licensed Software is warranted to operate in environments with

(a) Ambient temperatures between -40 F and 32 F (-40 C to 0 C);

(b) Relative humidity up to 95%;

(c) Frost and condensation conditions typical of cold storage facilities.

2 Licensee shall maintain the operating environment within these specifications.

5. MAINTENANCE AND SUPPORT

1 During the term of this Agreement, Licensor shall provide:

(a) Software Updates as they become available;

(b) Technical support via email and phone during business hours;

(c) Emergency support for critical system failures;

(d) Remote diagnostics and troubleshooting.

2 Support services exclude hardware maintenance and physical robot

6. FEES AND PAYMENT

1 License Fee: Licensee shall pay a one-time license fee of \$[amount]

2 Annual Maintenance Fee: Licensee shall pay an annual maintenance

3 All fees are non-refundable and payable within 30 days of invoice.

7. INTELLECTUAL PROPERTY

1 Licenser retains all Intellectual Property Rights in the Licensed Softw

2 Licensee shall promptly notify Licenser of any infringement of such

8. CONFIDENTIALITY

1 Each party shall protect the other's confidential information with the

2 This obligation survives termination of this Agreement for 5 years.

9. WARRANTY AND DISCLAIMER

1 Licenser warrants that the Licensed Software will perform substantia

2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE LICENSED S

10. LIMITATION OF LIABILITY

1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECI

2 LICENSOR'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES

11. TERM AND TERMINATION

1 This Agreement commences on the Effective Date and continues for

2 Either party may terminate for material breach upon 30 days' written

3 Upon termination, Licensee shall cease use of the Licensed Software

12. GENERAL PROVISIONS

1 This Agreement is governed by Delaware law.

2 Any disputes shall be resolved in the state or federal courts of Delaware

3 This Agreement constitutes the entire agreement between the parties.

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: _9 -

Date: _

