

# SOFTWARE DISTRIBUTION AGREEMENT

## SOFTWARE DISTRIBUTION AGREEMENT

THIS SOFTWARE DISTRIBUTION AGREEMENT (the "Agreement")  
as of February 15, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its  
principal place of business at 2100 Frost Innovation Drive, Cambridge, MA 02142 ("L

AND

The entities who execute a Distribution Partner Agreement incorporating this  
Agreement by reference (each, a "Distributor").

## **1. DEFINITIONS**

1 "Arctic OS(TM)" means Licensor's proprietary operating system software.

2 "Territory" means the geographic region specified in each Distribution Agreement.

3 "End User" means any person or entity that acquires Arctic OS(TM).

4 "Intellectual Property Rights" means all patents, copyrights, trade secrets, and other intellectual property rights.

## **2. LICENSE GRANT**

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

(a) Market and distribute Arctic OS(TM) to End Users within the Territory;

(b) Install Arctic OS(TM) on Licensor's authorized hardware products;

(c) Provide Level 1 technical support for Arctic OS(TM) to End Users.

2 Distributor shall not:

(a) Modify, reverse engineer, or create derivative works of Arctic OS(TM)

(b) Remove or alter any proprietary notices or marks;

(c) Distribute Arctic OS(TM) outside the Territory or to unauthorized third parties.

### **3. DISTRIBUTOR OBLIGATIONS**

1 Distributor shall:

(a) Maintain trained technical staff certified on Arctic OS(TM);

(b) Comply with Licensor's branding and marketing guidelines;

(c) Report all sales and installations to Licensor monthly;

(d) Protect Licensor's confidential information and IP rights;

(e) Ensure End Users execute Licensor's standard license agreement

2 Minimum Requirements:

(a) Maintain inventory of demonstration units;

(b) Meet quarterly sales targets as specified in Distribution Partner Ag

(c) Participate in Licensor's partner training programs.

## **4. LICENSOR OBLIGATIONS**

1 Licensor shall:

(a) Provide Arctic OS(TM) updates and documentation;

(b) Deliver technical training and certification programs;

(c) Supply marketing materials and sales support;

- (d) Provide Level 2 and 3 technical support;
- (e) Maintain software quality and compatibility.

## **5. FINANCIAL TERMS**

- 1 Pricing and payment terms shall be as specified in each Distribution Agreement.
- 2 Distributor shall remit payment within 30 days of invoice date.
- 3 Licensor may modify pricing with 90 days' written notice.

## **6. INTELLECTUAL PROPERTY**

- 1 Licensor retains all right, title, and interest in Arctic OS(TM) and related intellectual property.
- 2 Distributor acknowledges that Arctic OS(TM) contains valuable trade secrets and confidential information.

3 Distributor shall promptly report any IP infringement to Licensor.

## **7. WARRANTY AND SUPPORT**

1 Licensor warrants Arctic OS(TM) will perform substantially as documented.

2 Support obligations:

- (a) Distributor provides Level 1 support per Licensor's standards;
- (b) Licensor provides Level 2/3 support within specified response time;
- (c) Maintenance releases provided quarterly at minimum.

## **8. TERM AND TERMINATION**

1 Term: Initial term of 24 months, renewable for successive 12-month terms.

## 2 Termination:

- (a) Either party may terminate with 90 days' written notice;
- (b) Immediate termination for material breach;
- (c) Licensor may terminate if Distributor fails to meet requirements.

## 3 Effect of Termination:

- (a) License rights cease immediately;
- (b) Return or destroy all copies of Arctic OS(TM);
- (c) Complete pending End User installations within 30 days.

# 9. LIMITATION OF LIABILITY

1 EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT

2 TOTAL LIABILITY SHALL NOT EXCEED FEES PAID IN PRIOR 12

## 10. GENERAL PROVISIONS

1 Governing Law: Delaware law, excluding conflicts principles.

2 Dispute Resolution: Binding arbitration in Boston, Massachusetts.

3 Assignment: No assignment without prior written consent.

4 Amendments: Only by written agreement signed by both parties.

5 Entire Agreement: Supersedes all prior agreements regarding subject

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

Date.

POLAR DYNAMICS ROBOTICS, INC.



**By:** - 8 -

Name: Victoria Wells

Title: Chief Financial Officer

**Date:**

[DISTRIBUTOR]

**By:**

**Name:**

**Title:**

**Date:**

