

LICENSE AGREEMENT - DIAGNOSTIC SOFTWARE SUITE

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THIS LICENSE AGREEMENT (the "Agreement") is made and entered into on this 15th day of January, 2024 (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 02128 ("Licensor")

AND

The entity accepting this Agreement ("Licensee")

RECITALS

WHEREAS, Licensor has developed and owns certain proprietary diagnostic software for autonomous mobile robots operating in extreme cold environments; and the BlueCore(TM) Diagnostic Suite (the "Licensed Software");

WHEREAS, Licensee desires to obtain a license to use the Licensed Software in its internal business 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 the user manuals, technical specifications, and other materials that describe the Licensed Software.

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

3 "Updates" means any bug fixes, patches, or minor improvements to the Licensed Software.

4 "User" means an employee or contractor of Licensee authorized to use the Licensed Software.

2. LICENSE GRANT

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

(a) Install and use the Licensed Software on Licensee's autonomous mobile robots;

(b) Make copies of the Licensed Software solely for backup purposes;

(c) Use the Documentation in connection with Licensee's authorized use of the Licensed Software.

2 The license granted herein is limited to use with cold-environment applications.

3. LICENSE RESTRICTIONS

1 Licensee shall not:

- (a) Modify, translate, reverse engineer, decompile, or create derivative works of the Licensed Software;
- (b) Remove or alter any proprietary notices on the Licensed Software;
- (c) Use the Licensed Software for service bureau or time-sharing purposes;
- (d) Transfer or sublicense the Licensed Software to any third party;
- (e) Use the Licensed Software outside of cold-environment applications.

4. FEES AND PAYMENT

1 License Fees. Licensee shall pay the license fees specified in Exhibit A.

2 Payment Terms. All License Fees are due within thirty (30) days of invoice.

3 Taxes. License Fees exclude applicable taxes, which Licensee shall pay.

5. INTELLECTUAL PROPERTY RIGHTS

1 Ownership. Licensors retain all Intellectual Property Rights in the Licensed Software.

2 Feedback. Any feedback provided by Licensee regarding the Licensed Software shall be the property of the Licensors.

6. SUPPORT AND MAINTENANCE

1 Standard Support. Licensors shall provide standard technical support during business hours.

2 Updates. Licensors shall make Updates available to Licensee at no additional charge.

3 Custom Development. Custom development services are available for an additional fee.

7. CONFIDENTIALITY

1 Definition. "Confidential Information" means the Licensed Software and any information that is confidential or proprietary to the Licensors.

2 Protection. Each party shall protect Confidential Information using reasonable efforts to maintain its confidentiality.

3 Exceptions. Confidentiality obligations do not apply to information that:

- (a) Publicly available through no fault of receiving party;
- (b) Known to receiving party prior to disclosure;
- (c) Independently developed by receiving party;
- (d) Disclosed pursuant to legal requirement.

8. WARRANTIES AND DISCLAIMERS

1 Limited Warranty. Licensor warrants that the Licensed Software will

2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE L

9. LIMITATION OF LIABILITY

1 Exclusion of Damages. NEITHER PARTY SHALL BE LIABLE FOR

2 Liability Cap. LICENSOR'S TOTAL LIABILITY SHALL NOT EXCEE

10. TERM AND TERMINATION

1 Term. This Agreement commences on the Effective Date and contin

2 Termination for Breach. Either party may terminate for material breach.

3 Effect of Termination. Upon termination:

(a) All licenses granted herein terminate;

(b) Licensee shall cease using the Licensed Software;

(c) Licensee shall return or destroy all copies of the Licensed Software.

11. GENERAL PROVISIONS

1 Governing Law. This Agreement is governed by Delaware law.

2 Assignment. Neither party may assign this Agreement without prior written consent.

3 Entire Agreement. This Agreement constitutes the entire agreement between the parties.

4 Amendments. Modifications require written agreement of both parties.

5 Severability. If any provision is held invalid, the remainder shall continue in full force and effect.

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:

LICENSEE

By:

Name:

Title: - 9 -

Date:

EXHIBIT A

LICENSE FEES

Annual License Fee: \$75,000 per year

Implementation Fee: \$15,000 (one-time)

Additional Robot License: \$2,500 per robot per year

