COLD ENVIRONMENT RISK ASSESSMENT SOFTWARE LICENSE

COLD ENVIRONMENT RISK ASSESSMENT S

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made ef

January 15, 2024 (the "Effective Date"), by and between Polar Dynamics Ro

Inc., a Delaware corporation with its principal place of business at 2100 Arct

Way, Suite 400, Boston, Massachusetts 02210 ("Licensor"), and the entity

accepting this Agreement ("Licensee").

1. DEFINITIONS

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1 "Cold Environment Risk Assessment Software" or "CERAS" means Licens

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2 "Confidential Information" means the Software and any technical, business

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3 "Documentation" means user manuals, technical guides, and other material

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4 "Licensed Environment" means the specific cold storage or freezer facility

2. LICENSE GRANT

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1 Subject to the terms of this Agreement, Licensor grants Licensee a non-exc

(a) Install and use CERAS within the Licensed Environment;

(b) Create one backup copy of CERAS for archival purposes;

(c) Use the Documentation in support of authorized CERAS use.

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2 License Restrictions. Licensee shall not:

(a) Modify, reverse engineer, or create derivative works of CERAS;

(b) Remove proprietary notices from CERAS or Documentation;

(c) Use CERAS outside the Licensed Environment;

(d) Transfer or sublicense CERAS to any third party.

3. COLD ENVIRONMENT SPECIFICATIONS

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1 CERAS is designed for operation in environments with:

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

(b) Relative humidity levels up to 95%;

(c) Standard industrial freezer conditions.

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2 Performance Parameters:

(a) Real-time risk assessment for AMR operations;

(b) Environmental condition monitoring;

(c) Predictive maintenance scheduling;

(d) Safety protocol enforcement.

4. FEES AND PAYMENT

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1 License Fee: Licensee shall pay the annual license fee specified in the Orde

2 Payment Terms: All fees are due within 30 days of invoice date.

5. MAINTENANCE AND SUPPORT

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1 Licensor shall provide:

(a) Software updates addressing cold environment operational issues;

(b) Technical support during business hours;

(c) Emergency support for critical system failures;

(d) Quarterly performance optimization reviews.

6. WARRANTIES AND DISCLAIMERS

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1 Licensor warrants that:

(a) CERAS will perform substantially as described in Documentation;

(b) Updates will not materially degrade CERAS functionality;

(c) Support services will be performed professionally.

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2 Disclaimer: EXCEPT AS EXPRESSLY PROVIDED HEREIN, CERAS IS

7. LIMITATION OF LIABILITY

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1 IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY EXCE

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2 LICENSOR SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL,

8. TERM AND TERMINATION

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1 Term: This Agreement commences on the Effective Date and continues for

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2 Termination:

(a) Either party may terminate for material breach with 30 days' notice;

(b) Licensor may terminate immediately if Licensee violates Sections 2.2 or

9. CONFIDENTIALITY

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1 Licensee shall:

(a) Protect Confidential Information with reasonable care;

(b) Use Confidential Information solely for CERAS operation;

(c) Restrict access to authorized personnel.

10. GOVERNING LAW

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1 This Agreement shall be governed by Delaware law, excluding conflicts of

11. ENTIRE AGREEMENT

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1 This Agreement constitutes the complete agreement between the parties re

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

Date.

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Victoria Wells

Title: Chief Financial Officer

Date:

LICENSEE:

By:

Name:

Title:

Date: