

POLAR NAVIGATION DATABASE RIGHTS AGREEMENT

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THIS POLAR NAVIGATION DATABASE RIGHTS AGREEMENT (the "Agreement") is made and entered into as of January 15, 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 02118 ("Company")

1. DEFINITIONS

1 "Navigation Database" means the proprietary collection of data, algorithms, and software used for navigation purposes.

- (a) Environmental mapping data
- (b) Temperature-adjusted pathfinding algorithms
- (c) Cold-environment obstacle detection parameters
- (d) Thermal compensation factors
- (e) Navigation optimization metrics

2 "Derivative Works" means any modification, enhancement, upgrade, or adaptation of the Navigation Database or its components.

3 "Intellectual Property Rights" means all patents, copyrights, trade secrets, and other proprietary rights associated with the Navigation Database.

2. OWNERSHIP AND RIGHTS

1 Company exclusively owns all right, title, and interest in and to the M

2 The Navigation Database is protected as both:

(a) A trade secret under applicable state and federal laws

(b) A copyrightable compilation under 17 U.S.C. 101

3 Company reserves all rights not expressly granted herein regarding

3. DATABASE PROTECTION

1 Security Requirements

The Company shall maintain the Navigation Database with the following protections:

(a) Encryption at rest using AES-256 or superior protocols

(b) Access controls limited to authorized personnel

(c) Secure backup systems with geographical redundancy

(d) Audit logging of all database access and modifications

2 Confidentiality

The Navigation Database shall be treated as Confidential Information at the highest sensitivity level under Company's information security policies

4. PERMITTED USES

1 The Navigation Database may only be used for:

(a) Operation of Company's autonomous mobile robots

(b) Research and development of navigation improvements

(c) Customer-specific deployment optimization

(d) Regulatory compliance and safety validation

2 Any other use requires explicit written authorization from Company's

5. RESTRICTIONS

1 The following activities are strictly prohibited:

- (a) Reverse engineering of database structures
- (b) Extraction of algorithmic components
- (c) Transfer to third parties
- (d) Use with non-Company robots or systems
- (e) Modification of core navigation parameters

6. DATA COLLECTION AND UPDATES

1 The Company may collect operational data to enhance the Navigati

- (a) Environmental conditions
- (b) Robot performance metrics
- (c) Navigation efficiency data
- (d) Safety incident data

2 All collected data shall be incorporated into the Navigation Database.

7. COMPLIANCE AND AUDIT

1 The Company shall maintain records of all access to and use of the Database.

2 Quarterly audits shall be conducted to ensure compliance with this Agreement.

8. TERM AND TERMINATION

1 This Agreement shall remain in effect perpetually unless terminated

2 Upon termination, all access to the Navigation Database shall cease

9. GENERAL PROVISIONS

1 Governing Law

This Agreement shall be governed by the laws of the State of Delaware

2 Severability

If any provision is found invalid, the remainder shall continue in full force

3 Amendment

This Agreement may only be modified in writing signed by authorized officers.

IN WITNESS WHEREOF, this Agreement has been executed by the
representative of the Company.

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Marcus Chen

Title: Chief Technology Officer

Date: January 15, 2024

ATTEST:

By:

Name: Victoria Wells

Title: Chief Financial Officer

Date: January 15, 2024

