

# ICE DETECTION SOFTWARE LICENSE AGREEMENT

## ICE DETECTION SOFTWARE LICENSE AGREEMENT

THIS ICE DETECTION SOFTWARE LICENSE AGREEMENT (the "A" entered into as of January 15, 2024 (the "Effective Date"), by and betw Dynamics Robotics, Inc., a Delaware corporation with its principal plac business at 2100 Arctic Way, Cambridge, MA 02142 ("Licensor"), and accepting this Agreement ("Licensee").

### 1. DEFINITIONS

1 "Documentation" means all user manuals, technical manuals, and o

2 "Ice Detection Software" or "Software" means Licensor's proprietary

3 "Intellectual Property Rights" means all patents, copyrights, trade se

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

5 "Subscription Fee" means the recurring fee paid by Licensee for use

## 2. LICENSE GRANT

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

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

(b) Use the Documentation in support of Licensee's authorized use of  
Software; and

(c) Make one backup copy of the Software for archival purposes only.

2 The license granted herein is limited to use with Polar Dynamics Ro

### **3. RESTRICTIONS**

1 Licensee shall not:

- (a) Modify, translate, reverse engineer, decompile, or disassemble the
- (b) Create derivative works based on the Software;
- (c) Copy the Software except as expressly permitted;
- (d) Remove any proprietary notices or labels on the Software;
- (e) Transfer, sublicense, lease, lend, rent or otherwise distribute the S
- to any third party;
- (f) Use the Software in any service bureau arrangement.

### **4. OWNERSHIP**

1 Licens~~or~~ retains all right, title, and interest in and to the Software, in

2 Licensee acknowledges that the Software contains valuable trade s

## **5. SUBSCRIPTION FEES AND PAYMENT**

1 Licensee shall pay the Subscription Fee annually in advance.

2 The initial Subscription Fee shall be \$25,000 per Licensed Environm

3 Licens~~or~~ may increase the Subscription Fee upon 90 days' written n

## **6. TERM AND TERMINATION**

1 This Agreement commences on the Effective Date and continues fo

2 Either party may terminate this Agreement upon 30 days' written notice.

3 Upon termination:

- (a) All licenses granted herein shall immediately terminate;
- (b) Licensee shall cease all use of the Software;
- (c) Licensee shall destroy all copies of the Software and Documentation.

## **7. SUPPORT AND MAINTENANCE**

1 Licensors shall provide:

- (a) Software updates and bug fixes;
- (b) Technical support during normal business hours;
- (c) Access to online support resources;
- (d) Emergency support for critical issues.

2 Support services are included in the Subscription Fee.

## **8. WARRANTIES AND DISCLAIMERS**

1 Licensor warrants that:

- (a) The Software will perform substantially in accordance with the Documentation;
- (b) Support services will be performed in a professional manner.

2 EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SOFTWARE

## **9. LIMITATION OF LIABILITY**

1 IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT

2 LICENSOR'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT OF

## 10. CONFIDENTIALITY

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

2 Confidentiality obligations survive termination of this Agreement for

## 11. GENERAL PROVISIONS

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

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

3 This Agreement constitutes the entire agreement between the parties

4 No modification of this Agreement shall be valid unless in writing and

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:

**By:**

**Name:**



**Title:** - 8 -

**Date:**

