

SOFTWARE LICENSE AGREEMENT

SOFTWARE LICENSE AGREEMENT

REMOTE MONITORING SUITE

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made this 15th day of January, 2024 (the "Effective Date"), by and between Polar Dynamics Inc., a Delaware corporation with its principal place of business at 2100 Massachusetts Avenue, Suite 400, Boston, Massachusetts 02210 ("Licensor"), and the end user ("Licensee").

1. DEFINITIONS

1 "Documentation" means user manuals, technical manuals, and any

2 "Software" means Licensor's proprietary Remote Monitoring Suite s

3 "Authorized Users" means Licensee's employees and contractors w

2. LICENSE GRANT

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

(a) Install and use the Software on Licensee's autonomous mobile rob
operating in temperature-controlled environments;

(b) Use the Software for monitoring and managing cold-environment m
operations;

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

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

3. RESTRICTIONS

1 Licensee shall not:

- (a) Modify, translate, adapt, or create derivative works of the Software;
- (b) Reverse engineer, decompile, disassemble, or attempt to derive source code from the Software;
- (c) Remove, alter, or obscure any proprietary notices on the Software;
- (d) Use the Software in environments outside specified operating parameters (e.g., -40 C to +30 C);
- (e) Share access credentials or permit unauthorized users to access the Software.

4. PROPRIETARY RIGHTS

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

2 Licensee acknowledges that the BlueCore(TM) technology and asso

5. SUPPORT AND MAINTENANCE

1 Licens~~or~~ shall provide standard technical support for the Software d

2 Software updates and patches will be provided as part of the annua

6. FEES AND PAYMENT

1 Licensee shall pay the license fees specified in the applicable order

2 Annual maintenance fees shall be paid in advance and are non-refu

7. WARRANTY AND DISCLAIMER

1 Licenser warrants that the Software will perform substantially in acco

2 The Software is designed for use in industrial cold storage environm

8. LIMITATION OF LIABILITY

1 IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT

2 LICENSOR'S TOTAL LIABILITY UNDER THIS AGREEMENT SHA

9. 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.

10. CONFIDENTIALITY

1 Each party shall maintain the confidentiality of all proprietary information.

2 Licensee shall implement reasonable security measures to prevent unauthorized access to or disclosure of confidential information.

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 in Delaware.

3 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement and
Date.

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name: Victoria Wells

Title: Chief Financial Officer

Date: _

LICENSEE

By: _

Name: _

Title: _

Date: _7 -

