

SOFTWARE SUBSCRIPTION AGREEMENT - CLOUD SERVICES

SOFTWARE SUBSCRIPTION AGREEMENT -

THIS SOFTWARE SUBSCRIPTION AGREEMENT (the "Agreement")
[DATE] (the "Effective Date"), by and between Polar Dynamics Robot
Delaware corporation with its principal place of business at 2100 Arctic
Suite 400, Boston, Massachusetts 02210 ("Provider"), and the entity a
this Agreement ("Customer").

1. DEFINITIONS

1 "Authorized Users" means Customer's employees, contractors, and

2 "BlueCore(TM) Platform" means Provider's proprietary cloud-based

3 "Confidential Information" means all non-public information disclosed

4 "Documentation" means Provider's user manuals, handbooks, and g

5 "Services" means the subscription-based access to the BlueCore(TM)

2. LICENSE GRANT AND RESTRICTIONS

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

2 Customer shall not:

(a) modify, copy, or create derivative works of the Services;

(b) reverse engineer, decompile, or disassemble the Services;

(c) remove or modify any proprietary notices or labels on the Services

(d) use the Services for any unlawful purpose or in violation of any applicable laws.

3. SUBSCRIPTION TERMS AND FEES

1 The initial Subscription Term shall be twelve (12) months from the Effective Date.

2 Customer shall pay all fees specified in the applicable Order Form.

(a) Fees are quoted and payable in United States dollars

(b) Payment obligations are non-cancelable

(c) Fees are non-refundable

(d) Quantities purchased cannot be decreased during the Subscription Term.

4. CUSTOMER RESPONSIBILITIES

1 Customer shall:

- (a) be responsible for Authorized Users' compliance with this Agreement
- (b) maintain the security of Customer's account access credentials
- (c) use commercially reasonable efforts to prevent unauthorized access to the Services
- (d) promptly notify Provider of any unauthorized use or security breach
- (e) use the Services only in accordance with the Documentation and applicable laws

5. PROVIDER OBLIGATIONS

1 Provider shall:

- (a) provide the Services in accordance with this Agreement and applicable service levels

(b) maintain appropriate administrative, physical, and technical safeguards for the Services

(c) provide technical support in accordance with Provider's standard support policies

(d) ensure the Services perform substantially in accordance with the Documentation

6. PROPRIETARY RIGHTS

1 Provider retains all right, title, and interest in and to the Services, including

2 Customer retains all right, title, and interest in and to Customer Data

3 Customer grants Provider a non-exclusive license to host, copy, transfer, and

7. CONFIDENTIALITY

1 Each party agrees to protect the other party's Confidential Information

2 Confidential Information shall not include information that:

- (a) is or becomes publicly available through no fault of the receiving party
- (b) was known to the receiving party prior to disclosure
- (c) was independently developed by the receiving party
- (d) is required to be disclosed by law or governmental order

8. WARRANTIES AND DISCLAIMERS

1 Provider warrants that:

- (a) the Services will perform materially in accordance with the Document

(b) it will not knowingly introduce any malicious code into the Services

2 EXCEPT AS EXPRESSLY SET FORTH ABOVE, PROVIDER MAKES

9. LIMITATION OF LIABILITY

1 NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE

10. TERM AND TERMINATION

1 This Agreement commences on the Effective Date and continues un

2 Either party may terminate this Agreement for cause upon 30 days v

11. GENERAL PROVISIONS

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

2 Any modifications to this Agreement must be in writing and signed by both parties.

3 Neither party may assign this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.
Date.

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name: Victoria Wells

Title: Chief Financial Officer

Date: _

CUSTOMER

By: _

Name: _

Title: _

Date: _

