

LICENSE AGREEMENT - THIRD-PARTY SENSOR INTEGRATION

LICENSE AGREEMENT - THIRD-PARTY SENSOR

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into on this 15th day of January, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 2850 Arctic Way, Suite 400, Burlington, Massachusetts 01803 ("Licensor")

and

FROSTPOINT SENSORS, LLC, a California limited liability company with its principal place of business at 1234 Main Street, San Francisco, California 94102 ("Licensee")

principal place of business at 1275 Silicon Valley Boulevard, San Jose, California 95131 ("Licensee")

RECITALS

WHEREAS, Licensor owns certain proprietary technology and intellectual property related to extreme-condition autonomous mobile robots, including the BlueCore(TM) technology platform;

WHEREAS, Licensee develops and manufactures specialized temperature sensors and wishes to integrate its sensor technology with Licensor's BlueCore(TM) platform; and

WHEREAS, the parties desire to establish terms governing Licensee's use of Licensor's technology for sensor integration purposes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the

parties agree as follows:

1. DEFINITIONS

1 "Documentation" means all technical specifications, user manuals, a

2 "Licensed Technology" means Licensor's BlueCore(TM) platform ap

3 "Sensor Products" means Licensee's temperature-resistant sensor

4 "Territory" means worldwide.

2. LICENSE GRANT

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

(a) Use the Licensed Technology solely to develop and test integration of Sensor Products and the BlueCore(TM) platform;

(b) Distribute Sensor Products that integrate with the Licensed Technology to end users; and

(c) Use Licensor's trademarks solely to indicate compatibility with the BlueCore(TM) platform.

3. RESTRICTIONS

1 Licensee shall not:

(a) Modify, reverse engineer, decompile, or disassemble the Licensed Technology;

(b) Remove or alter any proprietary notices or marks on the Licensed Technology;

(c) Use the Licensed Technology to develop competing products; or

(d) Transfer, sublicense, or disclose the Licensed Technology to any third party.

4. COMPENSATION

1 License Fees. Licensee shall pay Licensor:

(a) An initial license fee of \$75,000 within 30 days of the Effective Date;

(b) Annual maintenance fees of \$25,000; and

(c) Integration royalties equal to 5% of net sales of Sensor Products that incorporate the Licensed Technology.

2 Payment Terms. All payments shall be made in U.S. dollars by wire transfer.

5. INTELLECTUAL PROPERTY

1 Ownership. Licensor retains all right, title, and interest in the Licensed Technology.

2 Improvements. Any improvements to the Licensed Technology made by Licensee shall be owned by Licensor.

3 Sensor Products IP. Licensee retains all intellectual property rights in its Sensor Products IP.

6. CONFIDENTIALITY

1 Each party shall maintain the confidentiality of all non-public information received from the other party.

2 These obligations shall survive termination of this Agreement for a period of five (5) years.

7. REPRESENTATIONS AND WARRANTIES

1 Licensor warrants that:

(a) It has the right to grant the licenses hereunder;

(b) The Licensed Technology will materially conform to its Documentation;

(c) To its knowledge, the Licensed Technology does not infringe third-party intellectual property rights.

2 Licensee warrants that:

(a) It shall comply with all applicable laws and regulations;

(b) Its Sensor Products will be free from material defects; and

(c) It has the right to integrate its Sensor Products with the Licensed Technology.

8. LIMITATION OF LIABILITY

1 EXCEPT FOR BREACH OF CONFIDENTIALITY OR INTELLECTU

2 TOTAL LIABILITY SHALL NOT EXCEED AMOUNTS PAID UNDER

9. TERM AND TERMINATION

1 Term. This Agreement shall commence on the Effective Date and c

2 Termination. Either party may terminate:

(a) For material breach, upon 30 days' written notice if not cured;

(b) Immediately upon bankruptcy or insolvency of the other party.

3 Effect of Termination. Upon termination:

(a) All licenses granted hereunder shall terminate;

(b) Licensee shall cease using the Licensed Technology;

(c) Each party shall return confidential information.

10. GENERAL PROVISIONS

1 Assignment. This Agreement may not be assigned without prior written consent of the Licensor.

2 Governing Law. This Agreement shall be governed by Delaware law.

3 Dispute Resolution. Any disputes shall be resolved by binding arbitration.

4 Entire Agreement. This Agreement constitutes the entire agreement between the parties.

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

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Victoria Wells

Title: Chief Financial Officer

Date:

FROSTPOINT SENSORS, LLC

By:

Name: Michael Chang

Title: Chief Executive Officer

Date:- 10 -

