

# **TRAINING PROGRAM CONTRACT**

## **TRAINING PROGRAM CONTRACT**

### **POLAR ROBOTICS ACADEMY**

THIS TRAINING PROGRAM CONTRACT (the "Agreement") is made  
February 1, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its  
principal place of business at 2850 Arctic Circle Drive, Cambridge, MA 02142 ("PDR"  
"Company")

AND

The participant executing this Agreement ("Participant")

## **RECITALS**

WHEREAS, PDR operates the Polar Robotics Academy, a specialized organization for the operation, maintenance, and deployment of cold-environment mobile robots;

WHEREAS, PDR desires to provide professional training services to Participants regarding its proprietary BlueCore(TM) technology platform and associated robotic systems;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

## **1. DEFINITIONS**

1 "Confidential Information" means all proprietary information, trade secrets, and other confidential information.

2 "Training Materials" means all documentation, manuals, presentations, and other materials used in the training program.

3 "Training Program" means the structured educational program provided by the Contractor to the Government.

## **2. TRAINING SERVICES**

1 **\*\*Program Content.\*\*** PDR shall provide the following training modules:

- a) BlueCore(TM) System Architecture (40 hours)
- b) Cold-Environment Navigation Systems (32 hours)
- c) Maintenance & Troubleshooting (24 hours)
- d) Safety Protocols & Emergency Procedures (16 hours)
- e) Deployment & Integration Practices (24 hours)

2 **\*\*Delivery Method.\*\*** Training shall be conducted through:

- a) In-person instruction at PDR's Cambridge facility
- b) Hands-on laboratory sessions
- c) Virtual simulation exercises
- d) Field deployment practice

3 **\*\*Certification Requirements.\*\*** Participant must:

- a) Complete all required modules
- b) Pass written and practical examinations
- c) Demonstrate proficiency in emergency procedures
- d) Complete minimum 120 hours of supervised practice

### **3. PARTICIPANT OBLIGATIONS**

1 **\*\*Attendance & Participation.\*\*** Participant shall:

- a) Attend all scheduled sessions
- b) Complete assigned pre-work and homework
- c) Participate in practical exercises
- d) Comply with safety protocols

2 **\*\*Equipment Care.\*\*** Participant shall handle all training equipment

3 **\*\*Safety Compliance.\*\*** Participant shall adhere to all safety guidelines

## **4. FEES AND PAYMENT**

1 **\*\*Program Fee.\*\*** The total fee for the Training Program is \$12,500

2 **\*\*Payment Schedule.\*\***

- a) 50% due upon execution of this Agreement
- b) 25% due prior to practical training
- c) 25% due before final certification

3 **\*\*Additional Costs.\*\*** Participant is responsible for:

- a) Transportation to training facility
- b) Lodging and meals
- c) Personal protective equipment
- d) Replacement costs for damaged equipment

## **5. INTELLECTUAL PROPERTY**

1 **\*\*Ownership.\*\*** All intellectual property rights in the Training Material

2 **\*\*Limited License.\*\*** PDR grants Participant a non-exclusive, non-tra

3 **\*\*Restrictions.\*\*** Participant shall not:

- a) Copy or reproduce Training Materials
- b) Share materials with third parties
- c) Record training sessions
- d) Reverse engineer PDR technology

## **6. CONFIDENTIALITY**

1 **\*\*Confidentiality Obligations.\*\*** Participant shall:

- a) Maintain strict confidentiality of all Confidential Information
- b) Use information solely for training purposes
- c) Return all confidential materials upon program completion
- d) Report any unauthorized disclosures

2 **\*\*Survival.\*\*** Confidentiality obligations survive program completion

## **7. LIABILITY AND INDEMNIFICATION**

1 **\*\*Limitation of Liability.\*\*** PDR's liability shall not exceed program fee

2 **\*\*Indemnification.\*\*** Participant shall indemnify PDR against claims and

- a) Participant's negligence
- b) Violation of safety protocols
- c) Unauthorized use of materials
- d) Breach of confidentiality

## **8. TERM AND TERMINATION**

1 **\*\*Term.\*\*** This Agreement commences on the Effective Date and continues



2 **\*\*Termination Rights.\*\*** PDR may terminate if Participant:

- a) Violates safety protocols
- b) Breaches confidentiality
- c) Fails to pay fees
- d) Misses more than 2 sessions

## **9. GENERAL PROVISIONS**

1 **\*\*Governing Law.\*\*** This Agreement is governed by Delaware law.

2 **\*\*Dispute Resolution.\*\*** Disputes shall be resolved through arbitration.

3 **\*\*Assignment.\*\*** This Agreement may not be assigned without PDR's written consent.

4 **\*\*Entire Agreement.\*\*** This Agreement constitutes the complete and exclusive understanding 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:** \_

PARTICIPANT:

**By:** \_

**Name:** \_

**Date:** \_

