

SERVICE CONTRACT

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THIS SERVICE CONTRACT (the "Agreement") is made effective as of [Date] (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 2850 Innovation Drive, Cambridge, MA 02142 ("Service Provider")

and

NORTH STAR FROZEN FOODS, LLC, a Minnesota corporation with its principal place of business at 1200 Cold Storage Way, Minneapolis, MN 55403 ("Customer")

1. RECITALS

WHEREAS, Service Provider specializes in the development, deployment, and maintenance of autonomous mobile robots designed for cold storage

WHEREAS, Customer operates temperature-controlled food processing facilities requiring automated material handling solutions;

WHEREAS, Customer desires to engage Service Provider to provide automation services, and Service Provider desires to provide such services on the terms and conditions set forth herein;

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

2. DEFINITIONS

1 "BlueCore(TM) System" means Service Provider's proprietary cold-

2 "Facility" means Customer's Minneapolis distribution center located

3 "Services" means the installation, operation, maintenance, and support

4 "Service Level Requirements" means the performance metrics and

3. SCOPE OF SERVICES

1 Service Provider shall:

(a) Install and configure six (6) BlueCore(TM) robots at the Facility

(b) Integrate the BlueCore(TM) System with Customer's warehouse management
system

(c) Provide 24/7 remote monitoring and support

- (d) Perform preventive maintenance according to the schedule in Exhibit A
- (e) Provide operator training for Customer's designated personnel
- (f) Maintain compliance with Service Level Requirements

2 Customer shall:

- (a) Provide necessary facility access and infrastructure
- (b) Maintain appropriate environmental conditions
- (c) Ensure proper network connectivity
- (d) Designate qualified personnel for training
- (e) Comply with operating procedures provided by Service Provider

4. TERM AND TERMINATION

1 Initial Term. This Agreement shall commence on the Effective Date

2 Renewal. Agreement may be renewed for successive twelve (12) m

3 Termination for Cause. Either party may terminate this Agreement u

5. FEES AND PAYMENT

1 Service Fees. Customer shall pay:

(a) Initial deployment fee of \$175,000

(b) Monthly service fee of \$12,500

(c) Parts and materials at cost plus 15%

2 Payment Terms. All invoices are due within thirty (30) days of receipt

3 Late Payments. Overdue amounts shall bear interest at 1.5% per m

6. WARRANTIES AND REPRESENTATIONS

1 Service Provider warrants that:

- (a) Services will be performed in a professional manner
- (b) BlueCore(TM) System will maintain 98% uptime
- (c) All personnel are properly trained and qualified
- (d) Services comply with applicable laws and regulations

2 Customer warrants that:

- (a) Facility meets specified environmental requirements
- (b) It has necessary rights and permissions
- (c) It will use the system as instructed

7. LIMITATION OF LIABILITY

1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

2 SERVICE PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED FIFTY THOUSAND DOLLARS (\$50,000).

8. CONFIDENTIALITY

1 Each party shall protect confidential information with reasonable care and shall not disclose such information to third parties without the prior written consent of the other party.

2 Confidentiality obligations survive termination for three (3) years.

9. INTELLECTUAL PROPERTY

1 Service Provider retains all rights to BlueCore(TM) technology.

2 Customer receives limited license during term of Agreement.

10. INSURANCE

1 Service Provider shall maintain:

(a) Commercial General Liability: \$5,000,000

(b) Professional Liability: \$2,000,000

(c) Workers' Compensation: Statutory limits

11. MISCELLANEOUS

1 Force Majeure

2 Assignment

3 Governing Law: Delaware

4 Dispute Resolution

5 Entire Agreement

6 Amendments

7 Notices

8 Severability

9 Counterparts

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

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Victoria Wells

Title: Chief Financial Officer

Date:

NORTHSTAR FROZEN FOODS, LLC

By:

Name: Robert Erikson

Title: Vice President of Operations

Date:

[Exhibits A and B to follow]

