

TRAINING SERVICES AGREEMENT

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THIS TRAINING SERVICES AGREEMENT (the "Agreement") is made this 1st day of February, 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 ("Provider")

and

NORTHERN STAR LOGISTICS, LLC, a Minnesota corporation with its principal place of business at 4501 Coldstream Way, Minneapolis, MN 55403 ("Client")

1. DEFINITIONS

1 "BlueCore(TM) System" means Provider's proprietary autonomous r

2 "Confidential Information" means all non-public information disclos

3 "Training Materials" means all documentation, manuals, videos, pre

4 "Training Services" means the instruction, guidance, and support se

2. SCOPE OF SERVICES

1 Provider shall deliver comprehensive training services for Client's p

2 Training will be conducted at Client's Minneapolis facility unless oth

3 Provider shall supply all necessary Training Materials and equipment

4 Training Services shall be delivered by qualified Provider personnel

3. CLIENT RESPONSIBILITIES

1 Client shall:

- (a) Provide adequate facilities for training sessions
- (b) Ensure designated personnel attend scheduled training
- (c) Maintain appropriate safety protocols
- (d) Complete pre-training preparation as specified by Provider
- (e) Restrict training participation to authorized personnel only

4. FEES AND PAYMENT

1 Client shall pay Provider:

- (a) \$12,500 per standard training module
- (b) \$2,500 per day for customized training
- (c) Reasonable travel and accommodation expenses

2 Payment terms:

- (a) 50% due upon execution of Agreement
- (b) Remaining 50% due upon completion of training
- (c) Net 30 days for all invoices

5. INTELLECTUAL PROPERTY

1 Provider retains all rights, title, and interest in:

- (a) BlueCore(TM) System

(b) Training Materials

(c) Provider's methodologies and know-how

2 Client receives limited license to use Training Materials for internal p

6. CONFIDENTIALITY

1 Each party shall:

(a) Protect Confidential Information

(b) Limit disclosure to need-to-know basis

(c) Return or destroy Confidential Information upon request

(d) Maintain confidentiality for 5 years after termination

7. WARRANTY AND DISCLAIMER

1 Provider warrants that Training Services will be performed in a professional

2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO

8. LIMITATION OF LIABILITY

1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL,

2 PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED AMOUNTS

9. TERM AND TERMINATION

1 Term: One year from Effective Date unless terminated earlier.

2 Termination:

(a) By either party upon 30 days written notice

(b) Immediately for material breach

(c) By Provider if Client fails to pay undisputed amounts

10. GENERAL PROVISIONS

1 Independent Contractors: Parties are independent contractors.

2 Assignment: Neither party may assign without written consent.

3 Force Majeure: Standard force majeure provisions apply.

4 Governing Law: Delaware law governs.

5 Dispute Resolution: Arbitration in Wilmington, Delaware.

6 Entire Agreement: This Agreement constitutes entire understanding

SCHEDULE A: TRAINING SERVICES DESCRIPTION

Basic Operation Training (3 days)

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System overview and safety protocols

-

Navigation and control systems

-

Cold environment considerations

-

Basic troubleshooting

Advanced Maintenance Training (2 days)

-

Preventive maintenance procedures

- - 8 -

Component replacement

-

Software updates and configuration

-

Advanced diagnostics

Administrator Training (2 days)

-

Fleet management

-

Performance optimization

-

Integration with facility systems

-

Emergency procedures

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

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Victoria Wells

Title: Chief Financial Officer

Date:

NORTHERN STAR LOGISTICS, LLC

By:

Name:

Title: - 10 -

Date:

