

MAINTENANCE CONTRACT FOR ROBOTIC SYSTEMS

MAINTENANCE CONTRACT FOR ROBOTIC S

THIS MAINTENANCE CONTRACT FOR ROBOTIC SYSTEMS (the "Contract") is made effective as of 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 Way, Suite 400, Burlington, Massachusetts 01803 ("Service Provider")

AND

The entity identified in the applicable Service Order ("Customer")

1. DEFINITIONS

1. "BlueCore(TM) System" means Service Provider's proprietary cold-
2. "Maintenance Services" means the scheduled and emergency main
3. "Robotic Systems" means the autonomous mobile robots manufact
4. "Service Level Agreement" or "SLA" means the performance stand
5. "Service Order" means the order form executed by Customer speci

2. TERM AND RENEWAL

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

2. ~~Renewal~~. This Agreement shall automatically renew for successive

3. MAINTENANCE SERVICES

1. Scheduled Maintenance

a) Quarterly System Inspections

-

Physical inspection of chassis, motors, and mechanical components

-

Diagnostic testing of BlueCore(TM) navigation systems

-

Calibration of temperature sensors and environmental monitors

-

Software updates and firmware upgrades

- - 3 -

Performance optimization and tuning

b) Annual Comprehensive Service

-

Complete system overhaul

-

Battery replacement and power system testing

-

Replacement of wear components

-

Full navigation system recalibration

-

Safety system certification

2. Emergency Maintenance

- a) 24/7 emergency response for critical system failures
- b) Remote diagnostic support
- c) On-site technical support within 4 hours for severe issues
- d) Temporary replacement units when available

4. SERVICE PROVIDER OBLIGATIONS

1. Service Provider shall:

- a) Maintain adequate inventory of spare parts
- b) Employ qualified technicians certified on BlueCore(TM) systems
- c) Provide maintenance documentation and service records
- d) Meet or exceed SLA requirements

- e) Maintain appropriate insurance coverage
- f) Comply with Customer's facility safety protocols

5. CUSTOMER OBLIGATIONS

1. Customer shall:

- a) Provide access to Robotic Systems during scheduled maintenance
- b) Maintain environmental conditions within specified parameters
- c) Report issues promptly through designated channels
- d) Follow prescribed operating procedures
- e) Maintain network connectivity for remote diagnostics
- f) Pay all fees when due

6. FEES AND PAYMENT

1. Maintenance Fees. Customer shall pay the annual maintenance fee
2. Emergency Service Fees. Emergency services outside standard co
3. Payment Terms. All invoices are due within thirty (30) days of recei

7. WARRANTY

1. Service Provider warrants that:
 - a) Services will be performed in a professional manner
 - b) Replacement parts will be new or like-new condition
 - c) Work will conform to industry standards

d) Technicians will be properly trained and certified

2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDER

8. LIMITATION OF LIABILITY

1. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR FROM THIS AGREEMENT.

2. SERVICE PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED THE TOTAL FEE PAID BY CLIENT TO SERVICE PROVIDER FOR THE SERVICES PROVIDED HEREUNDER.

9. CONFIDENTIALITY

1. Each party shall protect the other's confidential information with the same degree of care that it uses to protect its own confidential information, but in no event less than reasonable care.

10. TERMINATION

1. Either party may terminate this Agreement:

- a) For cause upon thirty (30) days written notice and opportunity to cure
- b) Immediately upon material breach
- c) Upon the other party's bankruptcy or insolvency

11. GENERAL PROVISIONS

- 1. Assignment. Neither party may assign this Agreement without prior written consent of the other party.
- 2. Force Majeure. Neither party shall be liable for delays due to causes beyond its reasonable control.
- 3. Governing Law. This Agreement shall be governed by Delaware law.
- 4. Entire Agreement. This Agreement constitutes the complete understanding of 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:

CUSTOMER

By:

Name:

Title:

Date:- 10 -

[EXHIBIT A - Service Level Agreement follows]

