

MAINTENANCE TERMS AND CONDITIONS

IcePack Automation System

Polar Dynamics Robotics, Inc.

Effective Date: January 1, 2024

1. DEFINITIONS

1. "Agreement" means these Maintenance Terms and Conditions.
2. "IcePack System" means the proprietary autonomous mobile robot system, including all hardware components, IceNav(TM) software, and related control systems manufactured by Polar Dynamics Robotics, Inc.
3. "Maintenance Services" means the scheduled and emergency maintenance, repairs, updates, and support services described in Section 3.
4. "Operating Environment" means temperature-controlled facilities operating between +25 C to -40 C.
5. "Response Time" means the period between receipt of a service request and initiation of remedial action.

2. SCOPE OF COVERAGE

1. These Maintenance Terms apply to all IcePack System installations operating within specified Operating Environments.
2. Coverage includes:
 - a) Hardware maintenance for cold-resistant actuators
 - b) Thermal management system calibration
 - c) IceNav(TM) software updates and patches
 - d) Navigation sensor alignment
 - e) Battery system maintenance
 - f) Emergency repair services
3. Geographic Coverage: Continental United States and Canada.

3. MAINTENANCE SERVICES

1. Scheduled Maintenance

- a) Quarterly system diagnostics
- b) Bi-annual actuator calibration
- c) Annual thermal system optimization
- d) Monthly software updates
- e) Weekly performance analytics review

2. Emergency Services

- a) 24/7 technical support
- b) On-site emergency response within 4 hours
- c) Remote diagnostics and troubleshooting
- d) Critical component replacement

3. Preventive Maintenance

- a) Predictive analytics monitoring
- b) Component wear analysis
- c) Environmental stress testing
- d) Performance optimization

4. SERVICE LEVELS

1. Response Times

- Critical Issues: 2 hours
- Major Issues: 4 hours
- Minor Issues: 24 hours

2. System Availability

- Guaranteed uptime: 99.5%
- Planned maintenance windows: 2am-6am local time
- Maximum annual downtime: 43.8 hours

3. Performance Metrics

- Navigation accuracy: 5mm
- Thermal variance tolerance: 0.5 C
- Battery lifecycle: 2,000 cycles minimum

5. CLIENT OBLIGATIONS

1. Maintain Operating Environment within specified parameters
2. Provide access to facilities during scheduled maintenance
3. Report issues promptly through designated channels
4. Maintain network connectivity for remote monitoring
5. Follow prescribed operating procedures

6. EXCLUSIONS

1. Damage from:
 - a) Unauthorized modifications
 - b) Operation outside specified parameters
 - c) Natural disasters
 - d) Negligent handling
 - e) Unauthorized repairs
2. Third-party integration issues not certified by Polar Dynamics

7. FEES AND PAYMENT

1. Annual Maintenance Fee: Based on system configuration
2. Emergency Service Fees: Included for critical issues
3. Parts Replacement: Covered under warranty terms
4. Payment Terms: Net 30 from invoice date

8. TERM AND TERMINATION

1. Initial Term: One (1) year from Effective Date

2. Renewal: Automatic annual renewal unless terminated

3. Termination Notice: 90 days written notice required

9. WARRANTY

1. Polar Dynamics warrants Maintenance Services will be performed in a professional manner consistent with industry standards.

2. This warranty is exclusive and in lieu of all other warranties.

10. LIMITATION OF LIABILITY

1. Liability limited to fees paid in previous 12 months

2. No liability for consequential damages

3. Force majeure provisions apply

11. GOVERNING LAW

1. Delaware law governs this Agreement

2. Exclusive jurisdiction in Delaware courts

ACKNOWLEDGED AND AGREED:

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Katherine Wells

Title: Chief Financial Officer

Date:

CLIENT:

By:

Name:

Title:

Date: