

MAINTENANCE SERVICE AGREEMENT

THIS MAINTENANCE SERVICE AGREEMENT (the "Agreement") is made and entered into 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

FROST LOGISTICS INTERNATIONAL, LLC, a Nevada limited liability company with its principal place of business at 1200 Glacier Road, Reno, Nevada 89502 ("Customer")

RECITALS

WHEREAS, Service Provider is in the business of manufacturing and maintaining autonomous mobile robots designed for cold storage environments;

WHEREAS, Customer operates temperature-controlled logistics facilities and desires to engage Service Provider to provide maintenance services for its fleet of IceNav-enabled autonomous mobile robots (the "Equipment"); and

WHEREAS, Service Provider desires to provide such maintenance services under the terms and conditions set forth herein.

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

1. DEFINITIONS

1 "Maintenance Services" means the scheduled and emergency maintenance services described in Exhibit A.

2 "Service Locations" means Customer's facilities listed in Exhibit B where Equipment is deployed.

3 "Response Time" means the period between Service Provider's receipt of a service request and the arrival of Service Provider's technician at the applicable Service Location.

4 "Preventive Maintenance" means scheduled inspection and maintenance activities designed to prevent Equipment failure.

2. SCOPE OF SERVICES

1 Service Provider shall provide Maintenance Services for the Equipment at the Service Locations in accordance with the specifications and schedules set forth in Exhibit A.

2 Service Provider shall maintain an adequate inventory of spare parts to support the Equipment.

3 All Maintenance Services shall be performed by qualified technicians certified in IceNav systems maintenance.

3. SERVICE LEVELS

1 Response Times

- Critical Issues: 4 hours
- Major Issues: 8 hours
- Minor Issues: 24 hours

2 Preventive Maintenance shall be performed quarterly according to the schedule in Exhibit C.

3 Service Provider shall maintain 98% Equipment uptime, calculated monthly.

4. CUSTOMER OBLIGATIONS

1 Customer shall:

- (a) Provide Service Provider with access to Service Locations
- (b) Maintain appropriate environmental conditions per Equipment specifications
- (c) Operate Equipment in accordance with provided documentation
- (d) Promptly report any Equipment malfunctions
- (e) Maintain accurate Equipment operation logs

5. FEES AND PAYMENT

1 Customer shall pay annual maintenance fees as specified in Exhibit D.

2 Emergency service calls outside normal business hours will incur additional charges per the rate schedule in Exhibit D.

3 Parts not covered under warranty will be billed at Service Provider's then-current prices.

4 Invoices are due within 30 days of receipt.

6. TERM AND TERMINATION

1 Initial Term: This Agreement shall commence on the Effective Date and continue for three (3) years.

2 Renewal: This Agreement shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least 90 days prior to expiration.

3 Termination for Cause: Either party may terminate this Agreement upon 30 days written notice of a material breach that remains uncured.

7. WARRANTY

1 Service Provider warrants that Maintenance Services will be performed in a professional manner consistent with industry standards.

2 Service Provider shall re-perform any Maintenance Services not meeting this warranty if reported within 30 days.

8. LIMITATION OF LIABILITY

1 SERVICE PROVIDER'S TOTAL LIABILITY ARISING FROM THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER IN THE 12 MONTHS PRECEDING THE CLAIM.

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

9. CONFIDENTIALITY

1 Each party shall protect the other's confidential information with the same degree of care as its own confidential information, but not less than reasonable care.

2 This obligation shall survive termination of this Agreement for 5 years.

10. GENERAL PROVISIONS

1 Independent Contractors: The parties are independent contractors. Nothing in this Agreement

creates a partnership or joint venture.

2 Assignment: Neither party may assign this Agreement without the other's written consent, not to be unreasonably withheld.

3 Force Majeure: Neither party shall be liable for delays due to causes beyond its reasonable control.

4 Governing Law: This Agreement shall be governed by Delaware law.

5 Entire Agreement: This Agreement, including Exhibits A-D, constitutes the entire agreement between the parties regarding the subject matter herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Katherine Wells

Title: Chief Financial Officer

Date:

FROST LOGISTICS INTERNATIONAL, LLC

By:

Name:

Title:

Date:

[Note: Exhibits A-D to be attached]