

SOFTWARE MAINTENANCE AGREEMENT

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THIS SOFTWARE MAINTENANCE AGREEMENT (the "Agreement")
February 1, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its
principal place of business at 2100 Arctic Way, Suite 400, Burlington, Massachusetts
01803 ("Provider")

and

ARCTIC AUTOMATION SOLUTIONS, LLC, a Minnesota corporation

place of business at 8750 Glacier Road, Minneapolis, Minnesota 55401
("Customer")

1. DEFINITIONS

1 "BlueCore(TM) Software" means Provider's proprietary software platform.

2 "Maintenance Services" means the software maintenance and support services.

3 "Service Level Requirements" means the response times and service levels.

4 "Support Hours" means 24 hours per day, 7 days per week, excluding holidays.

2. MAINTENANCE SERVICES

1 ****Scope of Services.**** Provider shall provide the following Maintenance Services:

- (a) Bug fixes and error corrections;
- (b) Software updates and new versions;
- (c) Technical support via phone, email, and remote access;
- (d) Performance optimization and system monitoring;
- (e) Security patches and vulnerability remediation;
- (f) Emergency support for critical system failures.

2 ****Service Levels.**** Provider shall perform the Maintenance Services

3 ****Exclusions.**** Maintenance Services do not include:

- (a) Hardware maintenance or repair;
- (b) Custom software development;
- (c) Training beyond initial implementation;
- (d) Support for third-party software or systems;

(e) Services necessitated by Customer's misuse of the software.

3. CUSTOMER OBLIGATIONS

1 ****Access and Cooperation.**** Customer shall:

- (a) Provide Provider with remote access to Customer's systems as needed;
- (b) Maintain internet connectivity meeting minimum specifications;
- (c) Designate qualified technical contacts;
- (d) Promptly report all errors or malfunctions;
- (e) Implement recommended updates within agreed timeframes.

4. FEES AND PAYMENT

1 ****Maintenance Fees.**** Customer shall pay annual maintenance fees

2 ****Payment Terms.**** Invoices are due within 30 days of receipt. Late

3 ****Fee Adjustments.**** Provider may increase fees annually upon 60

5. TERM AND TERMINATION

1 ****Term.**** This Agreement commences on the Effective Date and co

2 ****Termination for Convenience.**** Either party may terminate this Ag

3 ****Termination for Cause.**** Either party may terminate immediately u

6. INTELLECTUAL PROPERTY

1 ****Ownership.**** Provider retains all rights, title, and interest in the Bl

2 ****License.**** Provider grants Customer a non-exclusive license to use

7. CONFIDENTIALITY

1 ****Confidential Information.**** Each party shall protect the other's confidential

2 ****Survival.**** Confidentiality obligations survive termination for 5 years

8. WARRANTIES AND LIMITATIONS

1 ****Limited Warranty.**** Provider warrants Maintenance Services will be

2 ****Disclaimer.**** EXCEPT AS EXPRESSLY WARRANTED, SERVICES ARE PROVIDED

3 ****Limitation of Liability.**** NEITHER PARTY'S LIABILITY SHALL EXCEED

9. GENERAL PROVISIONS

1 ****Assignment.**** Neither party may assign without prior written cons

2 ****Force Majeure.**** Neither party is liable for delays due to circumsta

3 ****Governing Law.**** This Agreement is governed by Delaware law.

4 ****Entire Agreement.**** This Agreement constitutes the complete und

5 ****Amendments.**** Modifications require written agreement of both pa

IN WITNESS WHEREOF, the parties have executed this Agreement a

Date.

POLAR DYNAMICS ROBOTICS, INC.

By: - 7 -

Name: Victoria Wells

Title: Chief Financial Officer

Date:

ARCTIC AUTOMATION SOLUTIONS, LLC

By:

Name:

Title:

Date:

EXHIBIT A

SERVICE LEVEL REQUIREMENTS

[Detailed service level metrics and response times would be listed here]

