

# MASTER SERVICE AGREEMENT

## MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (the "Agreement") is made effective as of the date hereof ("Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at [ADDRESS] ("Provider")

and

ARCTIC COLD STORAGE SOLUTIONS, LLC, a [STATE] limited liability company with its principal place of business at [ADDRESS] ("Customer")

## **1. DEFINITIONS**

1 "AMR Units" means Provider's autonomous mobile robots, including

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

3 "Services" means the deployment, maintenance, and support of AM

4 "Service Level Requirements" means the performance standards ar

5 "Specifications" means the technical and operational requirements f

## **2. SCOPE OF SERVICES**

1 Provider shall supply, deploy, and maintain AMR Units at Customer

2 Provider shall provide:

- (a) Initial facility assessment and deployment planning
- (b) AMR Unit installation and configuration
- (c) Integration with Customer's warehouse management system
- (d) Ongoing maintenance and technical support
- (e) Software updates and performance optimization
- (f) Operator training and documentation

3 Customer shall:

- (a) Provide facility access and necessary infrastructure
- (b) Maintain appropriate environmental conditions
- (c) Ensure proper power supply and network connectivity
- (d) Designate authorized personnel for system operation
- (e) Comply with Provider's safety guidelines and protocols

### **3. PRICING AND PAYMENT**

1 Customer shall pay Provider according to the fee schedule in Exhibit

(a) Initial deployment fees

(b) Monthly subscription fees per AMR Unit

(c) Maintenance and support fees

(d) Additional services as requested

2 Invoices shall be issued monthly and paid within thirty (30) days of r

3 Late payments shall accrue interest at 1.5% per month or the maxim

### **4. TERM AND TERMINATION**

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

2 ~~Renewal~~: Agreement shall automatically renew for successive twelve

3 Termination for Cause: Either party may terminate for material breach

## **5. WARRANTIES AND REPRESENTATIONS**

1 Provider warrants that:

- (a) AMR Units will perform according to Specifications
- (b) Services will be performed in a professional manner
- (c) Provider has necessary rights and licenses
- (d) AMR Units comply with applicable safety standards

2 Customer warrants that:

- (a) Facilities meet specified environmental requirements
- (b) Customer has necessary permits and authorizations

(c) Customer data is accurate and legally obtained

## **6. INTELLECTUAL PROPERTY**

1 Provider retains all rights to:

- (a) AMR Units and BlueCore(TM) technology
- (b) Software and control systems
- (c) Improvements and modifications
- (d) Related documentation and materials

2 Customer receives limited license to use AMR Units and associated

## **7. LIMITATION OF LIABILITY**

1 Neither party shall be liable for indirect, consequential, or punitive d

2 Provider's total liability shall not exceed fees paid in preceding twelve

3 Exclusions for gross negligence, willful misconduct, or IP infringement

## **8. CONFIDENTIALITY**

1 Each party shall protect Confidential Information using reasonable c

2 Confidentiality obligations survive termination for three (3) years.

3 Exceptions for required legal disclosure with prior notice when perm

## **9. INSURANCE**

1 Provider shall maintain:

(a) Commercial General Liability: \$5,000,000 per occurrence

(b) Professional Liability: \$2,000,000 per claim

(c) Workers' Compensation: Statutory limits

(d) Cyber Liability: \$3,000,000 per incident

## **10. MISCELLANEOUS**

1 Force Majeure: Neither party liable for events beyond reasonable control

2 Assignment: No assignment without prior written consent.

3 Governing Law: Delaware law governs without regard to conflicts of law

4 Dispute Resolution: Binding arbitration in Wilmington, Delaware.

5 Entire Agreement: Supersedes all prior agreements and understandings



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

POLAR DYNAMICS ROBOTICS, INC.

**By:** \_

Name: Elena Frost, Ph.D.

Title: Chief Executive Officer

**Date:** \_

ARCTIC COLD STORAGE SOLUTIONS, LLC

**By:** \_

**Name:** \_

**Title:** \_

**Date:** \_9 -

[Exhibits A, B, and C to be attached]

