# **TECHNICAL SUPPORT SERVICES AGREEMENT**

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### 24/7 COVERAGE AND SUPPORT CONTRACT

THIS TECHNICAL SUPPORT SERVICES AGREEMENT (the "Agree of February 1, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with it of business at 2850 Arctic Way, Cambridge, MA 02142 ("Provider")

AND

The entities who have executed a Service Order referencing this Agree ("Customer")

#### **RECITALS**

WHEREAS, Provider develops and maintains autonomous mobile rob extreme-condition environments, including the BlueCore(TM) technological

WHEREAS, Provider wishes to provide technical support services for and Customer wishes to receive such services;

NOW, THEREFORE, the parties agree as follows:

#### 1. DEFINITIONS

1 "Critical Issue" means any malfunction that causes complete system

| 2 "Pachanca"  | Timo" moone   | the period betwe   | oon initial notifies | stion and I |
|---------------|---------------|--------------------|----------------------|-------------|
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3 "Resolution Time" means the period between initial notification and

4 "Support Hours" means 24 hours per day, 7 days per week, 365 days

5 "System" means Provider's autonomous mobile robots and associa

### 2. SCOPE OF SERVICES

1 \*\*Technical Support Coverage\*\*

Provider shall provide continuous technical support services for the S including:

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Remote diagnostics and troubleshooting

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| Emergency response for Critical Issues                           |
|--|
| -  |
| System performance monitoring                                    |
| -  |
| Software updates and patches                                     |
| -  |
| Navigation system calibration                                    |
| -  |
| Temperature control system support                               |
| 0 **Comica   ovale**   |
| 2 **Service Levels**   |
| Provider shall meet the following service levels:                |
| -  |
| Critical Issues: 15-minute Response Time, 4-hour Resolution Time |
| -  |
|  |
|  |

High Priority: 30-minute Response Time, 8-hour Resolution Time

Medium Priority: 2-hour Response Time, 24-hour Resolution Time

Low Priority: 4-hour Response Time, 72-hour Resolution Time

### 3. PROVIDER RESPONSIBILITIES

1 \*\*Support Staff\*\*

Provider shall maintain qualified technical support staff with expertise

Cold-environment robotics systems

BlueCore(TM) technology platform

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| Autonomous navigation systems                           |
|---|
| -   |
| Industrial automation protocols                         |
| -   |
| Safety systems and compliance                           |
| 0.**O   |
| 2 **Support Channels**                                  |
| Provider shall maintain the following support channels: |
| -   |
| 24/7 emergency hotline                                  |
| -   |
| Secure web portal                                       |
| -   |
| Email support system                                    |
| -   |
|   |

| Remote <sub>6</sub> access capabilities |
|---|
| Video conferencing support              |
| 4. CUSTOMER RESPONSIBILITIES            |
| 1 Customer shall:                       |
| - Provide accurate system information   |
| -                                       |
| Maintain authorized contacts list       |
| -<br>-                                  |
| Allow remote access when necessary      |
| Implement recommended updates           |
|   |
|   |

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Maintain environmental conditions within specifications

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Report issues promptly and accurately

# **5. FEES AND PAYMENT**

1 \*\*Base Support Fee\*\*

Annual base fee of \$75,000 per facility, payable quarterly in advance.

2 \*\*Additional Charges\*\*

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On-site support: \$2,500 per day plus expenses

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Custom development: \$250 per hour

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Emergency response fee: \$5,000 per incident

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Training sessions: \$1,500 per session

# **6. TERM AND TERMINATION**

1 \*\*Initial Term\*\*

One (1) year from the Effective Date.

2 \*\*Renewal\*\*

Automatic renewal for successive one-year terms unless terminated.

3 \*\*Termination\*\*

Either party may terminate:

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With 90 days' written notice

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Immediately for material breach

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Upon bankruptcy or insolvency

### 7. CONFIDENTIALITY

- 1 Each party shall protect confidential information using reasonable can
- 2 Confidentiality obligations survive termination for 5 years.

### 8. WARRANTY AND LIMITATION OF LIABILITY

1 \*\*Limited Warranty\*\*

Provider warrants services will be performed in a professional manne

2 \*\*Disclaimer\*\*

EXCEPT AS EXPRESSLY STATED, ALL WARRANTIES ARE DISCI

3 \*\*Limitation of Liability\*\*

LIABILITY LIMITED TO FEES PAID IN PRECEDING 12 MONTHS.

### 9. GENERAL PROVISIONS

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 principles.

4 \*\*Dispute Resolution\*\*

Mandatory mediation before litigation.

5 \*\*Entire Agreement\*\*

Contains entire agreement between parties.

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

POLAR DYNAMICS ROBOTICS, INC.

| <b>By:</b> <sub>- 12</sub> -   |
|--------------------------------|
| Name: Victoria Wells           |
| Title: Chief Financial Officer |
| Date:                          |
| CUSTOMER                       |
| Ву:                            |
| Name:                          |
| Title:                         |
| Date:                          |
|                                |