

# MAINTENANCE SERVICE SCHEDULE

## MAINTENANCE SERVICE SCHEDULE

**Agreement No.: MSS-2024-0113**

**Effective Date: January 15, 2024**

THIS MAINTENANCE SERVICE SCHEDULE (the "Schedule") is entered into this 15th day of January, 2024, between Frost Solutions Inc., a Delaware corporation with its principal business at 2800 Arctic Boulevard, Suite 400, Minneapolis, MN 55401 ("Frost Solutions"), and Polar Dynamics Robotics, Inc., a Delaware corporation ("Customer").

### 1. DEFINITIONS

1 "BlueGore(TM) Systems" means Customer's proprietary cold-environment

2 "Covered Equipment" means the autonomous mobile robots and associated

3 "Maintenance Services" means the preventive and corrective maintenance

4 "Response Time" means the period between Service Provider's receipt of

## 2. MAINTENANCE SERVICES

1 **\*\*Preventive Maintenance\*\***

-

Quarterly inspection of all Covered Equipment

-

Calibration of temperature sensors and navigation systems

-

Lubrication of moving components with cold-rated materials

-

Battery system diagnostics and optimization

-

Firmware updates and security patches

-

Performance optimization for sub-zero operations

## 2 **\*\*Corrective Maintenance\*\***

-

Emergency repair services for system failures

-

Replacement of defective components

-

Restoration of BlueCore(TM) functionality

- - 3 -

Resolution of navigation system errors

-

Power system troubleshooting

-

Environmental seal integrity maintenance

### **3. SERVICE LEVELS**

1 **\*\*Response Times\*\***

-

Critical Issues: 2 hours

-

Major Issues: 4 hours

-

Minor Issues: 24 hours

## 2 \*\*Service Availability\*\*

-

24/7/365 emergency support

-

Standard maintenance: Monday-Friday, 8:00 AM - 6:00 PM EST

-

Scheduled maintenance windows: 10:00 PM - 4:00 AM EST

## 4. CUSTOMER RESPONSIBILITIES

1 Customer shall:

(a) Maintain environmental conditions within specified parameters

(b) Provide access to facilities and equipment

- (c) Designate authorized personnel for service requests
- (d) Maintain accurate maintenance records
- (e) Report issues promptly through designated channels

## **5. FEES AND PAYMENT**

1 **\*\*Base Service Fee\*\***: \$12,500 per month per facility

2 **\*\*Additional Charges\*\***:

-

Emergency after-hours service: \$450/hour

-

Replacement parts: Cost plus 15%

-

Travel expenses: At cost

- 6 -

Custom programming: \$225/hour

3 Payment terms: Net 30 days from invoice date

## **6. WARRANTY AND LIMITATIONS**

1 Service Provider warrants that services will be performed in a professional and workmanlike manner.

2 THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

## **7. TERM AND TERMINATION**

1 Initial Term: 24 months from Effective Date

2 Renewal: Automatic 12-month renewals unless terminated with 90 days written notice.

3 Termination for Cause: Immediate upon material breach

## **8. CONFIDENTIALITY**

1 Service Provider shall protect Customer's confidential information, in

## **9. INSURANCE**

1 Service Provider shall maintain:

-

Commercial General Liability: \$5,000,000

-

Workers' Compensation: Statutory limits

-

Professional Liability: \$2,000,000



- 8 -

Cyber Liability: \$3,000,000

## **10. GOVERNING LAW**

1 This Schedule shall be governed by Delaware law.

## **EXECUTION**

IN WITNESS WHEREOF, the parties have executed this Schedule as  
Date.

FROST SOLUTIONS INC.

**By:**

Name: Robert Winters

Title: Vice President, Service Operations

**Date:**

POLAR DYNAMICS ROBOTICS, INC.

**By:**

Name: Dr. Elena Frost

Title: Chief Executive Officer

**Date:**

## **EXHIBIT A**

[Detailed equipment list and specifications intentionally omitted]

