

# **MASTER SERVICE AGREEMENT**

THIS MASTER SERVICE AGREEMENT (the "Agreement") is made and entered into as of February 15, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 2100 Frost Innovation Drive, Cambridge, MA 02142 ("Provider")

and

ARCTIC COLD STORAGE SOLUTIONS LTD., a Nevada corporation with its principal place of business at 875 Glacier Way, Reno, NV 89501 ("Customer")

## **1. DEFINITIONS**

1 "Autonomous Mobile Robot Units" or "AMR Units" means Provider's temperature-hardened autonomous mobile robots incorporating the IceNav(TM) navigation system.

2 "Confidential Information" means all non-public information disclosed by either party to the other party, including but not limited to technical specifications, customer data, pricing, and proprietary software.

3 "Services" means the deployment, operation, maintenance, and support of AMR Units in Customer's cold storage facilities.

4 "Service Level Agreement" or "SLA" means the performance standards and metrics attached as Exhibit A.

5 "Specifications" means the technical and operational requirements for the AMR Units as detailed in Exhibit B.

## **2. SERVICES AND SCOPE**

1 Provider shall furnish the Services to Customer in accordance with the terms and conditions of this Agreement.

2 Provider shall:

- (a) Deploy AMR Units meeting the Specifications
- (b) Provide ongoing maintenance and technical support

- (c) Ensure AMR Units maintain minimum 98% uptime in sub-zero environments
- (d) Provide 24/7 emergency support services
- (e) Conduct quarterly performance reviews and optimization

3 Customer shall:

- (a) Provide facility access and necessary infrastructure
- (b) Maintain appropriate environmental conditions
- (c) Allow Provider's technical personnel reasonable access
- (d) Designate primary points of contact
- (e) Provide feedback and operational data as reasonably requested

### **3. FEES AND PAYMENT**

- 1 Customer shall pay Provider the fees set forth in Exhibit C.
- 2 Base deployment fees shall be paid net 30 days from invoice date.
- 3 Monthly service fees shall be invoiced in advance on the first of each month.
- 4 Late payments shall accrue interest at 1.5% per month.
- 5 All fees are exclusive of applicable taxes.

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

- 1 Initial Term. This Agreement shall commence on the Effective Date and continue for thirty-six (36) months.
- 2 Renewal. Agreement shall automatically renew for successive twelve (12) month terms unless either party provides written notice of non-renewal at least ninety (90) days prior to expiration.
- 3 Termination for Cause. Either party may terminate this Agreement upon thirty (30) days written notice for material breach if such breach remains uncured.
- 4 Effect of Termination. Upon termination:
  - (a) Provider shall remove all AMR Units
  - (b) Customer shall pay all outstanding fees
  - (c) Each party shall return Confidential Information

(d) Sections 5, 6, 7, and 8 shall survive

## **5. INTELLECTUAL PROPERTY**

1 Provider retains all right, title and interest in the AMR Units, IceNav(TM) system, and all related intellectual property.

2 Customer receives a limited, non-exclusive license to use the AMR Units solely within its facilities during the Term.

3 Customer shall not reverse engineer, modify, or create derivative works of the AMR Units or Provider's technology.

## **6. CONFIDENTIALITY**

1 Each party shall protect Confidential Information with the same degree of care as its own confidential information, but no less than reasonable care.

2 Confidential Information shall be used solely for purposes of performing under this Agreement.

3 These obligations shall survive for five (5) years after termination.

## **7. WARRANTIES AND LIMITATIONS**

1 Provider warrants that:

- (a) Services will be performed in a professional manner
- (b) AMR Units will substantially conform to Specifications
- (c) Provider has right to provide Services

2 EXCEPT AS EXPRESSLY STATED HEREIN, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED.

3 LIABILITY CAP. PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED FEES PAID IN PRIOR 12 MONTHS.

## **8. INDEMNIFICATION**

1 Provider shall indemnify Customer against third-party claims arising from:

- (a) Provider's gross negligence or willful misconduct

- (b) Provider's breach of this Agreement
- (c) Infringement of intellectual property rights

2 Customer shall indemnify Provider against claims arising from:

- (a) Customer's use of Services outside scope
- (b) Customer's breach of this Agreement
- (c) Customer's violation of laws

## **9. GENERAL PROVISIONS**

1 Independent Contractors. Parties are independent contractors.

2 Assignment. Neither party may assign without prior written consent.

3 Force Majeure. Neither party liable for events beyond reasonable control.

4 Governing Law. Delaware law governs without regard to conflicts principles.

5 Entire Agreement. This Agreement constitutes entire understanding between parties.

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

POLAR DYNAMICS ROBOTICS, INC.

**By:**

Name: Elena Frost, Ph.D.

Title: Chief Executive Officer

**Date:**

ARCTIC COLD STORAGE SOLUTIONS LTD.

**By:**

**Name:**

**Title:**

**Date:**