

## WARRANTY EXTENSION AGREEMENT

### WARRANTY EXTENSION AGREEMENT

THIS WARRANTY EXTENSION AGREEMENT (the "Agreement") is made this 15th day of February, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 2850 Arctic Circle Drive, Cambridge, MA 02142 ("PDR" or "Company")

and

GLACIER ROBOTICS LLC, a Minnesota corporation with its principal place of business at 2850 Arctic Circle Drive, Cambridge, MA 02142 ("GR" or "Company")

business at 4501 Frozen Lake Road, Minneapolis, MN 55403 ("Customer")

## **RECITALS**

WHEREAS, PDR has sold to Customer certain BlueCore(TM)-enabled robots (the "Equipment") pursuant to that certain Purchase Agreement dated August 15, 2023 (the "Original Agreement");

WHEREAS, the standard warranty period for the Equipment under the Original Agreement is twelve (12) months from the date of installation;

WHEREAS, Customer desires to extend the warranty coverage for the Equipment and PDR is willing to provide such extended warranty coverage under the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein,

other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## 1. DEFINITIONS

1 "Extended Warranty Period" means the period commencing on the

2 "Covered Equipment" means the following Equipment purchased under

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Six (6) PDR-AMR-3000 Series autonomous mobile robots

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Four (4) PDR-AMR-4500 Series heavy-duty cold storage robots

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Associated BlueCore(TM) navigation systems and components

3 "Warranty Services" means the repair or replacement services provided

## **2. EXTENDED WARRANTY COVERAGE**

1 Extended Coverage. PDR shall provide warranty coverage for the C

2 Scope of Coverage. The extended warranty covers:

- (a) All mechanical and electrical components of the Covered Equipment
- (b) BlueCore(TM) navigation system software updates and patches
- (c) Temperature management systems and cold-resistant components
- (d) Labor costs for PDR-authorized technicians
- (e) Replacement parts certified for sub-zero operations

3 Response Times. PDR shall respond to warranty claims within:

- (a) Four (4) hours for critical failures affecting operations
- (b) Twenty-four (24) hours for non-critical issues

(c) ~~Forty~~-eight (48) hours for scheduled maintenance or upgrades

### **3. EXCLUSIONS AND LIMITATIONS**

1 The extended warranty does not cover:

- (a) Damage resulting from unauthorized modifications
- (b) Wear and tear from operation outside specified temperature range
- (c) Damage caused by improper maintenance or unauthorized repairs
- (d) Cosmetic defects not affecting functionality
- (e) Third-party software or integration issues

2 Usage Limitations. Coverage is contingent upon:

- (a) Operation within -40 C to +10 C temperature range
- (b) Maximum 20 operating hours per day per unit

(c) Compliance with PDR's maintenance schedules

(d) Use of PDR-approved replacement parts

#### **4. CUSTOMER OBLIGATIONS**

1 The Customer shall:

(a) Maintain detailed operating logs

(b) Allow PDR remote diagnostic access

(c) Provide trained operators for the Equipment

(d) Report warranty claims through PDR's service portal

(e) Facilitate access for warranty service

#### **5. FEES AND PAYMENT**

1 Extended Warranty Fee. Customer shall pay \$175,000 for the Extended

2 Payment Terms. The fee shall be paid in:

(a) Initial payment of \$87,500 due upon execution

(b) Balance of \$87,500 due within 30 days of execution

## **6. TERM AND TERMINATION**

1 Term. This Agreement commences on the Effective Date and continues

2 Termination. Either party may terminate for material breach upon 30

## **7. LIMITATION OF LIABILITY**

1 PDR's maximum liability under this Agreement shall not exceed the

2 Neither party shall be liable for indirect, special, or consequential damages.

## 8. GENERAL PROVISIONS

1 Assignment. Neither party may assign this Agreement without prior written consent of the other party.

2 Governing Law. This Agreement shall be governed by Delaware law.

3 Entire Agreement. This Agreement constitutes the entire understanding between the parties.

4 Amendments. Modifications require written agreement of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.  
Date.

POLAR DYNAMICS ROBOTICS, INC.



**By:** - 8 -

Name: Victoria Wells

Title: Chief Financial Officer

**Date:**

GLACIER ROBOTICS LLC

**By:**

**Name:**

**Title:**

**Date:**

