

# DEPLOYMENT CONTRACT

THIS DEPLOYMENT CONTRACT (the "Agreement") is made effective as of [DATE] ("Effective Date"), by and between:

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

and

[CUSTOMER NAME], a [STATE] corporation with its principal place of business at [ADDRESS] ("Customer")

## RECITALS

WHEREAS, Company has developed proprietary autonomous mobile robots ("PolarBots") specifically designed for cold environment operations;

WHEREAS, Customer desires to deploy PolarBots within its temperature-controlled facilities; and

WHEREAS, Company agrees to provide such deployment services subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

## 1. DEFINITIONS

1 "Deployment Services" means the installation, configuration, and implementation of PolarBots at Customer's designated facilities.

2 "IceNav System" means Company's proprietary navigation and control software platform.

3 "Deployment Site" means Customer's designated facility where PolarBots will be deployed.

4 "Acceptance Criteria" means the performance standards set forth in Exhibit A.

## 2. SCOPE OF SERVICES

1 Company shall:

- (a) Conduct pre-deployment site assessment
- (b) Install and configure PolarBots
- (c) Implement IceNav System
- (d) Provide initial operator training
- (e) Conduct acceptance testing

2 Customer shall:

- (a) Provide facility access and necessary infrastructure
- (b) Designate project coordinator
- (c) Ensure facility meets specifications in Exhibit B
- (d) Participate in acceptance testing

### **3. DEPLOYMENT TIMELINE**

1 The deployment shall proceed according to the following phases:

Phase 1: Site Assessment (2 weeks)

Phase 2: Infrastructure Preparation (3 weeks)

Phase 3: Robot Installation (2 weeks)

Phase 4: Testing & Training (3 weeks)

2 Timeline modifications require written agreement of both parties.

### **4. ACCEPTANCE TESTING**

1 Company shall conduct acceptance testing per Exhibit A criteria.

2 Customer shall have 5 business days to accept or reject results.

3 Any rejection must specify deficiencies in writing.

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

1 Deployment Fee: \$[AMOUNT] payable as follows:

- 40% upon contract execution
- 30% upon completion of Phase 2
- 30% upon acceptance

2 Travel and accommodation expenses billed at cost plus 10%.

## **6. WARRANTIES**

1 Company warrants that:

- (a) Deployment Services will be performed professionally
- (b) PolarBots will meet specifications in Exhibit C
- (c) IceNav System will function in temperatures to -40 F

2 Warranty period: 90 days post-acceptance

## **7. INTELLECTUAL PROPERTY**

1 Company retains all rights to:

- (a) PolarBot technology
- (b) IceNav System
- (c) Deployment methodologies

2 Customer receives limited license per License Agreement dated [DATE].

## **8. CONFIDENTIALITY**

1 Each party shall protect Confidential Information per NDA dated [DATE].

2 Deployment specifications deemed Confidential Information.

## **9. LIMITATION OF LIABILITY**

1 Neither party liable for indirect/consequential damages.

2 Company's total liability limited to deployment fees paid.

## **10. TERM AND TERMINATION**

1 Term: Effective Date until acceptance or termination.

2 Termination rights:

- (a) Material breach with 30-day cure
- (b) Force majeure exceeding 60 days

(c) Bankruptcy/insolvency

## **11. FORCE MAJEURE**

1 Neither party liable for delays due to circumstances beyond reasonable control.

## **12. INSURANCE**

1 Company shall maintain:

(a) Commercial General Liability: \$5M

(b) Professional Liability: \$2M

(c) Workers' Compensation: Statutory

## **13. GOVERNING LAW**

1 Delaware law governs without regard to conflicts principles.

## **14. DISPUTE RESOLUTION**

1 Mandatory mediation before litigation.

2 Exclusive jurisdiction: Delaware courts.

## **15. MISCELLANEOUS**

1 Assignment requires prior written consent.

2 Amendments must be written and signed.

3 Notices per Section 15.4.

4 Notice addresses:

Company: [ADDRESS]

Customer: [ADDRESS]

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

POLAR DYNAMICS ROBOTICS, INC.

**By:** \_

Name: Elena Frost

Title: Chief Executive Officer

**Date:** \_

[CUSTOMER NAME]

**By:** \_

**Name:** \_

**Title:** \_

**Date:** \_

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