

MAINTENANCE SERVICE LEVEL AGREEMENT

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THIS MAINTENANCE SERVICE LEVEL AGREEMENT (the "Agreement") is made this 1st day of February, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 2100 Arctic Way, Suite 400, Boston, Massachusetts 02128 (the "Client")

and

GLACIER LOGISTICS, LLC, a Nevada limited liability company with its principal place of business at 10000 W. Sahara Avenue, Suite 100, Las Vegas, Nevada 89135 (the "Service Provider")

place of business at 4500 Coldstream Drive, Reno, Nevada 89502 ("C

1. DEFINITIONS

1. "BlueCore(TM) Systems" means Service Provider's proprietary color
2. "Maintenance Services" means the scheduled and emergency main
3. "Response Time" means the period between Service Provider's rec
4. "Service Hours" means 24 hours per day, 7 days per week, excludi
5. "System Availability" means the percentage of time the BlueCore(T

2. MAINTENANCE SERVICES

1. Scheduled Maintenance

Service Provider shall perform the following scheduled maintenance s

- (a) Monthly preventive maintenance inspections
- (b) Quarterly system optimization and calibration
- (c) Semi-annual hardware component replacement
- (d) Annual comprehensive system overhaul
- (e) Software updates and security patches as released

2. Emergency Maintenance

Service Provider shall provide emergency maintenance services for:

- (a) Critical system failures
- (b) Navigation system malfunctions
- (c) Temperature control system issues

(d) Safety system failures

(e) Communication system outages

3. SERVICE LEVELS

1. System Availability

Service Provider guarantees a minimum System Availability of 99.5% monthly basis.

2. Response Times

Service Provider shall meet the following Response Times:

(a) Critical Issues: 30 minutes

(b) High Priority Issues: 2 hours

(c) Medium Priority Issues: 4 hours

(d) Low~~4~~Priority Issues: 24 hours

3. Resolution Times

Service Provider shall resolve issues within:

(a) Critical Issues: 4 hours

(b) High Priority Issues: 8 hours

(c) Medium Priority Issues: 24 hours

(d) Low Priority Issues: 72 hours

4. SERVICE CREDITS

1. System Availability Credits

If System Availability falls below 99.5%, Customer shall receive service credits as follows:

(a) 98.0% - 99.4%: 10% of monthly fee

(b) 96.0% - 97.9%: 20% of monthly fee

(c) Below 96.0%: 30% of monthly fee

2. Response Time Credits

Failure to meet Response Times shall result in:

(a) \$500 credit per Critical Issue

(b) \$250 credit per High Priority Issue

(c) \$100 credit per Medium Priority Issue

5. CUSTOMER RESPONSIBILITIES

1. Access and Support

Customer shall:

- (a) Provide necessary access to facilities
- (b) Maintain appropriate environmental conditions
- (c) Report issues promptly through designated channels
- (d) Maintain trained personnel for basic system operation
- (e) Follow prescribed operating procedures

6. FEES AND PAYMENT

1. Maintenance Fees

Customer shall pay annual maintenance fees of \$240,000, payable in installments of \$20,000.

2. Emergency Service Fees

Emergency services outside scheduled maintenance shall be billed at

(a) Standard Hours: \$250/hour

(b) After Hours: \$375/hour

(c) Holidays: \$500/hour

7. TERM AND TERMINATION

1. Term

Initial term of three (3) years from the Effective Date, with automatic o
renewals unless terminated.

2. Termination

Either party may terminate with 90 days' written notice.

8. LIMITATION OF LIABILITY

1. Maximum Liability

Service Provider's maximum liability shall not exceed the total fees paid by Customer in the preceding 12 months.

2. Exclusions

Service Provider is not liable for:

- (a) Force majeure events
- (b) Customer negligence
- (c) Unauthorized modifications
- (d) Environmental conditions outside specifications

9. CONFIDENTIALITY

1. Both parties shall maintain confidentiality of proprietary information

10. GOVERNING LAW

1. This Agreement shall be governed by Delaware law.

11. ENTIRE AGREEMENT

1. This Agreement constitutes the entire understanding between the parties.

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

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Victoria Wells

Title: Chief Financial Officer

Date:

GLACIER LOGISTICS, LLC

By:

Name:

Title:

Date:

