# **SERVICE LEVEL AGREEMENT**

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THIS SERVICE LEVEL AGREEMENT (the "Agreement") is made and January 15, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with it of business at 2100 Arctic Way, Suite 400, Boston, Massachusetts 02 ("Provider")

and

POLAR EXPRESS LOGISTICS, LLC, a Nevada corporation with its p

business at 850 Frozen Lane, Reno, Nevada 89501 ("Customer")

## 1. DEFINITIONS

- 1 "AMR Services" means the deployment, operation, and maintenance
- 2 "BlueCore(TM) System" means Provider's proprietary cold-environn
- 3 "Service Hours" means 24 hours per day, 7 days per week, excludir
- 4 "Service Level" means the standards of performance set forth in Se
- 5 "Critical Failure" means any malfunction that renders an AMR unit n

### 2. SERVICES OVERVIEW

1 Provider shall deploy and maintain fifteen (15) BlueCore(TM)-enable
2 Provider shall provide ongoing monitoring, maintenance, and techni
3 Provider shall ensure AMR units maintain operational capability in to
3. SERVICE LEVELS
1 System Availability
- Minimum 99.5% uptime during Service Hours
- Maximum of 4 hours of unscheduled downtime per month
Scheduled maintenance limited to 2:00 AM - 4:00 AM local time on St

2 Performance Metrics
-
Navigation accuracy within 2cm at operating speeds
-
Maximum response time of 3 seconds for obstacle detection
-
Battery life minimum of 12 hours under full load
-
Charging time not to exceed 45 minutes per unit
0.0
3 Support Response Times
-
Critical Issues: 15-minute response, 2-hour resolution
-
High Priority: 1-hour response, 4-hour resolution

4 - Standard Issues: 4-hour response, 24-hour resolution
4. MONITORING AND REPORTING
1 Provider shall maintain real-time monitoring of all AMR units through
2 Monthly performance reports shall include:
System availability statistics
- Critical Failure incidents and resolution times
- Performance metric compliance
-

Maintenance activities performed Battery performance analytics 5. MAINTENANCE AND SUPPORT 1 Preventive Maintenance Weekly software updates and diagnostic checks Monthly hardware inspections Quarterly comprehensive system optimization Semi-annual battery replacement program

2 Technical Support
-
24/7 remote monitoring and support
-
On-site technical support within 4 hours for Critical Failures
-
Dedicated support hotline for Customer's operations team
6. SERVICE CREDITS
1 Provider shall issue service credits for failure to meet Service Level
-
Availability below 99.5%: 5% of monthly fee
-

Critical Failure resolution > 2 hours: 2% per incident

-

Multiple Critical Failures in 24 hours: 10% of monthly fee

# 7. FEES AND PAYMENT

1 Base Service Fee: \$12,500 per month per AMR unit

2 Additional charges:

-

Emergency on-site support: \$500 per incident

-

After-hours maintenance: \$250 per hour

-

Custom programming: \$200 per hour

### 8. TERM AND TERMINATION

- 1 Initial Term: 36 months from the Effective Date
- 2 Renewal: Automatic 12-month renewal unless terminated with 90 da
- 3 Termination for Cause: Either party may terminate for material brea

## 9. LIMITATION OF LIABILITY

- 1 Provider's aggregate liability shall not exceed the total fees paid by
- 2 Neither party shall be liable for indirect, consequential, or punitive d

### 10. CONFIDENTIALITY

1 Each party shall protect the other's confidential information with the
11. FORCE MAJEURE
1 Neither party shall be liable for failures or delays resulting from circu
12. GOVERNING LAW
1 This Agreement shall be governed by the laws of the State of Delaw
IN WITNESS WHEREOF, the parties have executed this Agreement and Date.
POLAR DYNAMICS ROBOTICS, INC.
By:

Name: Pr. Elena Frost

Title: Chief Executive Officer

Date:

POLAR EXPRESS LOGISTICS, LLC

By:

Name: Robert Winter

Title: Chief Operations Officer

Date: