

# TRAINING AGREEMENT

THIS TRAINING 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 Arctic Way, Suite 400, Burlington, Massachusetts 02451 ("Provider")

and

ARCTIC CHAIN DISTRIBUTION LLC, a Minnesota corporation with its principal place of business at 8750 Frozen Lake Drive, Minneapolis, Minnesota 55401 ("Client")

## RECITALS

WHEREAS, Provider is engaged in the business of manufacturing and deploying autonomous mobile robots designed for cold storage environments and provides associated training services;

WHEREAS, Client operates temperature-controlled logistics facilities and desires to receive comprehensive training for its personnel regarding the operation, maintenance, and optimization of Provider's IceNav-enabled autonomous mobile robot systems;

WHEREAS, Provider desires to provide such training services to Client under 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 "Confidential Information" means any proprietary or confidential information disclosed by either party in connection with this Agreement.

2 "Training Materials" means all documentation, manuals, guides, presentations, and other materials provided by Provider in connection with the Training Services.

3 "Training Services" means the instruction, guidance, and educational services provided by Provider as detailed in Exhibit A.

## **2. SCOPE OF SERVICES**

1 Provider shall deliver the Training Services described in Exhibit A at Client's designated facilities or Provider's training centers, as mutually agreed upon by the parties.

2 Training Services shall include:

- (a) Basic operator training for Client's designated personnel
- (b) Advanced maintenance and troubleshooting instruction
- (c) IceNav navigation system configuration training
- (d) Safety protocol and emergency response procedures
- (e) Performance optimization techniques
- (f) System integration and workflow management training

## **3. CLIENT RESPONSIBILITIES**

1 Client shall:

- (a) Designate qualified personnel to participate in training
- (b) Provide appropriate facilities for on-site training sessions
- (c) Ensure participants meet prerequisite knowledge requirements
- (d) Complete pre-training preparation as specified by Provider
- (e) Maintain confidentiality of Training Materials

## **4. FEES AND PAYMENT**

1 Client shall pay Provider the fees specified in Exhibit B.

2 Travel and accommodation expenses for Provider's trainers shall be reimbursed by Client at actual cost.

3 Payment terms are net 30 days from invoice date.

## **5. INTELLECTUAL PROPERTY**

1 Provider retains all right, title, and interest in the Training Materials and any intellectual property provided in connection with the Training Services.

2 Client receives a limited, non-exclusive license to use the Training Materials solely for internal

training purposes.

## **6. CONFIDENTIALITY**

1 Each party shall protect Confidential Information with the same degree of care used to protect its own confidential information.

2 Confidentiality obligations shall survive termination of this Agreement for a period of five (5) years.

## **7. WARRANTY AND DISCLAIMER**

1 Provider warrants that Training Services will be performed in a professional manner by qualified instructors.

2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **8. LIMITATION OF LIABILITY**

1 Provider's total liability under this Agreement shall not exceed the amounts paid by Client for Training Services.

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

## **9. TERM AND TERMINATION**

1 This Agreement shall commence on the Effective Date and continue for twelve (12) months.

2 Either party may terminate this Agreement upon thirty (30) days written notice.

## **10. GENERAL PROVISIONS**

1 This Agreement shall be governed by the laws of the State of Delaware.

2 Any disputes shall be resolved in the state or federal courts located in Delaware.

3 This Agreement constitutes the entire agreement between the parties regarding the subject matter herein.

4 No modification shall be effective unless in writing and signed by both parties.

## **11. FORCE MAJEURE**

1 Neither party shall be liable for delays caused by circumstances beyond its reasonable control.

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

POLAR DYNAMICS ROBOTICS, INC.

**By:**

Name: Katherine Wells

Title: Chief Financial Officer

**Date:**

ARCTIC CHAIN DISTRIBUTION LLC

**By:**

**Name:**

**Title:**

**Date:**

## **EXHIBIT A: TRAINING SERVICES DESCRIPTION**

[Detailed training curriculum and schedule specifications]

## **EXHIBIT B: FEE SCHEDULE**

[Detailed pricing and payment terms]