SOFTWARE SUPPORT AGREEMENT - COLD CHAIN ANALYTICS

SOFTWARE SUPPORT AGREEMENT - COLD

THIS SOFTWARE SUPPORT AGREEMENT (the "Agreement") is ma

February 1, 2024 (the "Effective Date"), by and between POLAR DYN

INC., a Delaware corporation with its principal place of business at 21

Way, Suite 400, Boston, Massachusetts 02210 ("Provider"), and the e

identified in the applicable Order Form ("Customer").

1. DEFINITIONS

1 "BlueCore(TM) Analytics Platform" means Provider's proprietary sof

2 "Support Services" means the maintenance, technical support, and

3 "Service Levels" means the response times and resolution metrics s

4 "Critical Issue" means any Software malfunction that causes a comp

5 "Updates" means bug fixes, patches, and minor improvements to th

2. SUPPORT SERVICES

1 **Standard Support**. Provider shall provide the following Support S

(a) 24/7 technical support via phone and email for Critical Issues;

(b) Remote troubleshooting and diagnostic assistance;

(c) Access to Provider's online knowledge base and documentation;

(d) Regular Updates and maintenance releases;

(e) Performance optimization recommendations.

2 **Enhanced Support**. Customers subscribing to Enhanced Suppor

(a) Dedicated technical account manager;

(b) Quarterly system health checks;

(c) Priority issue resolution;

(d) Custom performance reports;

(e) Annual on-site system review.

3. SERVICE LEVELS

1 Provider shall meet the following response times for support reques

-

Critical Issues: 30 minutes

-

High Priority: 2 hours

-

Medium Priority: 4 hours

-

Low Priority: 8 hours

2 Provider shall use commercially reasonable efforts to resolve issues

4. CUSTOMER RESPONSIBILITIES

1 Customer shall:

(a) Maintain supported versions of required operating systems;

(b) Provide accurate and complete information regarding any issues;

(c) Implement reasonable security measures;

(d) Maintain network connectivity for remote support;

(e) Designate qualified technical contacts.

5. FEES AND PAYMENT

1 Customer shall pay the support fees specified in the applicable Orde

2 Support fees are payable annually in advance and are non-refundab

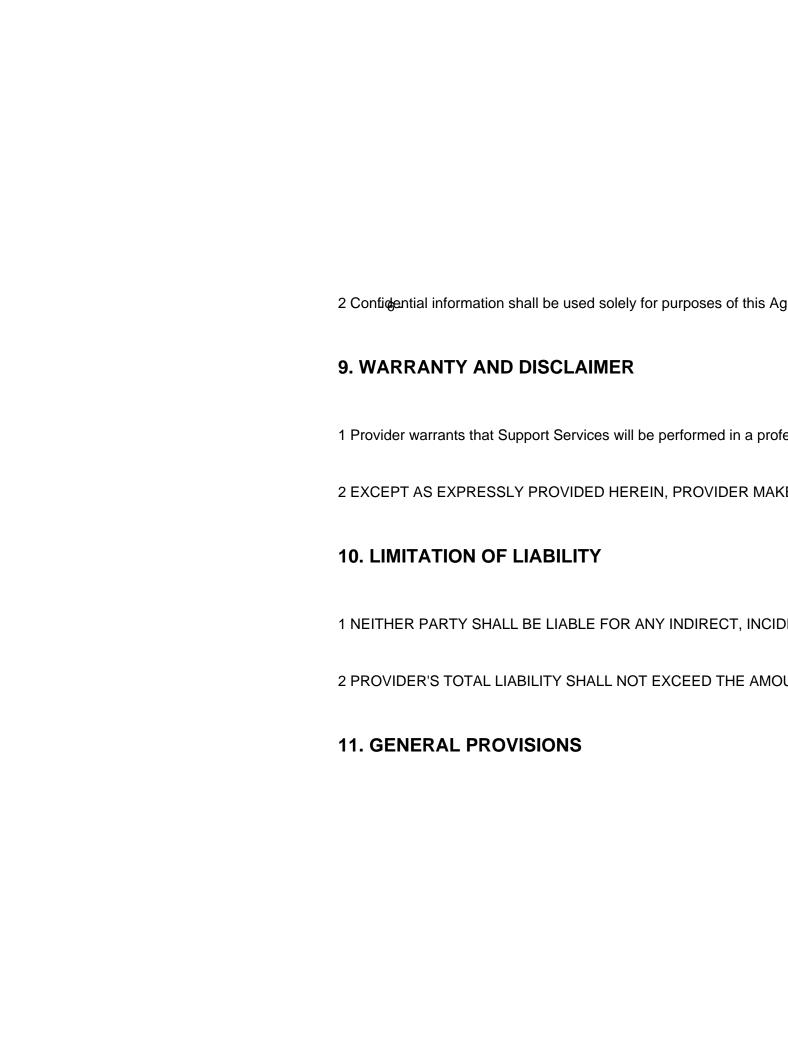3 Provider may increase support fees upon 60 days' written notice.

6. TERM AND TERMINATION

1 This Agreement commences on the Effective Date and continues fo

2 This Agreement automatically renews for successive one-year term

3 Either party may terminate this Agreement upon written notice if the

7. INTELLECTUAL PROPERTY

1 Provider retains all rights, title, and interest in the Software and Sup

2 Customer receives no ownership rights in any Provider intellectual p

8. CONFIDENTIALITY

1 Each party shall protect the other's confidential information with the

2 Confidential information shall be used solely for purposes of this Ag

9. WARRANTY AND DISCLAIMER

1 Provider warrants that Support Services will be performed in a profe

2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKE

10. LIMITATION OF LIABILITY

1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDE

2 PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOU

11. GENERAL PROVISIONS

1 This Agreement shall be governed by Delaware law.

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

3 Neither party may assign this Agreement without the other party's w

4 This Agreement constitutes the entire agreement between the partie

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

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name: Victoria Wells

Title: Chief Financial Officer

Date: _ 8 _

CUSTOMER

By: _

Name: _

Title: _

Date: _

EXHIBIT A - SERVICE LEVEL TARGETS

[Detailed service level metrics and resolution targets would be include