

EMERGENCY SERVICE CONTRACT

THIS EMERGENCY SERVICE CONTRACT (the "Agreement") is made effective as of January 15, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 2850 Arctic Circle Drive, Cambridge, MA 02142 ("Service Provider")

and

POLAR STORAGE SOLUTIONS, LLC, a Minnesota corporation with its principal place of business at 4501 Coldstream Way, Minneapolis, MN 55403 ("Client")

RECITALS

WHEREAS, Service Provider specializes in the manufacture, deployment, and maintenance of autonomous mobile robots designed for cold storage environments;

WHEREAS, Client operates temperature-controlled storage facilities requiring immediate emergency response services for mission-critical autonomous mobile robot systems;

WHEREAS, the parties desire to establish terms and conditions under which Service Provider will provide emergency services to Client;

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

1. DEFINITIONS

1 "Emergency Service" means rapid-response technical support, repair, and maintenance services for Client's autonomous mobile robot systems operating in cold storage environments when such systems experience critical failures or malfunctions.

2 "Equipment" means any IceNav-enabled autonomous mobile robots and associated control systems manufactured by Service Provider and operated by Client.

3 "Response Time" means the period between Service Provider's receipt of an Emergency Service request and the arrival of Service Provider's technical personnel at Client's facility.

2. SCOPE OF SERVICES

1 Service Provider shall provide Emergency Services for Equipment at Client's facilities located within the Territory specified in Exhibit A.

2 Emergency Services shall include:

- (a) 24/7 technical support via dedicated emergency hotline
- (b) On-site diagnostic and repair services
- (c) Emergency replacement of critical components
- (d) System restoration and testing
- (e) Post-incident analysis and reporting

3 Service Provider shall maintain sufficient personnel and replacement parts inventory to meet Response Time requirements.

3. RESPONSE TIME REQUIREMENTS

1 Service Provider shall respond to Emergency Service requests within the following timeframes:

- Priority 1 (Complete System Failure): 2 hours
- Priority 2 (Partial System Failure): 4 hours
- Priority 3 (Performance Degradation): 8 hours

2 Failure to meet Response Time requirements shall result in service credits as detailed in Section 7.

4. CLIENT OBLIGATIONS

1 Client shall:

- (a) Maintain appropriate facility access protocols for emergency response
- (b) Provide accurate system status information when requesting service
- (c) Ensure safe working conditions in cold storage environments
- (d) Designate qualified personnel to assist Service Provider
- (e) Maintain Equipment according to manufacturer specifications

5. FEES AND PAYMENT

1 Emergency Service fees shall be calculated according to the rate schedule in Exhibit B.

2 Client shall pay all undisputed invoices within thirty (30) days of receipt.

3 Emergency Services provided outside normal business hours shall incur premium rates as specified in Exhibit B.

6. TERM AND TERMINATION

1 This Agreement shall commence on the Effective Date and continue for twenty-four (24) months.

2 Either party may terminate this Agreement:

- (a) Upon thirty (30) days written notice
- (b) Immediately for material breach
- (c) Upon the other party's bankruptcy or insolvency

7. SERVICE LEVEL CREDITS

1 Service Provider shall issue service credits for missed Response Times:

- Priority 1: 10% of monthly fee per hour delayed
- Priority 2: 5% of monthly fee per hour delayed
- Priority 3: 2% of monthly fee per hour delayed

2 Maximum service credits shall not exceed 50% of monthly fees.

8. WARRANTY AND LIMITATION OF LIABILITY

1 Service Provider warrants that Emergency Services will be performed in a professional manner consistent with industry standards.

2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED.

3 Service Provider's liability shall not exceed fees paid during the twelve months preceding the claim.

9. CONFIDENTIALITY

1 Each party shall protect the other's confidential information with the same degree of care as its own confidential information.

2 Confidentiality obligations shall survive termination of this Agreement for three (3) years.

10. MISCELLANEOUS

1 This Agreement shall be governed by Delaware law.

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

3 Neither party may assign this Agreement without the other's written consent.

4 This Agreement constitutes the entire agreement between the parties regarding emergency services.

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:

POLAR STORAGE SOLUTIONS, LLC

By:

Name:

Title:

Date:

[Exhibits A and B to be attached]