

MAINTENANCE RESPONSE AGREEMENT - ARCTIC CIRCLE OPERATIONS

MAINTENANCE RESPONSE AGREEMENT - A

THIS MAINTENANCE RESPONSE AGREEMENT (the "Agreement")
February 1, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its
of business at 4200 Glacier Way, Anchorage, AK 99503 ("PDR" or the

AND

The customers who have executed a Service Order Form incorporating
Agreement by reference (each, a "Customer").

1. DEFINITIONS

1 "BlueCore(TM) System" means PDR's proprietary cold-environment

2 "Covered Equipment" means the autonomous mobile robots and rel

3 "Emergency Response" means maintenance services required whe

4 "Response Time" means the period between PDR's receipt of a ser

2. SCOPE OF SERVICES

1 Geographic Coverage. This Agreement applies to maintenance serv

2 Service Levels

(a) Standard Response: 24-hour Response Time for non-critical issue

(b) Emergency Response: 8-hour Response Time for Critical Failures

(c) Remote Support: Available 24/7/365 via PDR's secure support portal

3 Included Services

(a) Emergency repairs and parts replacement

(b) BlueCore(TM) System diagnostics and calibration

(c) Cold-weather performance optimization

(d) Thermal protection system maintenance

(e) Navigation sensor realignment

(f) Battery system winterization

3. CUSTOMER OBLIGATIONS

1 Facility Access. Customer shall provide PDR's personnel with prompt

2 Environmental Controls. Customer shall maintain minimum facility temperature

3 Data Access. Customer shall ensure PDR has remote access to equipment

4. SERVICE LEVEL COMMITMENTS

1 Response Time Guarantee

(a) PDR guarantees Emergency Response Times of 8 hours for facilities accessible by ground transportation

(b) For facilities requiring air transportation, Response Times shall be extended by aviation delays due to weather conditions

2 Uptime Commitment

(a) PDR guarantees 98% uptime for Covered Equipment in temperate climates

(b) 95% uptime guarantee for operations between -30 C and -40 C

(c) No uptime guarantee below -40 C

5. FEES AND PAYMENT

1 Base Service Fee. Customer shall pay annual maintenance fees as

2 Emergency Response Surcharge

(a) Emergency Responses initiated between 1800-0600 local time: Additional 75% of standard rate

(b) Holiday Emergency Response: Additional 75% of standard rate

3 Travel Expenses. Customer shall reimburse PDR for reasonable travel

6. WARRANTY AND LIMITATIONS

1 Service Warranty. PDR warrants that services will be performed in a

2 Limitations

(a) PDR's warranties exclude damage from Customer's failure to maintain facility temperatures

(b) Response Time guarantees are suspended during extreme weather

(c) No warranty coverage for unauthorized modifications to BlueCore

7. TERM AND TERMINATION

1 Term. This Agreement shall commence on the Effective Date and c

2 Termination

(a) Either party may terminate with 90 days' written notice

(b) PDR may terminate immediately upon Customer's breach of paym

(c) Customer may terminate if PDR fails to meet Response Time commitment for three consecutive Emergency Response events

8. CONFIDENTIALITY

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

2 Customer shall not reverse engineer or attempt to access proprietary

9. INDEMNIFICATION

1 PDR shall indemnify Customer against third-party claims arising from

2 Customer shall indemnify PDR against claims arising from Customer

10. GENERAL PROVISIONS

1 Force-Majeure. Neither party shall be liable for delays due to extrem

2 Assignment. This Agreement may not be assigned without prior writ

3 Governing Law. This Agreement shall be governed by the laws of th

4 Entire Agreement. This Agreement constitutes the complete unders

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: _

