

## **ANNUAL MAINTENANCE CONTRACT - FROZEN FOODS DIVISION**

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THIS ANNUAL MAINTENANCE CONTRACT (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 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, Boston, Massachusetts 02128 ("Contractor" or "PDR")

AND

FROZEN FOODS DIVISION customers, as defined herein ("Customer")

## **1. DEFINITIONS**

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

2 "Maintenance Services" means scheduled and emergency mainten

3 "Service Level Agreement" or "SLA" means the performance standa

4 "Frozen Foods Division" means Customer facilities maintaining temp

## **2. SCOPE OF SERVICES**

1 Scheduled Maintenance

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Quarterly inspection of all BlueCore(TM) Systems

- - 2 -

Calibration of navigation sensors and temperature monitoring systems

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Mechanical systems assessment and lubrication

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Battery system diagnostics and optimization

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Software updates and security patches

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Performance optimization and efficiency analysis

## 2 Emergency Services

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24/7 technical support hotline

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On-site emergency response within 4 hours

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Remote diagnostics and troubleshooting

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Emergency parts replacement

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System recovery and restoration

### **3. CONTRACTOR OBLIGATIONS**

1 PDR shall:

(a) Maintain inventory of critical replacement parts

(b) Provide factory-trained technicians certified for sub-zero environments

(c) Document all maintenance activities in digital service logs

- (d) Monitor system performance through remote diagnostics
- (e) Provide monthly performance reports
- (f) Maintain required insurance coverage

#### **4. CUSTOMER OBLIGATIONS**

1 Customer shall:

- (a) Provide access to facilities during scheduled maintenance
- (b) Maintain environmental conditions within specified parameters
- (c) Report issues promptly through designated channels
- (d) Follow prescribed operating procedures
- (e) Maintain cleanliness of robot operating areas
- (f) Designate primary and backup maintenance coordinators

## **5. FEES AND PAYMENT**

- 1 Base Annual Fee: \$48,000 per facility for up to 10 BlueCore(TM) units
- 2 Additional Units: \$4,200 per unit annually
- 3 Emergency Service Fees: Included for first 24 hours, then \$250/hour
- 4 Parts: Included for normal wear; additional charges for damage
- 5 Payment Terms: Quarterly in advance, net 30 days

## **6. TERM AND TERMINATION**

- 1 Initial Term: One (1) year from Effective Date
- 2 Renewal: Automatic annual renewal unless terminated
- 3 Termination for Convenience: 90 days written notice
- 4 Termination for Cause: Immediate upon material breach

## **7. WARRANTY AND LIMITATIONS**

1 PDR warrants that:

- (a) Services will be performed in a professional manner
- (b) Technicians will be properly trained and certified
- (c) Parts will be new or refurbished to like-new condition
- (d) Work will comply with manufacturer specifications

2 LIMITATIONS:

EXCEPT AS EXPRESSLY STATED HEREIN, PDR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **8. INTELLECTUAL PROPERTY**

1 All intellectual property rights in BlueCore(TM) Systems, including in

2 Customer receives no license or rights except as explicitly granted.

## 9. CONFIDENTIALITY

1 Each party shall protect confidential information using reasonable ca

2 Survival: 3 years after termination

3 Exclusions: Public information, independently developed, or legally

## 10. INSURANCE AND INDEMNIFICATION

1 PDR shall maintain:

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Commercial General Liability: \$5,000,000



- - 8 -

Workers' Compensation: Statutory

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Professional Liability: \$2,000,000

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Cyber Liability: \$3,000,000

2 Each party shall indemnify the other against third-party claims arising

## **11. FORCE MAJEURE**

Neither party shall be liable for delays due to circumstances beyond its control, including natural disasters, war, or government actions.

## **12. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by Delaware law. Exclusive jurisdiction shall be given to the Delaware courts.

### **13. ENTIRE AGREEMENT**

This Agreement, including Schedules A and B, constitutes the entire agreement between the parties regarding maintenance services.

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

POLAR DYNAMICS ROBOTICS, INC.

**By:** \_

Name: Victoria Wells

Title: Chief Financial Officer

**Date:** -10 -

CUSTOMER

**By:** \_

**Name:** \_

**Title:** \_

**Date:** \_

