

**TECHNICAL SUPPORT CONTRACT**

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THIS TECHNICAL SUPPORT CONTRACT (the "Agreement") is made this 1st day of February, 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

GLACIER BAY STORAGE, LLC, a Washington corporation with its principal place of business at 1000 1st Avenue, Seattle, WA 98101 ("Client")

business at 15420 Cold Storage Way, Seattle, WA 98134 ("Client")

## 1. DEFINITIONS

1 "BlueCore(TM) Systems" means Service Provider's proprietary cold

2 "Support Services" means technical maintenance, troubleshooting,

3 "Response Time" means the period between Client's submission of

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

## 2. SCOPE OF SERVICES

1 Service Provider shall provide comprehensive technical support for

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15420 Gold Storage Way, Seattle, WA 98134

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8755 Freezer Park Road, Tacoma, WA 98402

2 Support Services shall include:

- (a) 24/7 emergency technical support
- (b) Preventive maintenance according to Schedule A
- (c) Software updates and patches
- (d) Remote diagnostics and troubleshooting
- (e) On-site technical support when required
- (f) Performance optimization services
- (g) Operator training and documentation

### **3. SERVICE LEVEL AGREEMENTS**

1 Service Provider commits to the following response times:

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Critical Issues: 30 minutes

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High Priority: 2 hours

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Medium Priority: 4 hours

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Low Priority: 24 hours

2 System uptime guarantee of 99.5% measured monthly, excluding scheduled maintenance

3 Penalties for SLA violations are detailed in Schedule B.

## **4. CLIENT RESPONSIBILITIES**

1 Client shall:

- (a) Maintain environmental conditions within specified parameters
- (b) Provide network connectivity meeting minimum requirements
- (c) Grant necessary facility access to Service Provider personnel
- (d) Designate primary and backup technical contacts
- (e) Promptly report issues through designated channels

## **5. FEES AND PAYMENT**

1 Base Support Fee: \$12,500 per month per facility

2 Emergency On-Site Support: \$250 per hour plus travel expenses

3 Invoicing shall be monthly in advance, with payment due within 30 d

4 Late payments subject to 1.5% monthly interest charge

## **6. TERM AND TERMINATION**

1 Initial Term: 24 months from Effective Date

2 Automatic Renewal: 12-month periods unless terminated with 90 day

3 Termination for Cause: Immediate upon material breach with 30-day

## **7. INTELLECTUAL PROPERTY**

1 All intellectual property rights in BlueCore(TM) Systems remain with

2 Client receives limited license to use supported systems during Agre

## **8. CONFIDENTIALITY**

1 Each party shall protect confidential information with reasonable care

2 Survival: Confidentiality obligations survive termination by 5 years

## **9. LIABILITY AND INDEMNIFICATION**

1 Service Provider's liability limited to 12 months of fees paid

2 Exclusion of consequential damages

3 Mutual indemnification for third-party claims

## **10. INSURANCE**

1 Service Provider shall maintain:

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Commercial General Liability: \$2,000,000

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Professional Liability: \$5,000,000

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Workers' Compensation: Statutory limits

## **11. FORCE MAJEURE**

1 Neither party liable for delays due to circumstances beyond reasonable

## **12. GOVERNING LAW**

1 Agreement governed by Washington state law



2 Exclusive jurisdiction in King County, Washington

### **13. MISCELLANEOUS**

1 Assignment requires prior written consent

2 Amendments must be in writing and signed by both parties

3 Notices shall be in writing to addresses in preamble

4 Agreement represents entire understanding between parties

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

POLAR DYNAMICS ROBOTICS, INC.

**By:** - 9 -

Name: Victoria Wells

Title: Chief Financial Officer

**Date:**

GLACIER BAY STORAGE, LLC

**By:**

**Name:**

**Title:**

**Date:**

[Schedules A and B to be attached]

