

## **MAINTENANCE SERVICE LEVEL AGREEMENT**

### **MAINTENANCE SERVICE LEVEL AGREEMENT**

THIS MAINTENANCE SERVICE LEVEL AGREEMENT (the "Agreement") is made and entered into 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 2100 Arctic Way, Suite 400, Boston, Massachusetts 02128 (the "Provider")

and

POLAR STORAGE CO., a Minnesota corporation with its principal place of business at 2100 Arctic Way, Suite 400, Boston, Massachusetts 02128 (the "Customer")

at 850 Freezer Lane, Minneapolis, Minnesota 55403 ("Customer")

## 1. DEFINITIONS

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

2 "Maintenance Services" means scheduled and emergency mainten

3 "Response Time" means the period between Service Provider's rec

4 "Resolution Time" means the period between Service Provider's rec

5 "Service Hours" means 24 hours per day, 7 days per week, excludin

## 2. SCOPE OF SERVICES

1 Service Provider shall provide Maintenance Services for all BlueCor

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850 Freezer Lane, Minneapolis, MN 55403

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1200 Cold Storage Drive, St. Paul, MN 55117

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375 Distribution Center Road, Rochester, MN 55901

2 Service Provider shall maintain an inventory of spare parts at each C

3 All maintenance personnel shall be certified in cold-environment op

### **3. SERVICE LEVELS**

1 Response Times:

- - 3 -

Critical Issues: 15 minutes

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High Priority: 1 hour

-

Medium Priority: 4 hours

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Low Priority: 24 hours

2 Resolution Times:

-

Critical Issues: 2 hours

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High Priority: 4 hours

-

Medium Priority: 24 hours

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Low Priority: 72 hours

3 System Availability: Service Provider guarantees 99.9% system availability

## **4. PREVENTIVE MAINTENANCE**

1 Service Provider shall perform scheduled preventive maintenance in accordance with the following:

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Weekly system diagnostics

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Monthly mechanical inspections

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Quarterly software updates

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Semi-annual comprehensive system audits

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Annual certification renewals

2 Maintenance schedules shall be coordinated with Customer's operations

## **5. PERFORMANCE MONITORING**

1 Service Provider shall maintain continuous monitoring of:

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Robot navigation accuracy

-

Battery performance in cold environments

-

System response times

-

Error rates and fault conditions

-

Environmental condition impacts

2 Monthly performance reports shall be provided to Customer's design

## **6. FEES AND PAYMENT**

1 Customer shall pay an annual maintenance fee of \$450,000, payable

2 Emergency services outside the scope of standard maintenance shall

3 Parts replacement covered under warranty shall be provided at no a

## **7. TERM AND TERMINATION**

1 Initial Term: This Agreement shall remain in effect for three (3) years

2 Renewal: Agreement shall automatically renew for successive one-y

3 Termination for Cause: Either party may terminate for material breac

## **8. WARRANTIES AND LIMITATIONS**

1 Service Provider warrants that all Maintenance Services will be perf

2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICE PROVID

## **9. CONFIDENTIALITY**



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

2 Confidentiality obligations shall survive termination of this Agreement

## **10. INDEMNIFICATION**

1 Service Provider shall indemnify Customer against third-party claims

2 Customer shall indemnify Service Provider against claims arising from

## **11. GOVERNING LAW**

1 This Agreement shall be governed by the laws of the State of Delaware

## **12. SIGNATURES**

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

POLAR DYNAMICS ROBOTICS, INC.

**By:**

Name: Victoria Wells

Title: Chief Financial Officer

Date: January 15, 2024

POLAR STORAGE CO.

**By:**

Name: Robert Winters

Title: Vice President of Operations

Date: January 15, 2024

