

TRAINING AGREEMENT

THIS TRAINING AGREEMENT (the "Agreement") is made and entered into as of [DATE] ("Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 2850 Arctic Way, Suite 400, Burlington, Massachusetts 01803 ("Company")

and

[CUSTOMER NAME], a [jurisdiction] [entity type] with its principal place of business at [address] ("Customer")

RECITALS

WHEREAS, Company has developed proprietary autonomous mobile robots ("AMRs") specifically designed for cold storage and temperature-controlled environments;

WHEREAS, Customer has purchased or leased Company's CryoBot AMR systems pursuant to a separate agreement; and

WHEREAS, Customer desires to engage Company to provide comprehensive training services for Customer's personnel regarding the proper operation, maintenance, and deployment of the CryoBot AMR systems.

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

1. DEFINITIONS

1 "Certified Operator" means Customer personnel who have successfully completed the Training Program and received certification from Company.

2 "Training Materials" means all documentation, manuals, videos, presentations, and other materials provided by Company as part of the Training Program.

3 "Training Program" means the structured curriculum developed by Company for training Customer personnel in CryoBot AMR operation and maintenance.

2. TRAINING SERVICES

1 ****Scope of Training.**** Company shall provide the following training services:

(a) Basic Operator Training (24 hours)

- System overview and safety protocols
- Basic operation and navigation
- Emergency procedures
- Daily maintenance requirements

(b) Advanced Technical Training (40 hours)

- Diagnostic procedures
- Preventive maintenance
- Troubleshooting
- Software interface management

(c) Administrator Training (16 hours)

- Fleet management
- Performance optimization
- Data analysis
- System configuration

2 ****Training Schedule.**** Training shall be conducted at Customer's facility on mutually agreed dates, with a minimum of two (2) weeks' advance notice required for scheduling.

3 ****Class Size.**** Each training session shall be limited to a maximum of eight (8) participants to ensure optimal learning outcomes.

3. CUSTOMER RESPONSIBILITIES

1 Customer shall:

- (a) Provide suitable training facilities with appropriate environmental controls
- (b) Ensure participants meet prerequisite requirements
- (c) Maintain training equipment in proper working order
- (d) Complete pre-training documentation as required

(e) Ensure participant attendance and compliance with safety protocols

4. CERTIFICATION

1 **Requirements.** To achieve certification, participants must:

- (a) Attend all required sessions
- (b) Pass written examination with minimum 80% score
- (c) Successfully complete practical skills assessment
- (d) Demonstrate safety protocol compliance

2 **Certification Period.** Initial certification shall be valid for two (2) years from issuance.

3 **Recertification.** Certified Operators must complete refresher training and assessment every two years to maintain certification.

5. FEES AND PAYMENT

1 **Training Fees.** Customer shall pay:

- (a) Basic Operator Training: \$2,500 per participant
- (b) Advanced Technical Training: \$4,000 per participant
- (c) Administrator Training: \$3,000 per participant

2 **Payment Terms.** All fees are due net 30 days from invoice date.

3 **Cancellation.** Cancellations within 5 business days of scheduled training incur 50% fee.

6. INTELLECTUAL PROPERTY

1 Company retains all rights, title, and interest in Training Materials.

2 Customer may use Training Materials solely for internal training purposes.

3 No license to Company's patents, copyrights, or trade secrets is granted except as explicitly stated herein.

7. CONFIDENTIALITY

1 All Training Materials and technical information disclosed during training shall be treated as Confidential Information.

2 Customer shall protect Confidential Information using same degree of care as its own confidential information but no less than reasonable care.

8. WARRANTY AND LIMITATION OF LIABILITY

1 Company warrants training services will be performed in a professional manner.

2 COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

3 Company's liability shall not exceed amounts paid for training services.

9. TERM AND TERMINATION

1 This Agreement shall commence on the Effective Date and continue for one (1) year.

2 Either party may terminate for material breach upon 30 days' written notice.

3 Sections 6, 7, and 8 survive termination.

10. GENERAL PROVISIONS

1 ****Governing Law.**** This Agreement shall be governed by Delaware law.

2 ****Assignment.**** Neither party may assign without prior written consent.

3 ****Entire Agreement.**** This Agreement constitutes entire understanding between parties.

4 ****Amendments.**** Modifications require written agreement of both parties.

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

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name:

Title:

Date:

[CUSTOMER NAME]

By: _

Name:

Title:

Date: