

# **TRAINING SERVICES CONTRACT**

THIS TRAINING SERVICES CONTRACT (the "Agreement") is made effective as of February 1, 2024 (the "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 ("Provider")

and

ICELOGIC DISTRIBUTION LLC, a Nevada limited liability company with its principal place of business at 4721 Frozen Lane, Reno, Nevada 89502 ("Client")

## **1. RECITALS**

WHEREAS, Provider is in the business of manufacturing and distributing autonomous mobile robots designed for cold storage environments and providing related training services;

WHEREAS, Client desires to receive training services from Provider relating to the operation, maintenance, and deployment of Provider's IceNav-enabled autonomous mobile robots; and

WHEREAS, Provider desires to provide such training services to Client under the terms and conditions set forth herein.

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

## **2. DEFINITIONS**

1 "Confidential Information" means any proprietary or confidential information disclosed by either party to the other party, including but not limited to technical specifications, training materials, operational procedures, and pricing information.

2 "Training Materials" means all documentation, manuals, guides, presentations, and other materials provided by Provider in connection with the Training Services.

3 "Training Services" means the instruction, education, and knowledge transfer services provided by Provider as described in Exhibit A.

### **3. SCOPE OF SERVICES**

1 Provider shall provide the Training Services specified in Exhibit A to Client's designated personnel at the locations and times mutually agreed upon by the parties.

2 Provider shall provide qualified instructors who have extensive experience with Provider's products and systems.

3 Training Services shall include:

- (a) Basic operation and safety protocols
- (b) Advanced navigation system configuration
- (c) Maintenance and troubleshooting procedures
- (d) Cold environment operational considerations
- (e) Emergency response procedures
- (f) System integration best practices

### **4. CLIENT RESPONSIBILITIES**

1 Client shall:

- (a) Designate qualified personnel to participate in training
- (b) Provide appropriate facilities for on-site training
- (c) Ensure participants meet prerequisites specified by Provider
- (d) Maintain confidentiality of Training Materials
- (e) Comply with Provider's safety and operational guidelines

### **5. FEES AND PAYMENT**

1 Client shall pay Provider the fees specified in Exhibit B for the Training Services.

2 Provider shall invoice Client monthly for Training Services rendered.

3 Payment terms are net thirty (30) days from invoice date.

4 All fees are exclusive of travel and accommodation expenses, which shall be reimbursed by Client at actual cost.

### **6. INTELLECTUAL PROPERTY**

1 Provider retains all right, title, and interest in and to the Training Materials, including all intellectual property rights therein.

2 Client is granted a limited, non-exclusive license to use the Training Materials solely for internal training purposes.

3 Client shall not copy, modify, distribute, or create derivative works based on the Training Materials without Provider's prior written consent.

## **7. CONFIDENTIALITY**

1 Each party shall maintain the confidentiality of the other party's Confidential Information for a period of five (5) years following disclosure.

2 Neither party shall use the other party's Confidential Information except as necessary to perform under this Agreement.

## **8. TERM AND TERMINATION**

1 This Agreement shall commence on the Effective Date and continue for a period of twenty-four (24) months unless earlier terminated.

2 Either party may terminate this Agreement upon thirty (30) days' written notice.

3 Upon termination, Client shall:

(a) Return all Training Materials to Provider

(b) Cease use of all Training Materials

(c) Pay all outstanding fees for Services rendered

## **9. WARRANTY AND LIMITATION OF LIABILITY**

1 Provider warrants that the Training Services will be performed in a professional manner consistent with industry standards.

2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED.

3 Provider's total liability under this Agreement shall not exceed the amounts paid by Client for Training Services.

## **10. GENERAL PROVISIONS**

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

2 Any disputes shall be resolved in the state or federal courts located in Delaware.

3 Neither party may assign this Agreement without the prior written consent of the other party.

4 This Agreement constitutes the entire agreement between the parties regarding the subject matter herein.

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

POLAR DYNAMICS ROBOTICS, INC.

**By:**

Name: Katherine Wells

Title: Chief Financial Officer

**Date:**

ICELOGIC DISTRIBUTION LLC

**By:**

Name: Robert Frost

Title: Chief Operating Officer

**Date:**

### **EXHIBIT A: TRAINING SERVICES DESCRIPTION**

[Detailed training curriculum and schedule intentionally omitted]

### **EXHIBIT B: FEE SCHEDULE**

[Detailed fee structure intentionally omitted]