SOFTWARE MAINTENANCE AGREEMENT

SOFTWARE MAINTENANCE AGREEMENT

THIS SOFTWARE MAINTENANCE AGREEMENT (the "Agreement") February 1, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with it of business at 2100 Arctic Way, Suite 400, Burlington, Massachusetts ("Provider")

and

ARCTIC AUTOMATION SOLUTIONS, LLC, a Minnesota corporation

place of business at 8750 Glacier Road, Minneapolis, Minnesota 5540 ("Customer")

1. DEFINITIONS

- 1 "BlueCore(TM) Software" means Provider's proprietary software pla
- 2 "Maintenance Services" means the software maintenance and supp
- 3 "Service Level Requirements" means the response times and service
- 4 "Support Hours" means 24 hours per day, 7 days per week, excludi

2. MAINTENANCE SERVICES

1 **Scope of Services.** Provider shall provide the following Maintena

(a)	Bug <u>f</u> ixes	and	error	corrections;
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- (b) Software updates and new versions;
- (c) Technical support via phone, email, and remote access;
- (d) Performance optimization and system monitoring;
- (e) Security patches and vulnerability remediation;
- (f) Emergency support for critical system failures.
- 2 **Service Levels.** Provider shall perform the Maintenance Service:
- 3 **Exclusions.** Maintenance Services do not include:
- (a) Hardware maintenance or repair;
- (b) Custom software development;
- (c) Training beyond initial implementation;
- (d) Support for third-party software or systems;

(e) Services necessitated by Customer's misuse of the software.
3. CUSTOMER OBLIGATIONS
1 **Access and Cooperation.** Customer shall:
(a) Provide Provider with remote access to Customer's systems as ne
(b) Maintain internet connectivity meeting minimum specifications;
(c) Designate qualified technical contacts;
(d) Promptly report all errors or malfunctions;
(e) Implement recommended updates within agreed timeframes.
4. FEES AND PAYMENT
1 **Maintenance Fees.** Customer shall pay annual maintenance fee

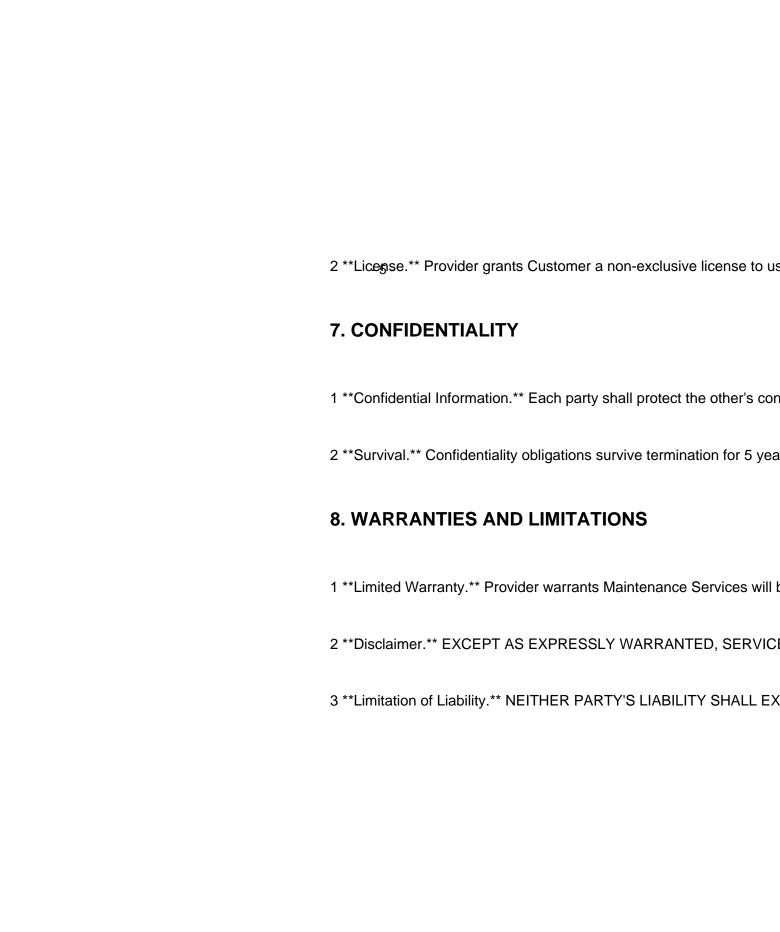
- 2 **Payment Terms.** Invoices are due within 30 days of receipt. Late
- 3 **Fee Adjustments.** Provider may increase fees annually upon 60

5. TERM AND TERMINATION

- 1 **Term.** This Agreement commences on the Effective Date and co
- 2 **Termination for Convenience.** Either party may terminate this Ag
- 3 **Termination for Cause.** Either party may terminate immediately

6. INTELLECTUAL PROPERTY

1 **Ownership.** Provider retains all rights, title, and interest in the Bl



9. GENERAL PROVISIONS

1 **Assignment.** Neither party may assign without prior written conse

2 **Force Majeure.** Neither party is liable for delays due to circumsta

3 **Governing Law.** This Agreement is governed by Delaware law.

4 **Entire Agreement.** This Agreement constitutes the complete und

5 **Amendments.** Modifications require written agreement of both page

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

POLAR DYNAMICS ROBOTICS, INC.

By: ₋₇ -
Name: Victoria Wells
Title: Chief Financial Officer
Date:
ARCTIC AUTOMATION SOLUTIONS, LLC
Ву:
By: Name:
•
Name:
Name: Title:

SERVICE LEVEL REQUIREMENTS



