

EMERGENCY SERVICE RESPONSE AGREEMENT

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THIS EMERGENCY SERVICE RESPONSE AGREEMENT (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 Way, Suite 400, Minneapolis, MN 55401 ("Polar Dynamics" or "Provider")

and

FROZEN DIRECT LLC, a Minnesota limited liability company with its principal place of business at 2850 Arctic Way, Suite 400, Minneapolis, MN 55401 ("Frozen Direct" or "Client")

place of business at 4200 Coldstream Drive, St. Paul, MN 55112 ("Customer")

RECITALS

WHEREAS, Service Provider develops, manufactures, and maintains mobile robots designed for cold storage environments;

WHEREAS, Customer operates temperature-controlled logistics facilities and desires to use reliable robotic systems;

WHEREAS, Customer desires to engage Service Provider to provide response and repair services for its BlueCore(TM) autonomous mobile systems; and

WHEREAS, Service Provider desires to provide such services under the conditions set forth herein.

NOW, ~~2~~ ¹ ~~T~~HEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

1 "Emergency Event" means any malfunction, failure, or operational disturbance.

2 "Covered Equipment" means the BlueCore(TM) autonomous mobile robot.

3 "Response Time" means the period between Service Provider's receipt of a request for service and the time the Service Provider's personnel arrive at the location of the request.

4 "Service Hours" means 24 hours per day, 7 days per week, 365 days per year.

2. EMERGENCY RESPONSE SERVICES

1 ****Scope of Services.**** Service Provider shall provide emergency response services to the Client, including but not limited to the following:

- (a) Remote diagnostic support
- (b) On-site technical response
- (c) Emergency repairs and parts replacement
- (d) System restoration and testing
- (e) Post-incident analysis and reporting

2 **Response Time Requirements**

- (a) Critical Events: 2-hour maximum Response Time
- (b) Major Events: 4-hour maximum Response Time
- (c) Standard Events: 8-hour maximum Response Time

3 **Service Level Commitments**

- (a) 99.9% system availability target
- (b) 95% first-time resolution rate

(c) 100% completion of post-incident documentation

3. CUSTOMER OBLIGATIONS

1 Customer shall:

- (a) Maintain appropriate facility access protocols
- (b) Provide designated points of contact
- (c) Ensure safe working conditions
- (d) Maintain environmental conditions within specified parameters
- (e) Allow remote monitoring access

2 Customer shall provide immediate notification of any Emergency Ev

4. FEES AND PAYMENT

1 ****Base Service Fee.**** Customer shall pay an annual base fee of \$7

2 ****Emergency Response Charges****

(a) Critical Events: \$2,500 per response

(b) Major Events: \$1,500 per response

(c) Standard Events: \$750 per response

3 ****Additional Charges****

(a) Parts and materials at cost plus 15%

(b) Travel expenses for distances exceeding 100 miles

(c) Premium charges for holiday response

5. TERM AND TERMINATION

1 ****Initial Term.**** This Agreement shall remain in effect for three (3) y

2 ****Renewal.**** Agreement shall automatically renew for successive o

3 ****Termination Rights****

(a) Either party may terminate with 90 days' written notice

(b) Immediate termination for material breach

(c) Termination for insolvency or bankruptcy

6. LIABILITY AND INDEMNIFICATION

1 ****Limitation of Liability.**** Service Provider's aggregate liability shall

2 ****Exclusions.**** Neither party shall be liable for consequential, indire

3 ****Indemnification.**** Each party shall indemnify the other against thir

7. CONFIDENTIALITY

1 Each party shall protect confidential information with reasonable care

2 Confidentiality obligations survive termination for 3 years.

8. GENERAL PROVISIONS

1 ****Force Majeure.**** Neither party shall be liable for delays due to cir

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

3 ****Governing Law.**** This Agreement shall be governed by Delaware

4 ****Dispute Resolution.**** Disputes shall be resolved through binding a

5 ~~**Entire Agreement.**~~ This Agreement constitutes the complete und

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

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Victoria Wells

Title: Chief Financial Officer

Date:

FROZEN DIRECT LLC

By:

Name:

Title: - 9 -

Date:

