

MAINTENANCE CONTRACT - ICEPACK DISTRIBUTION NETWORK

THIS MAINTENANCE 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 2100 Arctic Way, Suite 400, Boston, Massachusetts 02110 ("PDR" or the "Company")

AND

The authorized service providers and maintenance personnel designated in Schedule A (collectively, the "Service Providers")

RECITALS

WHEREAS, PDR has developed and operates the IcePack Distribution Network ("IDN"), a proprietary system of temperature-hardened autonomous mobile robots and associated control infrastructure for cold chain logistics operations;

WHEREAS, PDR requires ongoing maintenance and servicing of the IDN system components to ensure continuous operation within specified parameters;

WHEREAS, the Service Providers possess the requisite expertise and certifications to perform maintenance services on the IDN system;

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

1. DEFINITIONS

1 "IDN Components" means all physical and digital elements of the IcePack Distribution Network, including but not limited to autonomous mobile robots, charging stations, thermal management systems, IceNav navigation infrastructure, and associated control software.

2 "Maintenance Services" means the inspection, testing, repair, replacement, and preventive maintenance activities detailed in Schedule B.

3 "Service Levels" means the performance standards and response times specified in Schedule C.

4 "Critical Failure" means any malfunction that causes an IDN Component to operate outside its specified temperature range or prevents successful completion of assigned logistics tasks.

2. SCOPE OF SERVICES

1 Service Providers shall perform all Maintenance Services in accordance with:

- (a) PDR's Technical Maintenance Manual version 4.2;
- (b) Applicable industry standards for cold environment robotics;
- (c) All relevant safety protocols and regulations;
- (d) The Service Levels defined in Schedule C.

2 Scheduled Maintenance shall include:

- (a) Weekly inspection of thermal management systems
- (b) Monthly calibration of IceNav sensors
- (c) Quarterly actuator performance testing
- (d) Semi-annual software updates and security patches
- (e) Annual comprehensive system audits

3 Emergency Response services shall be provided for Critical Failures 24/7/365.

3. SERVICE PROVIDER OBLIGATIONS

1 Service Providers shall:

- (a) Maintain all certifications required by PDR
- (b) Use only PDR-approved replacement parts
- (c) Document all maintenance activities in PDR's digital service log
- (d) Comply with facility security and safety protocols
- (e) Maintain confidentiality of PDR proprietary information

2 Service Providers shall complete PDR's Advanced Cold Environment Robotics Maintenance training program annually.

3 Service Providers shall maintain insurance coverage as specified in Schedule D.

4. PDR OBLIGATIONS

1 PDR shall:

- (a) Provide access to IDN Components during scheduled maintenance windows
- (b) Supply necessary technical documentation and updates
- (c) Maintain spare parts inventory at specified levels
- (d) Provide remote technical support as needed

2 PDR shall conduct quarterly review meetings with Service Providers to assess performance and address concerns.

5. COMPENSATION

1 Standard service rates are specified in Schedule E.

2 Emergency response services shall incur premium rates per Schedule E.

3 Parts and materials shall be billed at PDR's standard rates plus 10% handling fee.

4 Payment terms: Net 30 from invoice date.

6. TERM AND TERMINATION

1 Initial Term: 24 months from Effective Date.

2 Automatic renewal for successive 12-month periods unless terminated with 90 days' notice.

3 PDR may terminate immediately for:

- (a) Material breach of this Agreement
- (b) Loss of required certifications
- (c) Repeated failure to meet Service Levels
- (d) Bankruptcy or insolvency

7. WARRANTY AND LIABILITY

1 Service Providers warrant all Maintenance Services will be performed in a professional manner consistent with industry standards.

2 Service Providers shall indemnify PDR against claims arising from negligent performance of

Maintenance Services.

3 Liability cap: 12 months' service fees or \$1,000,000, whichever is greater.

8. CONFIDENTIALITY

1 Service Providers shall protect PDR's confidential information with the same degree of care used for their own confidential information, but no less than reasonable care.

2 Confidentiality obligations survive termination for 5 years.

9. GENERAL PROVISIONS

1 This Agreement shall be governed by Delaware law.

2 Disputes shall be resolved through binding arbitration in Boston, Massachusetts.

3 This Agreement may only be modified in writing signed by both parties.

4 If any provision is found invalid, remaining provisions stay in effect.

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:

[SERVICE PROVIDER SIGNATURE BLOCKS]

SCHEDULES:

A: Authorized Service Providers

B: Detailed Maintenance Services

C: Service Levels

D: Insurance Requirements

E: Rate Schedule