

# SERVICE LEVEL AGREEMENT

THIS SERVICE LEVEL AGREEMENT (the "Agreement") is made and entered into 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 02210 ("Provider")

and

GLACIER CHAIN DISTRIBUTION, LLC, a Nevada limited liability company with its principal place of business at 4500 Coldfront Drive, Reno, Nevada 89502 ("Customer")

## 1. DEFINITIONS

1 "AMR Systems" means Provider's autonomous mobile robot systems, including the IceNav(TM) navigation platform and associated hardware, designed for cold storage environments.

2 "Service Hours" means 24 hours per day, 7 days per week, excluding scheduled maintenance windows.

3 "System Availability" means the percentage of Service Hours during which the AMR Systems are operational and available for use.

4 "Critical Failure" means any malfunction that renders an AMR System completely inoperable or unable to perform its core functions in temperatures below -20 C.

## 2. SERVICE LEVELS

### 1 System Availability

Provider shall maintain System Availability of 99.5% or higher, measured monthly. Scheduled maintenance shall not exceed 4 hours per month and must be performed during off-peak hours (1:00 AM - 5:00 AM local time).

### 2 Response Times

(a) Critical Failures: Provider shall respond within 30 minutes and commence remediation within 2 hours

(b) Major Issues: Response within 2 hours; remediation within 8 hours

(c) Minor Issues: Response within 24 hours; remediation within 72 hours

### 3 Temperature Performance

AMR Systems shall maintain full operational capability in ambient temperatures ranging from -30 C to +45 C.

## **3. MONITORING AND REPORTING**

### 1 Performance Monitoring

Provider shall continuously monitor AMR System performance through its IceNav(TM) platform, including:

- (a) System availability
- (b) Navigation accuracy
- (c) Temperature operating conditions
- (d) Battery performance
- (e) Error rates and system faults

### 2 Monthly Reports

Provider shall furnish monthly performance reports including:

- (a) System Availability statistics
- (b) Response time compliance
- (c) Incident summaries
- (d) Performance trending analysis
- (e) Preventive maintenance recommendations

## **4. SERVICE CREDITS**

### 1 System Availability Credits

If monthly System Availability falls below guaranteed levels:

- 98.0-99.4%: 5% credit of monthly service fees
- 96.0-97.9%: 10% credit of monthly service fees
- Below 96.0%: 20% credit of monthly service fees

### 2 Response Time Credits

\$500 per incident where response times exceed guaranteed levels by more than 50%.

## **5. MAINTENANCE AND SUPPORT**

### **1 Preventive Maintenance**

Provider shall perform quarterly preventive maintenance including:

- (a) Hardware inspections
- (b) Software updates
- (c) Calibration checks
- (d) Battery system optimization
- (e) Thermal management system testing

### **2 Technical Support**

24/7 technical support via:

- (a) Emergency hotline
- (b) Remote diagnostics
- (c) On-site support when required
- (d) Online knowledge base access

## **6. CUSTOMER OBLIGATIONS**

### **1 Facility Access**

Customer shall provide Provider with necessary facility access for maintenance and support.

### **2 Environmental Conditions**

Customer shall maintain facility conditions within specified parameters:

- (a) Power supply: 208V-240V, 60Hz
- (b) Network connectivity: Minimum 1Gbps
- (c) Floor conditions per Provider specifications
- (d) Clear operational paths per agreed layout

## **7. TERM AND TERMINATION**

### **1 Term**

Initial term of twelve (12) months from the Effective Date, automatically renewing for successive twelve-month periods.

## 2 Termination

Either party may terminate with 90 days' written notice prior to renewal date.

## 8. LIMITATION OF LIABILITY

### 1 Maximum Liability

Provider's maximum liability shall not exceed the total fees paid by Customer in the twelve months preceding any claim.

### 2 Exclusions

Provider shall not be liable for:

- (a) Force majeure events
- (b) Customer's negligence or misuse
- (c) Unauthorized modifications
- (d) Third-party actions

## 9. CONFIDENTIALITY

1 Both parties shall maintain confidentiality of proprietary information for a period of five (5) years following termination.

## 10. GOVERNING LAW

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

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:**

GLACIER CHAIN DISTRIBUTION, LLC

**By:**

**Name:**

**Title:**

**Date:**