

TECHNICAL SUPPORT AGREEMENT

THIS TECHNICAL SUPPORT 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 2850 Arctic Way, Suite 400, Burlington, Massachusetts 01803 ("Provider")

and

CHILLSTORE LOGISTICS, LLC, a Nevada limited liability company with its principal place of business at 775 Cold Storage Boulevard, Reno, Nevada 89502 ("Customer")

RECITALS

WHEREAS, Provider is engaged in the business of developing and manufacturing autonomous mobile robots designed for cold storage environments and provides technical support services related thereto;

WHEREAS, Customer operates temperature-controlled logistics facilities and desires to receive technical support services for Provider's IceNav-enabled autonomous mobile robots deployed at Customer's facilities; and

WHEREAS, Provider desires to provide such technical support services to Customer under the terms and conditions set forth herein.

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

1. DEFINITIONS

1 "Covered Equipment" means the Provider's autonomous mobile robots and associated control systems installed at Customer's facilities as listed in Exhibit A.

2 "Support Services" means the technical support, maintenance, and troubleshooting services described in Section 2 and Exhibit B.

3 "Response Time" means the period between Provider's receipt of a support request and initial response by Provider's technical support personnel.

4 "Service Level Requirements" means the performance standards and metrics set forth in Exhibit C.

2. SUPPORT SERVICES

1 Scope of Services. Provider shall provide the following Support Services for the Covered Equipment:

- (a) 24/7 remote technical support via phone, email, and secure video conference;
- (b) Emergency on-site support within 4 hours for critical issues;
- (c) Preventive maintenance according to the schedule in Exhibit B;
- (d) Software updates and patches for the IceNav navigation system;
- (e) Quarterly performance optimization and calibration;
- (f) Replacement parts and components as specified in Exhibit D.

2 Service Level Requirements. Provider shall meet or exceed the Service Level Requirements detailed in Exhibit C. Failure to meet such requirements shall result in service credits as specified therein.

3. CUSTOMER RESPONSIBILITIES

1 Access and Cooperation. Customer shall:

- (a) Provide Provider with reasonable access to Covered Equipment;
- (b) Maintain environmental conditions within specified parameters;
- (c) Designate qualified personnel as primary points of contact;
- (d) Promptly report any equipment issues or anomalies;
- (e) Maintain network connectivity as specified in Exhibit E.

4. FEES AND PAYMENT

1 Service Fees. Customer shall pay Provider the fees set forth in Exhibit F.

2 Payment Terms. Fees shall be invoiced quarterly in advance and paid within 30 days of invoice date.

3 Late Payments. Overdue amounts shall bear interest at 1.5% per month.

5. TERM AND TERMINATION

1 Term. This Agreement shall commence on the Effective Date and continue for three (3) years unless earlier terminated.

2 Termination for Cause. Either party may terminate this Agreement upon written notice if the other party materially breaches any provision and fails to cure within 30 days of notice.

6. WARRANTIES AND LIMITATIONS

1 Service Warranty. Provider warrants that Support Services will be performed in a professional manner consistent with industry standards.

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

3 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.

7. CONFIDENTIALITY

1 Definition. "Confidential Information" means non-public information disclosed by either party relating to technology, operations, or business affairs.

2 Obligations. Each party shall protect Confidential Information using the same degree of care used to protect its own confidential information.

8. INTELLECTUAL PROPERTY

1 Ownership. Provider retains all intellectual property rights in its technology, including any improvements or modifications.

2 License. Provider grants Customer a limited license to use Provider's software solely in connection with the Covered Equipment.

9. MISCELLANEOUS

1 Force Majeure. Neither party shall be liable for delays due to causes beyond its reasonable control.

2 Assignment. Neither party may assign this Agreement without the other party's written consent.

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

4 Entire Agreement. 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:

CHILLSTORE LOGISTICS, LLC

By:

Name: Robert Frost

Title: Vice President of Operations

Date:

[Note: Exhibits A-F to be attached]