

**SUPPORT SERVICES CONTRACT**

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THIS SUPPORT SERVICES CONTRACT (the "Agreement") is made  
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

ICECAP LOGISTICS, LLC, a Nevada limited liability company with its

place of business at 4721 Frozen Ridge Road, Reno, Nevada 89502

## **1. RECITALS**

WHEREAS, Provider is in the business of developing and supporting mobile robots designed for cold storage environments;

WHEREAS, Client operates temperature-controlled logistics facilities to engage Provider to provide certain support services for Provider's BlueCore(TM)-enabled autonomous mobile robots deployed at Client's and

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

## **2. DEFINITIONS**

1 "Covered Equipment" means the BlueCore(TM)-enabled autonomous

2 "Support Services" means the maintenance, troubleshooting, software

3 "Service Levels" means the response times and performance metrics

4 "Supported Facilities" means Client's temperature-controlled warehouse

(a) 4721 Frozen Ridge Road, Reno, Nevada 89502

(b) 892 Coldstream Drive, Aurora, Illinois 60502

(c) 1250 Permafrost Way, Dallas, Texas 75001

### **3. SERVICES AND OBLIGATIONS**

1 Support Services. Provider shall furnish the Support Services for the

2 Client Responsibilities. Client shall:

- (a) Provide Provider's personnel with reasonable access to the Support Facilities
- (b) Maintain environmental conditions within specified operating parameters
- (c) Ensure proper power supply and network connectivity
- (d) Report issues promptly through designated support channels
- (e) Maintain current software versions as recommended by Provider

3 Exclusions. Support Services do not include:

- (a) Repair of damage from misuse or unauthorized modifications
- (b) Support for third-party equipment or software
- (c) Training beyond that specified in Exhibit A
- (d) Custom programming or integration services

## **4. FEES AND PAYMENT**

1 Service Fees. Client shall pay Provider annual support fees of \$175

2 Travel Expenses. Client shall reimburse Provider's reasonable travel

3 Payment Terms. Provider shall invoice Client quarterly. Payment is

## **5. TERM AND TERMINATION**

1 Term. This Agreement commences on the Effective Date and contin

2 Renewal. This Agreement shall automatically renew for successive

3 Termination for Cause. Either party may terminate this Agreement u

## **6. WARRANTIES AND LIMITATIONS**

1 Service Warranty. Provider warrants that Support Services will be performed in accordance with the Service Order.

2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, REGARDING THE SUPPORT SERVICES.

3 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, ARISING OUT OF OR FROM THIS AGREEMENT.

## **7. CONFIDENTIALITY**

1 Definition. "Confidential Information" means non-public information of a party that is disclosed to the other party in confidence or under circumstances that indicate that the information is to be held in confidence.

2 Obligations. Each party shall protect the other's Confidential Information with the same degree of care that it uses to protect its own Confidential Information, but in no event less than a reasonable degree of care.

## **8. GENERAL PROVISIONS**

1 Independent Contractors. The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, or any other form of association between the parties.

2 Assignment. Neither party may assign this Agreement without the o

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

4 Entire Agreement. This Agreement, including Exhibits A and B, cons

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

POLAR DYNAMICS ROBOTICS, INC.

**By:**

Name: Victoria Wells

Title: Chief Financial Officer

**Date:**

ICECAP LOGISTICS, LLC

**By:**

**Name:**

**Title:**

**Date:**

[Note: Exhibits A and B to be attached]



