

# **TECHNICAL SUPPORT TERMS AND CONDITIONS**

## **TECHNICAL SUPPORT TERMS AND CONDIT**

### **Glacier Peak Solutions - Support Services Agreement**

*Effective Date: January 1, 2024*

## **1. DEFINITIONS**

1. "Agreement" means these Technical Support Terms and Condition
2. "Customer" means the entity receiving Support Services for Produ
3. "Products" means Polar Dynamics Robotics' BlueCore(TM)-enable

4. "Support Services" means technical support, maintenance, and troubleshooting

5. "Critical Issue" means any malfunction that renders a Product completely inoperable

## **2. SCOPE OF SERVICES**

### **1. \*\*Standard Support Coverage\*\***

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Remote technical support via phone and email (24/7/365)

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Online knowledge base and documentation access

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Software updates and patches for BlueCore(TM) navigation systems

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Remote diagnostics and troubleshooting

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Quarterly preventive maintenance recommendations

2. **\*\*Premium Support Coverage\*\*** (Additional Fee Required)

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On-site emergency response within 4 hours

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Dedicated technical account manager

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Priority queue handling

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Advanced replacement parts shipping

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Monthly performance optimization reviews

### **3. SERVICE LEVEL COMMITMENTS**

#### **1. \*\*Response Times\*\***

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Critical Issues: 30 minutes

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High Priority: 2 hours

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Medium Priority: 4 hours

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Low Priority: 8 hours

#### **2. \*\*Resolution Targets\*\***

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Critical Issues: 4 hours

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High Priority: 8 hours

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Medium Priority: 24 hours

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Low Priority: 72 hours

## **4. CUSTOMER RESPONSIBILITIES**

1. Customer shall:

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Maintain minimum operating environment specifications

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Provide remote access to Products when required

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Implement recommended software updates within 30 days

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Maintain trained operators for all Products

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Report issues promptly with required diagnostic information

## **5. EXCLUSIONS**

1. Support Services do not include:

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Physical damage repair

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Unauthorized modifications

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Third-party software integration

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Operator training

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Custom feature development

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Support for Products operating outside specified temperature ranges

## **6. FEES AND PAYMENT**

1. Standard support fees are 15% of Product purchase price annually

2. Premium support fees are 25% of Product purchase price annually

3. Emergency on-site visits outside premium support: \$2,500 per incident

## **7. TERM AND TERMINATION**

1. Initial term of one (1) year from Effective Date.
2. Automatic renewal for successive one-year terms unless terminated.
3. Termination requires 90 days written notice prior to renewal date.

## **8. WARRANTY AND LIMITATIONS**

1. Support Services warranted to be performed in professional manner.
2. NO WARRANTY OF RESOLUTION FOR ALL TECHNICAL ISSUES.
3. Maximum liability limited to fees paid in previous 12 months.



## **9. CONFIDENTIALITY**

1. All technical information, diagnostics, and performance data deemed confidential.
2. Non-disclosure obligations survive termination for 3 years.

## **10. GOVERNING LAW**

1. Agreement governed by Delaware law.
2. Exclusive jurisdiction in Delaware state courts.

## **11. FORCE MAJEURE**

1. Neither party liable for delays due to circumstances beyond reasonable control.

## **12. ENTIRE AGREEMENT**

1. This Agreement constitutes entire understanding regarding Support
2. Modifications require written agreement of both parties.

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

### **GLACIER PEAK SOLUTIONS**

**By:**

Name: Robert Winters

Title: Director of Technical Services

**Date:**

**CUSTOMER**

**By:**

**Name:**

**Title:**

**Date:**

