

ROBOT FLEET AGREEMENT

THIS ROBOT FLEET AGREEMENT (the "Agreement") is made and entered into as of February 15, 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 ("PDR" or "Provider")

and

POLARCHAIN SOLUTIONS, INC., a Nevada corporation with its principal place of business at 8500 Frozen Lane, Henderson, Nevada 89074 ("Client")

RECITALS

WHEREAS, Provider is engaged in the business of developing, manufacturing, and deploying autonomous mobile robots specifically designed for cold storage and temperature-controlled environments;

WHEREAS, Client operates temperature-controlled logistics facilities and desires to implement Provider's autonomous mobile robot fleet solution; and

WHEREAS, the parties desire to enter into this Agreement to establish the terms and conditions under which Provider will supply and maintain a fleet of autonomous mobile robots for Client's use.

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

1. DEFINITIONS

1 "AMR Fleet" means the collection of IceNav-enabled autonomous mobile robots provided by PDR under this Agreement.

2 "Deployment Site" means Client's designated facility located at 8500 Frozen Lane, Henderson, Nevada 89074.

3 "IceNav System" means Provider's proprietary cold-environment navigation and operation system.

4 "Maintenance Services" means the support and maintenance services described in Section 4.

5 "Performance Standards" means the operational metrics and requirements set forth in Exhibit A.

2. FLEET DEPLOYMENT

1 Initial Deployment. Provider shall deploy twelve (12) Model PDR-3000 autonomous mobile robots at the Deployment Site according to the implementation schedule in Exhibit B.

2 Configuration. Each AMR unit shall be equipped with:

- (a) IceNav System Version 4.2 or higher
- (b) Cold-resistant actuators rated to -40 F
- (c) Enhanced thermal management system
- (d) Safety sensors and emergency stop capabilities
- (e) Wireless fleet management connectivity

3 Testing and Acceptance. Provider shall conduct acceptance testing of each AMR unit according to the procedures in Exhibit C.

3. LICENSE AND USE RIGHTS

1 Grant of License. Provider grants Client a non-exclusive, non-transferable license to use the AMR Fleet and IceNav System solely at the Deployment Site during the Term.

2 Restrictions. Client shall not:

- (a) Modify or attempt to reverse engineer any AMR components
- (b) Remove or alter any PDR proprietary notices
- (c) Use the AMR Fleet outside the Deployment Site
- (d) Allow unauthorized third parties to access or operate the AMR Fleet

4. MAINTENANCE SERVICES

1 Scheduled Maintenance. Provider shall perform quarterly preventive maintenance on each AMR unit.

2 Emergency Support. Provider shall provide 24/7 emergency support with:

- (a) 30-minute response time for critical issues
- (b) 4-hour on-site response when required
- (c) Replacement parts maintenance

(d) Software updates and patches

3 Performance Monitoring. Provider shall continuously monitor AMR Fleet performance and provide monthly reports detailing:

(a) Uptime statistics

(b) Navigation accuracy

(c) Battery efficiency

(d) Safety incident logs

(e) Maintenance history

5. FEES AND PAYMENT

1 Fleet Subscription Fee. Client shall pay an annual fleet subscription fee of \$720,000, payable in monthly installments of \$60,000.

2 Maintenance Fee. Maintenance Services are included in the subscription fee for the first year. Thereafter, Client shall pay an annual maintenance fee equal to 15% of the then-current subscription fee.

3 Payment Terms. All fees are due within 30 days of invoice date. Late payments shall bear interest at 1.5% per month.

6. 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 material breach by the other party that remains uncured for 30 days after written notice.

7. WARRANTIES AND LIMITATIONS

1 Performance Warranty. Provider warrants that the AMR Fleet will perform in accordance with the Performance Standards during the Term.

2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION AND INSURANCE

1 Provider Indemnification. Provider shall indemnify Client against third-party claims arising from AMR Fleet malfunction or Provider's negligence.

2 Insurance. Provider shall maintain commercial general liability insurance with minimum coverage of \$5,000,000 per occurrence.

9. 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.

10. MISCELLANEOUS

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

2 Force Majeure. Neither party shall be liable for delays caused by events beyond its reasonable control.

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: Dr. Elena Frost

Title: Chief Executive Officer

Date:

POLARCHAIN SOLUTIONS, INC.

By:

Name:

Title:

Date: