

ROBOT FLEET UPGRADE AGREEMENT

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THIS ROBOT FLEET UPGRADE AGREEMENT (the "Agreement") is
of January 15, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its
of business at 2100 Arctic Way, Suite 400, Boston, Massachusetts 02
"Provider"), and

FROST TECHNOLOGIES, INC., a Nevada corporation with its principal
business at 850 Glacier Road, Reno, Nevada 89501 ("Customer").

RECITALS

WHEREAS, Provider is in the business of developing, manufacturing, and distributing autonomous mobile robots designed for extreme cold environments using its proprietary BlueCore(TM) technology;

WHEREAS, Customer operates multiple temperature-controlled logistics facilities and currently utilizes Provider's Mark III autonomous mobile robots;

WHEREAS, Provider has developed significant upgrades to its BlueCore(TM) navigation and power systems; and

WHEREAS, Customer desires to upgrade its existing fleet of Provider's Mark III autonomous mobile robots to incorporate such improvements, and Provider desires to perform such upgrades under the terms and conditions set forth herein.

NOW, ~~THE~~ ²HEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

1 "Existing Fleet" means Customer's twenty-five (25) Mark III autonomous vehicles.

2 "Upgrade Package" means the BlueCore(TM) 2.0 hardware and software.

3 "Upgrade Services" means the physical installation, testing, and deployment of the Upgrade Package.

4 "Acceptance Criteria" means the performance standards and testing procedures set forth in the Upgrade Package.

2. SCOPE OF SERVICES

1 Provider shall perform the Upgrade Services on Customer's Existing Fleet.

2 Provider shall conduct all upgrades at Customer's facilities unless otherwise

3 Provider shall perform the Upgrade Services in a professional manner

3. CUSTOMER OBLIGATIONS

1 Customer shall provide Provider with reasonable access to the Existing

2 Customer shall maintain appropriate environmental conditions as specified

3 Customer shall designate a primary point of contact responsible for

4. PRICING AND PAYMENT

1 Customer shall pay Provider a total fee of \$875,000 for the Upgrade

2 Payment schedule:

(a) 40% (\$350,000) due upon execution of this Agreement

(b) 30% (\$262,500) due upon completion of 50% of the fleet upgrades

(c) 30% (\$262,500) due upon final acceptance of all upgraded units

3 All payments shall be made within thirty (30) days of invoice date.

5. WARRANTY AND SUPPORT

1 Provider warrants that all Upgrade Services will conform to the specifications

2 Provider shall provide priority technical support for the upgraded fleet

3 The warranty excludes damage resulting from:

(a) Operation outside specified environmental parameters

(b) Unauthorized modifications

(c) Misuse or negligence

(d) Force majeure events

6. INTELLECTUAL PROPERTY

1 Provider retains all intellectual property rights in the Upgrade Packa

2 Customer receives a non-exclusive license to use the upgraded sys

7. LIMITATION OF LIABILITY

1 Provider's total liability under this Agreement shall not exceed the to

2 Neither party shall be liable for any indirect, special, incidental, or co

8. TERM AND TERMINATION

1 This Agreement shall commence on the Effective Date and continue

2 Either party may terminate this Agreement upon material breach by

9. MISCELLANEOUS

1 This Agreement shall be governed by Delaware law.

2 Any disputes shall be resolved through binding arbitration in Boston

3 This Agreement constitutes the entire agreement between the parties

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

POLAR~~7~~DYNAMICS ROBOTICS, INC.

By:

Name: Victoria Wells

Title: Chief Financial Officer

Date:

FROST TECHNOLOGIES, INC.

By:

Name:

Title:

Date:

[Exhibits A-D to follow]

