

**ROBOT FLEET MANAGEMENT CONTRACT - ARCTIC LOGISTICS**

**ROBOT FLEET MANAGEMENT CONTRACT -**

THIS ROBOT FLEET MANAGEMENT CONTRACT (the "Agreement")  
February 1, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its  
of business at 2100 Arctic Way, Suite 400, Minneapolis, MN 55401 ("Polar Dynamics")  
"Service Provider")

and

ARCTIC STORAGE SOLUTIONS, LLC, a Minnesota limited liability company

principal place of business at 850 Freezer Boulevard, St. Paul, MN 55108  
"Client")

## **RECITALS**

WHEREAS, PDR specializes in the development, deployment, and maintenance of autonomous mobile robots designed for extreme cold environments using its proprietary BlueCore(TM) technology;

WHEREAS, Client operates temperature-controlled logistics facilities utilizing automated material handling solutions capable of functioning in sub-zero environments; and

WHEREAS, Client desires to engage PDR to provide robot fleet management services, and PDR desires to provide such services, subject to the terms and conditions set forth herein.

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

## 1. DEFINITIONS

1 "AMR Fleet" means the collection of autonomous mobile robots provided by PDR.

2 "BlueCore(TM) System" means PDR's proprietary cold-environment management system.

3 "Facility" means Client's temperature-controlled warehouse located at [redacted].

4 "Fleet Management Services" means the services described in Section 1.2.

5 "Performance Metrics" means the operational standards set forth in Exhibit A.

## 2. SERVICES

1 **\*\*Scope of Services.\*\*** PDR shall provide the following Fleet Manag

- (a) Deploy and maintain an AMR Fleet consisting of twelve (12) cold-optimized robots;
- (b) Implement and manage BlueCore(TM) System navigation infrastru
- (c) Provide 24/7 remote monitoring and support;
- (d) Conduct preventive maintenance and repairs;
- (e) Optimize fleet performance and routing algorithms;
- (f) Provide quarterly performance analytics and recommendations.

2 **\*\*Service Levels.\*\*** PDR shall maintain the Performance Metrics spe

### **3. TERM AND TERMINATION**

1 **\*\*Initial Term.\*\*** This Agreement shall commence on the Effective D

2 **\*\*Renewal.\*\*** This Agreement shall automatically renew for successive

3 **\*\*Termination for Cause.\*\*** Either party may terminate this Agreement

## **4. FEES AND PAYMENT**

1 **\*\*Base Fee.\*\*** Client shall pay PDR a monthly base fee of \$45,000 for

2 **\*\*Performance Bonus.\*\*** Client shall pay additional performance bonus

3 **\*\*Payment Terms.\*\*** Invoices shall be paid within thirty (30) days of

## **5. PDR RESPONSIBILITIES**

1 **\*\*Equipment Maintenance.\*\*** PDR shall:

(a) Maintain AMR Fleet in good working condition;

- (b) Replace or repair malfunctioning units within 24 hours;
- (c) Perform scheduled maintenance during off-peak hours;
- (d) Maintain adequate spare parts inventory on-site.

2 **Software Updates.** PDR shall provide regular updates to the Blu

3 **Training.** PDR shall provide initial and ongoing training to Client'

## 6. CLIENT RESPONSIBILITIES

1 **Facility Access.** Client shall provide PDR with necessary access

2 **Infrastructure.** Client shall maintain required power and network

3 **Safety Compliance.** Client shall ensure Facility safety protocols a

## **7. INTELLECTUAL PROPERTY**

1 PDR retains all rights to the BlueCore(TM) System and related technology.

2 Client receives a non-exclusive license to use the system during the term of this agreement.

## **8. CONFIDENTIALITY**

1 Each party shall protect the other's confidential information with the same degree of care that it uses to protect its own confidential information.

## **9. LIMITATION OF LIABILITY**

1 PDR's aggregate liability shall not exceed fees paid in the twelve months preceding the date of the claim.

2 Neither party shall be liable for consequential or indirect damages.

## **10. INSURANCE**

1 PDR shall maintain comprehensive general liability insurance of at l

2 Client shall maintain property insurance covering the AMR Fleet wh

## **11. MISCELLANEOUS**

1 **\*\*Force Majeure.\*\*** Neither party shall be liable for delays due to cir

2 **\*\*Assignment.\*\*** Neither party may assign this Agreement without p

3 **\*\*Governing Law.\*\*** This Agreement shall be governed by Minnesot

4 **\*\*Entire Agreement.\*\*** This Agreement constitutes the entire unders



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

POLAR DYNAMICS ROBOTICS, INC.

**By:**

Name: Dr. Elena Frost

Title: Chief Executive Officer

**Date:**

ARCTIC STORAGE SOLUTIONS, LLC

**By:**

**Name:**

**Title:**

**Date:** - 9 -

[Exhibits A and B to follow]

