

PERFORMANCE METRICS AGREEMENT

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THIS PERFORMANCE METRICS 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
the "Company")

and

ICEBERG WAREHOUSING, LLC, a Nevada limited liability company

place of business at 4500 Coldfront Drive, Reno, Nevada 89502 ("Customer")

RECITALS

WHEREAS, PDR provides autonomous mobile robots equipped with iRobot's BlueCore(TM) technology for cold storage environments;

WHEREAS, Customer operates temperature-controlled warehousing facilities and desires to implement PDR's robotic solutions;

WHEREAS, the parties wish to establish specific performance metrics and standards for the operation of PDR's autonomous mobile robots within Customer's facilities;

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

1. DEFINITIONS

1 "AMR Units" means the BlueCore(TM)-enabled autonomous mobile

2 "Operating Environment" means Customer's temperature-controlled

3 "Performance Period" means each calendar month during the Term

4 "System Availability" means the percentage of time during Operating

5 "Operating Hours" means 24 hours per day, 7 days per week, exclu

2. PERFORMANCE METRICS

1 System Availability

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Minimum System Availability: 98.5% during Operating Hours

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Calculation Method: $(\text{Actual Available Hours} / \text{Total Operating Hours})$

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Measurement Frequency: Monthly

2 Navigation Accuracy

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Maximum Deviation: 2.5 centimeters from programmed path

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Success Rate: 99.5% of movement operations

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Measurement: Continuous monitoring via BlueCore(TM) telemetry

3 Temperature Performance

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Operating Range: -30 C to +5 C

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Maximum Startup Time: 45 seconds at -30 C

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Battery Performance: Minimum 8 hours continuous operation at -30 C

4 Payload Handling

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Maximum Load: 1,500 kg

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Positioning Accuracy: 1.0 cm at pickup/dropoff points

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Load Security: Zero incidents of load displacement during transport

3. MONITORING AND REPORTING

1 PDR shall provide Customer with access to the BlueCore(TM) Analy

2 Monthly Performance Reports shall include:

- (a) System Availability statistics
- (b) Navigation accuracy measurements
- (c) Temperature performance data
- (d) Payload handling metrics
- (e) Incident reports and resolution status
- (f) Maintenance records

3 Performance Review Meetings shall be conducted quarterly between

4. REMEDIATION

1 Performance Deficiency Notice

If any performance metric falls below specified thresholds for two consecutive Performance Periods, Customer shall provide written notice to PDR.

2 Remediation Plan

PDR shall, within five (5) business days of receiving a Performance Deficiency Notice:

- (a) Investigate the root cause of the deficiency
- (b) Provide Customer with a detailed remediation plan
- (c) Implement corrective measures within agreed timeframes

3 Service Credits

Failure to meet performance metrics for three consecutive Performance Periods shall result in the following service credits:

shall result in service credits as follows:

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System Availability: 5% of monthly service fees

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Navigation Accuracy: 3% of monthly service fees

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Temperature Performance: 4% of monthly service fees

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Payload Handling: 3% of monthly service fees

5. TERM AND TERMINATION

1 Term

This Agreement shall commence on the Effective Date and continue for
(36) months.

2 Termination for Performance

Customer may terminate this Agreement with sixty (60) days written notice.

(a) Performance metrics fall below specified thresholds for six consecutive Performance Periods

(b) PDR fails to implement an agreed remediation plan

(c) Service credits exceed 15% of monthly fees for three consecutive

6. GENERAL PROVISIONS

1 Modification

This Agreement may only be modified by written instrument signed by authorized representatives of both parties.

2 Integration

This Agreement constitutes the entire understanding between the parties.

regarding performance metrics and supersedes all prior discussions.

3 Governing Law

This Agreement shall be governed by the laws of the State of Delaware.

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

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Victoria Wells

Title: Chief Financial Officer

Date:

ICEBERG WAREHOUSING, LLC

By: - 10 -

Name: Robert Frost

Title: Chief Operating Officer

Date:

