

# MAINTENANCE BOND AGREEMENT

THIS MAINTENANCE BOND AGREEMENT (the "Bond") is made effective as of March 1, 2024 (the "Effective Date")

BY AND BETWEEN:

**CryoLogistics International, LLC, a Delaware limited liability company with its principal place of business at 2100 Frost Road, Dover, Delaware 19901 ("Principal")**

AND

**Polar Dynamics Robotics, Inc., a Delaware corporation with its principal place of business at 875 Arctic Circle Drive, Wilmington, Delaware 19801 ("Obligee")**

AND

**Atlantic Surety Corporation, a New York corporation with its principal place of business at 440 Madison Avenue, New York, New York 10022 ("Surety")**

## RECITALS

WHEREAS, Principal has entered into that certain Equipment Purchase and Installation Agreement dated January 15, 2024 (the "Primary Agreement") with Obligee for the purchase, installation, and maintenance of fifteen (15) IceNav-enabled autonomous mobile robots (the "Equipment") at Principal's cold storage facility located at 3300 Glacier Way, Minneapolis, Minnesota 55403 (the "Facility");

WHEREAS, pursuant to Section 8.3 of the Primary Agreement, Principal is required to provide a maintenance bond to guarantee the performance of maintenance obligations for the Equipment for a period of twenty-four (24) months following final installation and acceptance;

WHEREAS, Surety is in the business of providing surety bonds and is willing to act as surety for Principal's maintenance obligations under the terms set forth herein;

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

## 1. BOND AMOUNT AND TERM

1 The penal sum of this Bond shall be Two Million Five Hundred Thousand Dollars (\$2,500,000) (the "Bond Amount").

2 This Bond shall commence on the Effective Date and remain in full force and effect until March 1, 2026 (the "Term"), unless earlier terminated or extended in accordance with the terms hereof.

## **2. SCOPE OF COVERAGE**

1 This Bond guarantees Principal's performance of all maintenance obligations set forth in Exhibit C of the Primary Agreement, including but not limited to:

- (a) Quarterly preventive maintenance inspections
- (b) Emergency repair services with 4-hour response time
- (c) Replacement of defective components
- (d) Software updates and calibration
- (e) Temperature management system optimization
- (f) Navigation system maintenance and updates

2 The Bond shall cover direct costs incurred by Obligor resulting from Principal's failure to perform required maintenance, including:

- (a) Emergency third-party repair services
- (b) Replacement parts and components
- (c) Labor costs for qualified technicians
- (d) System downtime compensation as specified in the Primary Agreement
- (e) Temporary replacement equipment rental

## **3. CLAIMS PROCESS**

1 Obligor shall notify Principal and Surety in writing within forty-eight (48) hours of any maintenance failure or deficiency requiring remedy.

2 Principal shall have seventy-two (72) hours to commence remedial action following receipt of notice.

3 If Principal fails to commence or complete required remedial action, Obligor may make a claim against this Bond by submitting:

- (a) Written notice describing the default
- (b) Documentation of maintenance failure
- (c) Itemized cost estimates for remedy
- (d) Evidence of notice to Principal
- (e) Proof of actual losses incurred

4 Surety shall investigate all claims and render a decision within fifteen (15) business days of receiving a complete claim submission.

#### **4. SURETY'S OBLIGATIONS**

1 Upon validation of a claim, Surety shall, at its option:

- (a) Arrange for Principal to remedy the default
- (b) Remedy the default through third-party contractors
- (c) Pay Obligor's reasonable costs to remedy
- (d) Pay monetary compensation for documented losses

2 Surety's total liability shall not exceed the Bond Amount.

#### **5. GENERAL PROVISIONS**

1 This Bond shall be governed by and construed in accordance with the laws of the State of Delaware.

2 No modification of this Bond shall be effective unless made in writing and signed by all parties.

3 This Bond may not be assigned without prior written consent of Surety.

4 Notices required hereunder shall be in writing and delivered by certified mail or overnight courier to the addresses set forth above.

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

PRINCIPAL:

CRYOLOGISTICS INTERNATIONAL, LLC

**By:**

Name: Robert Winters

Title: Chief Executive Officer

**Date:**

OBLIGEE:

POLAR DYNAMICS ROBOTICS, INC.

**By:**

Name: Dr. Elena Frost

Title: Chief Executive Officer

**Date:**

SURETY:

ATLANTIC SURETY CORPORATION

**By:**

Name: Michael Thompson

Title: Senior Vice President

**Date:**

[SURETY SEAL]