

ROBOT INTEGRATION CONTRACT

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THIS ROBOT INTEGRATION CONTRACT (the "Agreement") is made
February 15, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its
principal place of business at 2100 Frost Innovation Drive, Cambridge, MA 02142 ("Polar Dynamics")

and

FROZEN FOODS INTERNATIONAL, LLC, a Nevada corporation with its
principal place of business at 500 Cold Storage Parkway, Henderson, NV 89014 ("Frozen Foods")

RECITALS

WHEREAS, Contractor specializes in the development, deployment, and maintenance of autonomous mobile robots designed for extreme cold environment

WHEREAS, Client operates temperature-controlled storage and distribution facilities and desires to implement automated material handling solutions

WHEREAS, Client wishes to engage Contractor to provide and integrate BlueCore(TM) autonomous mobile robot system into Client's Henderson

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

1. DEFINITIONS

1 "BlueCore(TM) System" means Contractor's proprietary cold-environment

2 "Integration Services" means the services provided by Contractor to

3 "Facility" means Client's temperature-controlled distribution center located

4 "Acceptance Criteria" means the performance standards and testing

2. SCOPE OF SERVICES

1 System Implementation. Contractor shall:

(a) Deliver and install twelve (12) BlueCore(TM) autonomous mobile robots

(b) Configure the fleet management system

(c) Integrate with Client's warehouse management system

(d) Implement safety protocols and emergency procedures

(e) Provide system documentation and training materials

2 Timeline. Implementation shall commence within 30 days of the Effective Date.

3. COMPENSATION

1 Implementation Fee. Client shall pay Contractor a total implementation fee of \$10,000.

(a) 30% upon contract execution

(b) 40% upon hardware delivery

(c) 30% upon system acceptance

2 Annual Maintenance. Client shall pay annual maintenance fees of \$2,000 per year.

4. ACCEPTANCE TESTING

1 Testing Procedure. Contractor shall conduct acceptance testing per

2 Acceptance Criteria. System shall demonstrate:

- (a) 99.5% uptime in sub-zero environments
- (b) Navigation accuracy within 2cm
- (c) Zero safety incidents during 72-hour continuous operation
- (d) Successful completion of all test scenarios

5. WARRANTIES AND REPRESENTATIONS

1 Contractor warrants that:

- (a) The BlueCore(TM) System will perform according to specifications
- (b) All components are rated for operation at -30 F
- (c) Integration Services will be performed in a professional manner

(d) No third-party intellectual property rights are infringed

2 Warranty Period. Hardware warranty extends 12 months from acceptance

6. INTELLECTUAL PROPERTY

1 Ownership. Contractor retains all intellectual property rights in the B

2 License Grant. Client receives a non-exclusive license to use the sy

7. CONFIDENTIALITY

1 Definition. "Confidential Information" includes technical data, trade s

2 Protection. Each party shall protect confidential information using re

8. LIMITATION OF LIABILITY

1 Cap. Contractor's liability shall not exceed fees paid under this Agreement.

2 Exclusions. Limitation does not apply to:

- (a) Gross negligence
- (b) Willful misconduct
- (c) Personal injury
- (d) Property damage

9. TERM AND TERMINATION

1 Term. Agreement continues until terminated per Section 9.2.

2 Termination Rights:

- (a) Material breach with 30 days' notice
- (b) Bankruptcy or insolvency
- (c) Force majeure exceeding 90 days

10. GENERAL PROVISIONS

1 Insurance. Contractor shall maintain:

- (a) Commercial general liability: \$5M
- (b) Professional liability: \$2M
- (c) Workers' compensation: Statutory limits

2 Governing Law. Delaware law governs this Agreement.

3 Dispute Resolution. Arbitration in Wilmington, Delaware.

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:

FROZEN FOODS INTERNATIONAL, LLC

By:

Name:

Title:

Date: - 9 -

