

SERVICE CONTRACT AMENDMENT NO. 3

COLD STORAGE FACILITY SERVICES AGREEMENT

THIS AMENDMENT NO. 3 (the "Amendment") to the Cold Storage Facility Services Agreement dated March 1, 2022 (the "Original Agreement") is made and entered into as of January 15, 2024 (the "Amendment Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 2850 Arctic Circle Drive, Cambridge, Massachusetts 02142 ("PDR" or the "Company")

and

POLARCOLD STORAGE SOLUTIONS, LLC, a Minnesota limited liability company with its principal place of business at 4501 Refrigeration Way, Minneapolis, Minnesota 55403 ("Service Provider")

(each a "Party" and collectively the "Parties")

RECITALS

WHEREAS, the Parties entered into the Original Agreement for the provision of cold storage testing facilities and related services for PDR's autonomous mobile robots;

WHEREAS, the Parties subsequently executed Amendment No. 1 dated June 15, 2022, and Amendment No. 2 dated January 10, 2023;

WHEREAS, the Parties desire to further amend the Original Agreement to accommodate expanded testing requirements for PDR's next-generation IceNav(TM) navigation system and modified thermal management protocols;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1 Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Original Agreement.

2 "Extended Testing Period" means any continuous testing period exceeding seventy-two (72) hours in duration.

3 "Thermal Cycling Protocol" means the standardized temperature variation sequence specified in Exhibit A of this Amendment.

2. AMENDMENTS TO ORIGINAL AGREEMENT

1 Section 3.2 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"Service Provider shall maintain all testing chambers at temperatures between -40 C and +25 C, with humidity control capabilities between 20% and 95% RH, as specified in the testing protocols provided by PDR. Temperature stability shall be maintained within 0.5 C of the specified setpoint during all testing periods."

2 Section 4.1 of the Original Agreement is hereby amended to add the following subsection:

"(f) For Extended Testing Periods, Service Provider shall provide 24/7 remote monitoring capabilities through its secure web portal, including real-time access to temperature, humidity, and power consumption data, with automated alerts for any deviations exceeding specified parameters."

3 The fee schedule in Exhibit B of the Original Agreement is hereby amended to include the following additional services:

Extended Testing Period Surcharge: \$2,500 per 24-hour period

Thermal Cycling Protocol Implementation: \$3,750 per cycle

Remote Monitoring Access: \$750 per month

Emergency Technical Support: \$275 per hour

3. ADDITIONAL PROVISIONS

1 Testing Priority

Service Provider shall provide PDR with priority access to testing facilities for all pre-scheduled Extended Testing Periods, subject to minimum 14-day advance notice.

2 Technical Support

Service Provider shall maintain at least one qualified technical support staff member on-call during all Extended Testing Periods to respond to any critical issues within two (2) hours.

3 Data Security

All testing data, including temperature logs, system performance metrics, and video recordings, shall be treated as PDR's Confidential Information and stored in accordance with the data security requirements specified in Section 8 of the Original Agreement.

4. TERM AND TERMINATION

1 This Amendment shall become effective as of the Amendment Effective Date and shall remain in effect for the duration of the Original Agreement, including any renewals or extensions thereof.

2 Termination of the Original Agreement shall automatically terminate this Amendment.

5. GENERAL PROVISIONS

1 Integration

This Amendment, together with the Original Agreement (as previously amended), constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

2 No Other Modifications

Except as expressly modified by this Amendment, all terms and conditions of the Original Agreement shall remain in full force and effect.

3 Counterparts

This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed original signatures.

6. GOVERNING LAW

This Amendment shall be governed by and construed in accordance with the laws of the State of

Delaware, without giving effect to any choice of law or conflict of law provisions.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date.

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Katherine Wells

Title: Chief Financial Officer

Date:

POLARCOLD STORAGE SOLUTIONS, LLC

By:

Name: Robert Frost

Title: Chief Executive Officer

Date:

EXHIBIT A

THERMAL CYCLING PROTOCOL

[Detailed technical specifications intentionally omitted]