

FACILITY ASSESSMENT CONTRACT

THIS FACILITY ASSESSMENT CONTRACT (the "Agreement") is made effective as of January 15, 2024 (the "Effective Date"), by and between:

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

and

FROSTLINE STORAGE SOLUTIONS, LLC, a Minnesota corporation with its principal place of business at 4501 Cold Storage Way, Minneapolis, MN 55403 ("FrostLine" or the "Facility Owner")

RECITALS

WHEREAS, PDR develops and manufactures autonomous mobile robots designed for cold storage and temperature-controlled environments;

WHEREAS, FrostLine operates industrial cold storage facilities and seeks to evaluate the potential implementation of PDR's robotic systems;

WHEREAS, PDR requires access to FrostLine's facilities to conduct comprehensive technical assessments prior to proposing a custom automation solution;

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

1. SCOPE OF ASSESSMENT

1 ****Facility Location****. The assessment shall be conducted at FrostLine's Minneapolis Central facility located at 4501 Cold Storage Way, Minneapolis, MN 55403 (the "Facility").

2 ****Assessment Activities****. PDR shall perform the following assessment activities:

- (a) Environmental condition mapping and temperature zone analysis
- (b) Facility layout documentation and 3D scanning
- (c) Network infrastructure evaluation
- (d) Traffic flow and operational pattern analysis
- (e) Safety system compatibility assessment

- (f) Integration point identification
- (g) Performance requirement validation

3 ****Timeline****. The assessment shall be completed within thirty (30) business days of the Effective Date.

2. ACCESS AND SUPPORT

1 ****Facility Access****. FrostLine shall provide PDR's designated assessment team with:

- (a) Supervised access to all relevant areas of the Facility
- (b) Necessary security credentials and safety equipment
- (c) Access during normal business hours (6:00 AM - 6:00 PM CST)
- (d) Designated parking and staging areas

2 ****Technical Support****. FrostLine shall provide:

- (a) As-built facility drawings and specifications
- (b) Network architecture documentation
- (c) Current operational procedures
- (d) Safety protocols and requirements
- (e) Historical temperature logging data

3. CONFIDENTIALITY

1 ****Confidential Information****. All information obtained during the assessment shall be deemed Confidential Information as defined in the Mutual Non-Disclosure Agreement dated January 5, 2024 between the parties.

2 ****Data Protection****. PDR shall:

- (a) Store all assessment data on encrypted devices
- (b) Restrict access to authorized personnel only
- (c) Not remove original documents from the Facility
- (d) Return or destroy all copies upon request

4. DELIVERABLES

1 ****Assessment Report****. PDR shall deliver:

- (a) Comprehensive facility assessment report
- (b) Technical feasibility analysis
- (c) Preliminary integration recommendations
- (d) ROI projection model
- (e) Implementation risk assessment

2 ****Format****. All deliverables shall be provided in electronic format (PDF and native files) within fifteen (15) business days of assessment completion.

5. FEES AND PAYMENT

1 ****Assessment Fee****. FrostLine shall pay PDR a fixed fee of \$75,000 for the assessment.

2 ****Payment Schedule****:

- (a) 50% (\$37,500) due upon execution of this Agreement
- (b) 50% (\$37,500) due upon delivery of final assessment report

3 ****Expenses****. FrostLine shall reimburse reasonable travel and accommodation expenses, not to exceed \$15,000 without prior written approval.

6. INTELLECTUAL PROPERTY

1 ****Ownership****. PDR shall retain ownership of all:

- (a) Pre-existing intellectual property
- (b) Assessment methodologies
- (c) Proprietary tools and software
- (d) Analysis techniques

2 ****License****. FrostLine shall receive a non-exclusive license to use the assessment deliverables for internal purposes only.

7. LIABILITY AND INSURANCE

1 ****Insurance****. PDR shall maintain:

- (a) Commercial General Liability: \$2,000,000 per occurrence
- (b) Professional Liability: \$5,000,000 aggregate

(c) Workers' Compensation: As required by law

2 ****Limitation of Liability****. PDR's total liability shall not exceed the assessment fee paid.

8. TERMINATION

1 ****Termination Rights****. Either party may terminate this Agreement:

(a) Upon 30 days written notice

(b) Immediately for material breach

(c) Upon force majeure lasting over 30 days

2 ****Effect of Termination****. Upon termination:

(a) PDR shall cease all assessment activities

(b) FrostLine shall pay for work completed

(c) Each party shall return confidential information

9. GENERAL PROVISIONS

1 ****Governing Law****. This Agreement shall be governed by Minnesota law.

2 ****Dispute Resolution****. Disputes shall be resolved through binding arbitration in Minneapolis, MN.

3 ****Assignment****. Neither party may assign this Agreement without written consent.

4 ****Amendments****. This Agreement may only be modified in writing signed by both parties.

5 ****Entire Agreement****. This Agreement constitutes the complete understanding between the parties.

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

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Katherine Wells

Title: Chief Financial Officer

Date:

FROSTLINE STORAGE SOLUTIONS, LLC

By:

Name: Michael Bergstrom

Title: Chief Operating Officer

Date: