

SERVICE CONTRACT

THIS SERVICE CONTRACT (the "Agreement") is made effective as of February 1, 2024 (the "Effective Date"), by and between:

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

and

COLDCHAIN EXPRESS, LLC, a Nevada corporation with its principal place of business at 4500 Refrigeration Way, Henderson, NV 89074 ("Customer")

1. RECITALS

WHEREAS, Provider specializes in the development and deployment of autonomous mobile robots designed for cold storage environments;

WHEREAS, Customer operates temperature-controlled logistics facilities and seeks to implement automated material handling solutions;

WHEREAS, Customer desires to engage Provider to supply and maintain autonomous mobile robots and related services, and Provider desires to provide such services under the terms and conditions set forth herein;

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

2. DEFINITIONS

1 "AMR Units" means Provider's IceNav-enabled autonomous mobile robots specifically configured for operation in sub-zero environments.

2 "Services" means the installation, configuration, maintenance, and support of AMR Units, including software updates and technical support.

3 "Facility" means Customer's temperature-controlled warehouse located at 4500 Refrigeration Way, Henderson, NV 89074.

4 "System" means the complete AMR deployment, including hardware, software, and supporting

infrastructure.

3. SCOPE OF SERVICES

1 Provider shall:

- (a) Supply and install twelve (12) AMR Units at the Facility
- (b) Configure the IceNav navigation system for the Facility layout
- (c) Provide initial staff training and certification
- (d) Perform quarterly maintenance and calibration
- (e) Provide 24/7 technical support
- (f) Supply software updates and security patches

2 Implementation Schedule:

- (a) Phase 1: Initial site assessment and preparation (Weeks 1-2)
- (b) Phase 2: AMR Unit installation and testing (Weeks 3-6)
- (c) Phase 3: Staff training and system validation (Weeks 7-8)
- (d) Phase 4: Production deployment (Week 9)

4. COMPENSATION

1 Base Fee: Customer shall pay Provider a base fee of \$720,000 for the AMR Units and initial implementation.

2 Maintenance Fee: Customer shall pay an annual maintenance fee of \$144,000, payable in quarterly installments.

3 Payment Terms: All invoices are due within thirty (30) days of receipt.

5. TERM AND TERMINATION

1 Term: This Agreement shall commence on the Effective Date and continue for an initial term of thirty-six (36) months.

2 Renewal: This Agreement shall automatically renew for successive twelve (12) month periods unless either party provides written notice of non-renewal at least ninety (90) days prior to the end of the current term.

3 Termination for Cause: Either party may terminate this Agreement upon thirty (30) days written notice for material breach by the other party.

6. WARRANTIES AND REPRESENTATIONS

1 Provider warrants that:

- (a) The AMR Units will perform according to specifications in temperatures down to -30 C
- (b) The System will maintain 98% uptime during operational hours
- (c) All Services will be performed in a professional manner

2 Customer warrants that:

- (a) It will maintain the Facility environment within specified parameters
- (b) It will follow all prescribed maintenance and operation procedures
- (c) Only trained personnel will interact with the System

7. LIMITATION OF LIABILITY

1 Neither party shall be liable for any indirect, incidental, special, or consequential damages.

2 Provider's total liability under this Agreement shall not exceed the amounts paid by Customer in the twelve (12) months preceding the claim.

8. CONFIDENTIALITY

1 Each party shall protect the other's confidential information with the same degree of care as its own confidential information, but not less than reasonable care.

2 This obligation shall survive termination of this Agreement for a period of five (5) years.

9. INTELLECTUAL PROPERTY

1 Provider retains all rights to its intellectual property, including the IceNav platform and related technologies.

2 Customer receives a non-exclusive license to use the System during the term of this Agreement.

10. MISCELLANEOUS

1 Force Majeure: Neither party shall be liable for delays due to causes beyond its reasonable control.

2 Assignment: This Agreement may not be assigned without the other party's written consent.

3 Governing Law: This Agreement shall be governed by Delaware law.

4 Entire Agreement: This Agreement constitutes the entire understanding between the parties.

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

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Elena Frost, Ph.D.

Title: Chief Executive Officer

Date:

COLDCHAIN EXPRESS, LLC

By:

Name: Robert Martinez

Title: Chief Operations Officer

Date: