

## **SERVICE CONTRACT AMENDMENT NO. 3**

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### **COLD CHAIN LOGISTICS SERVICES AGREEMENT**

THIS AMENDMENT NO. 3 (the "Amendment") to the Cold Chain Logistics Services Agreement dated April 15, 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 2100 Arctic Way, Suite 400, Boston, Massachusetts 02128 ("Provider")

and - 1 -

POLAR EXPRESS CHAIN SOLUTIONS, LLC, a Nevada limited liability company, with its principal place of business at 850 Freezer Boulevard, Henderson, Nevada 89015 ("Customer")

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

## **RECITALS**

WHEREAS, the Parties entered into the Original Agreement for the purchase and use of autonomous mobile robot (AMR) systems and related services for Customer's warehouse storage facilities;

WHEREAS, the Parties desire to amend certain terms of the Original Agreement to accommodate Customer's expanded operational requirements and the

additional BlueCore(TM)-enabled AMR units;

WHEREAS, this Amendment modifies specific provisions of the Original Agreement while leaving all other terms and conditions unchanged and in full force and effect;

NOW, THEREFORE, in consideration of the mutual covenants and agreements 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 following meanings:

2 "Additional Deployment Sites" means Customer's new cold storage facilities located at:

(a) 4200 Glacier Road, Minneapolis, Minnesota 55401

(b) 789 Frost Avenue, Denver, Colorado 80216

## **2. AMENDMENTS**

1 Section 2.3 (Deployment Scope) of the Original Agreement is hereby

2 Section 3.1 (Equipment Specifications) is amended to include the following:

(a) Twenty (20) BlueCore(TM) Series 4000 AMR units

(b) Four (4) BlueCore(TM) charging stations per Additional Deployment

(c) Associated navigation infrastructure and control systems

3 Section 4.2 (Service Fees) is amended to reflect the following revisions:

(a) Monthly service fee per AMR unit: \$2,850

(b) Annual maintenance fee per site: \$45,000

(c) Emergency response fee: \$750 per incident

(d) Software licensing fee: \$15,000 per month per site

4 Section 5.1 (Service Levels) is amended to include:

(a) 99.9% uptime guarantee for all AMR units in sub-zero environments

(b) 30-minute response time for critical system failures

(c) Quarterly preventive maintenance inspections

(d) Monthly performance optimization reviews

### **3. ADDITIONAL TERMS**

#### **1 Implementation Schedule**

Provider shall complete the deployment of AMR systems at the Additional

Deployment Sites according to the following schedule:

(a) Minneapolis facility: No later than March 31, 2024

(b) Denger facility: No later than April 30, 2024

## 2 Training Requirements

Provider shall conduct comprehensive training sessions for Customer at each Additional Deployment Site, including:

- (a) System operation and maintenance procedures
- (b) Emergency response protocols
- (c) Safety compliance requirements
- (d) Performance monitoring and reporting

## 3 Technical Support

Provider shall establish dedicated technical support resources for the Additional Deployment Sites, including:

- (a) 24/7 remote monitoring and support
- (b) On-site technical personnel during initial 30-day deployment

(c) Quarterly system audit and optimization services

## **4. REPRESENTATIONS AND WARRANTIES**

1 Provider represents and warrants that:

(a) All AMR units shall maintain operational capability in temperatures as low as -30 F (-34.4 C)

(b) BlueCore(TM) technology shall perform according to specifications set forth in the Original Agreement

(c) All equipment shall comply with applicable safety and regulatory requirements

2 Customer represents and warrants that:

(a) Additional Deployment Sites meet all specified facility requirements

(b) Necessary permits and authorizations have been obtained

(c) Site preparation will be completed according to Provider's specifications.

## **5. TERM AND TERMINATION**

1 This Amendment shall commence on the Amendment Effective Date.

2 Termination rights and obligations set forth in the Original Agreement shall apply to this Amendment.

## **6. GENERAL PROVISIONS**

1 Integration

This Amendment and the Original Agreement constitute the entire agreement between the Parties regarding the subject matter hereof.

2 Governing Law



This Amendment shall be governed by and construed in accordance with the law of the State of Delaware.

### 3 Counterparts

This Amendment may be executed in counterparts, each of which shall be deemed to be an original.

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

POLAR DYNAMICS ROBOTICS, INC.

**By:**

Name: Victoria Wells

Title: Chief Financial Officer

**Date:**

POLAR~~g~~EXPRESS CHAIN SOLUTIONS, LLC

**By:**

Name: Robert Frost

Title: Chief Operating Officer

**Date:**

