

## PERFORMANCE MONITORING CONTRACT - ICEBOX STORAGE

### PERFORMANCE MONITORING CONTRACT -

THIS PERFORMANCE MONITORING CONTRACT (the "Agreement")  
February 1, 2024 (the "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 02118  
(the "Company")

AND

ICEBOX STORAGE SOLUTIONS, LLC, a Michigan corporation with its

of business at 15500 Refrigeration Drive, Detroit, Michigan 48226 ("C

## **RECITALS**

WHEREAS, PDR provides autonomous mobile robots equipped with i  
BlueCore(TM) technology for operation in sub-zero environments;

WHEREAS, Client operates temperature-controlled storage facilities a  
implement PDR's robotic solutions;

WHEREAS, the parties desire to establish performance monitoring pr  
standards for PDR's autonomous mobile robots deployed at Client's fa

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

## **1. DEFINITIONS**

1 "Autonomous Mobile Robots" or "AMRs" means PDR's cold-environment

2 "Performance Metrics" means the quantitative and qualitative measures

3 "Monitoring Period" means each calendar month during the Term.

4 "Performance Standards" means the minimum operational requirements

5 "Monitoring System" means PDR's proprietary performance tracking system

## **2. MONITORING SYSTEM IMPLEMENTATION**

1 PDR shall install and maintain its Monitoring System at Client's facilities

2 The Monitoring System shall collect data including, but not limited to

- (a) Navigation accuracy
- (b) Pick/place success rate
- (c) Battery performance
- (d) Operating temperature
- (e) System uptime
- (f) Error rates and types
- (g) Task completion times

3 Client shall provide necessary facility access and network connectivity

### **3. PERFORMANCE STANDARDS**

1 AMRs shall maintain the following minimum performance standards

- (a) 98% navigation accuracy
- (b) 99.5% pick/place success rate
- (c) 95% battery efficiency in sub-zero conditions
- (d) 99% system uptime
- (e) Maximum error rate of 0.1%
- (f) Task completion within 110% of specified times

2 Performance shall be measured continuously and averaged over ea

3 PDR shall provide monthly performance reports within five (5) busin

## **4. REMEDIATION**

1 If any Performance Standard is not met during a Monitoring Period,

- (a) Investigate the cause within 24 hours

(b) Provide written explanation within 48 hours

(c) Implement corrective action within 72 hours

(d) Verify resolution within 5 business days

2 Repeated failures to meet Performance Standards may trigger remedial action

## **5. MAINTENANCE AND SUPPORT**

1 PDR shall provide preventive maintenance according to the schedule

2 Emergency support shall be available 24/7 with maximum response time

3 PDR shall maintain spare parts inventory sufficient for 48-hour replacement

## **6. TERM AND TERMINATION**

1 This Agreement shall commence on the Effective Date and continue

2 Either party may terminate for cause with 30 days' written notice if:

- (a) The other party materially breaches this Agreement
- (b) Performance Standards are not met for 3 consecutive months
- (c) Force majeure events persist beyond 60 days

## **7. REMEDIES AND PENALTIES**

1 Failure to meet Performance Standards shall result in service credits

- (a) 5% of monthly fees for first occurrence
- (b) 10% for second consecutive occurrence
- (c) 15% for third consecutive occurrence

2 Client may terminate without penalty after third consecutive occurrence

## **8. CONFIDENTIALITY**

1 All performance data and reports shall be treated as Confidential Information.

2 Neither party shall disclose Confidential Information without prior written consent.

## **9. LIMITATION OF LIABILITY**

1 PDR's aggregate liability shall not exceed fees paid in previous 12 months.

2 Neither party shall be liable for indirect, consequential, or punitive damages.

## **10. MISCELLANEOUS**

1 This Agreement shall be governed by Delaware law.



2 Disputes shall be resolved through binding arbitration in Boston, Ma

3 This Agreement constitutes the entire understanding between the p

IN WITNESS WHEREOF, the parties have executed this Agreement a  
Date.

POLAR DYNAMICS ROBOTICS, INC.

**By:**

Name: Victoria Wells

Title: Chief Financial Officer

**Date:**

ICEBOX STORAGE SOLUTIONS, LLC

**By:** - 9 -

**Name:**

**Title:**

**Date:**

[Exhibits A and B to follow]

