

DEPLOYMENT CONTRACT

THIS DEPLOYMENT CONTRACT (the "Agreement") is made effective as of February 15, 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, Cambridge, Massachusetts 02142 ("Contractor")

and

FROSTTECH PHARMACEUTICALS, INC., a Delaware corporation with its principal place of business at 500 Cold Storage Boulevard, Durham, North Carolina 27701 ("Client")

RECITALS

WHEREAS, Contractor specializes in the development, deployment, and maintenance of temperature-hardened autonomous mobile robots ("AMRs") designed for cold storage environments;

WHEREAS, Client operates pharmaceutical manufacturing and storage facilities requiring automated material handling solutions capable of functioning in controlled temperature environments;

WHEREAS, Client desires to engage Contractor to deploy its IceNav-enabled AMR systems within Client's Durham manufacturing facility (the "Facility"); and

WHEREAS, Contractor desires to provide such deployment services under the terms and conditions set forth herein.

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

1. DEFINITIONS

1 "Deployment Services" means the installation, configuration, testing, and commissioning of the AMR System as specified in Exhibit A.

2 "AMR System" means Contractor's autonomous mobile robots, including the IceNav navigation platform, thermal management systems, and associated control software.

3 "Acceptance Criteria" means the performance standards and operational requirements specified in Exhibit B.

4 "Project Timeline" means the deployment schedule and milestones set forth in Exhibit C.

2. SCOPE OF SERVICES

1 Contractor shall provide the Deployment Services at the Facility according to the Project Timeline.

2 Deployment Services shall include:

- (a) Site assessment and preparation
- (b) Installation of navigation infrastructure
- (c) AMR System deployment and configuration
- (d) Integration with Client's warehouse management system
- (e) Performance testing and validation
- (f) Staff training and documentation
- (g) Post-deployment support

3 Contractor shall provide all necessary personnel, equipment, and materials required for the Deployment Services.

3. CLIENT OBLIGATIONS

1 Client shall:

- (a) Provide access to the Facility during agreed-upon installation periods
- (b) Ensure proper environmental conditions as specified in Exhibit D
- (c) Make available necessary technical documentation and facility layouts
- (d) Designate a project coordinator as primary point of contact
- (e) Facilitate integration with existing systems and infrastructure

4. ACCEPTANCE TESTING

1 Upon completion of deployment, the AMR System shall undergo acceptance testing per Exhibit B.

2 Client shall have fifteen (15) business days to evaluate system performance.

3 Acceptance shall be deemed granted upon:

- (a) Written confirmation from Client; or
- (b) Successful completion of acceptance criteria without material issues for 30 consecutive days

5. COMPENSATION

1 Client shall pay Contractor a total fee of \$875,000 USD for the Deployment Services.

2 Payment schedule:

- (a) 30% upon contract execution
- (b) 40% upon hardware installation completion
- (c) 30% upon final acceptance

3 Additional services beyond the scope shall be billed at rates specified in Exhibit E.

6. WARRANTIES

1 Contractor warrants that:

- (a) Deployment Services will be performed in a professional manner
- (b) AMR System will meet specifications in Exhibit A
- (c) System will operate in temperatures down to -30 C
- (d) IceNav platform will maintain specified accuracy levels

2 Warranty period shall be twelve (12) months from acceptance date.

7. INTELLECTUAL PROPERTY

1 Contractor retains all intellectual property rights in the AMR System.

2 Client receives a non-exclusive license to use the deployed system.

3 Any improvements developed during deployment shall belong to Contractor.

8. CONFIDENTIALITY

1 Each party shall protect confidential information received from the other.

2 Confidentiality obligations survive for five (5) years post-termination.

9. LIMITATION OF LIABILITY

1 Contractor's liability shall not exceed total fees paid under this Agreement.

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

10. TERM AND TERMINATION

1 Agreement terminates upon completion of Deployment Services and acceptance.

2 Either party may terminate for material breach with 30 days' notice.

11. GENERAL PROVISIONS

1 Force Majeure

2 Assignment

3 Governing Law: Delaware

4 Dispute Resolution

5 Entire Agreement

6 Amendments

7 Severability

8 Notices

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:

FROSTTECH PHARMACEUTICALS, INC.

By:

Name:

Title:

Date:

[Exhibits A-E to follow]