

INVESTORS' RIGHTS AGREEMENT

THIS INVESTORS' RIGHTS AGREEMENT (this "Agreement") is made and entered into as of March 15, 2024, by and among POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation (the "Company"), and the investors listed on Schedule A hereto (each, an "Investor" and collectively, the "Investors").

RECITALS

WHEREAS, the Investors are purchasing shares of the Company's Series C Preferred Stock pursuant to that certain Series C Preferred Stock Purchase Agreement dated as of March 15, 2024 (the "Purchase Agreement"); and

WHEREAS, as a condition to entering into the Purchase Agreement, the Investors and the Company hereby agree that this Agreement shall govern certain rights of the Investors and shall govern certain other matters as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. DEFINITIONS

1 "Common Stock" means shares of the Company's common stock, par value \$0.001 per share.

2 "Derivative Securities" means any securities or rights convertible into, or exercisable or exchangeable for, Common Stock.

3 "IPO" means the Company's first underwritten public offering of its Common Stock pursuant to an effective registration statement under the Securities Act of 1933.

4 "New Securities" means any capital stock of the Company issued after the date of this Agreement.

5 "Preferred Stock" means the Series A Preferred Stock, Series B Preferred Stock, and Series C Preferred Stock.

2. REGISTRATION RIGHTS

1 ****Demand Registration****. If at any time after the earlier of (i) three (3) years after the date of this Agreement or (ii) six (6) months after the effective date of the IPO, the Company receives a request

from Investors holding at least 30% of the Registrable Securities then outstanding, the Company shall file a Form S-1 registration statement covering at least 30% of the Registrable Securities.

2 ****Piggyback Registration****. The Company shall notify all holders of Registrable Securities in writing at least thirty (30) days prior to the filing of any registration statement under the Securities Act for purposes of a public offering of securities of the Company.

3. INFORMATION RIGHTS

1 ****Delivery of Financial Statements****. The Company shall deliver to each Investor:

- (a) Audited annual financial statements within ninety (90) days after the end of each fiscal year;
- (b) Unaudited quarterly financial statements within forty-five (45) days after the end of each fiscal quarter;
- (c) Monthly financial statements within thirty (30) days after the end of each month.

2 ****Inspection Rights****. The Company shall permit each Investor holding at least 5% of the outstanding Preferred Stock to visit and inspect the Company's properties and examine its books of account and records.

4. RIGHTS TO FUTURE STOCK ISSUANCES

1 ****Right of First Offer****. Subject to the terms and conditions of this Section 4, the Company hereby grants to each Investor holding at least 500,000 shares of Preferred Stock the right of first offer to purchase its pro rata share of New Securities.

2 ****Notice****. The Company shall give notice to each Investor of its intention to issue New Securities, describing the type, price, and terms thereof.

5. PROTECTIVE PROVISIONS

1 The Company shall not, without the written consent of holders of at least 66 % of the outstanding Preferred Stock:

- (a) Liquidate, dissolve or wind-up the business;
- (b) Amend the Certificate of Incorporation;
- (c) Create any new series of Preferred Stock;

(d) Increase or decrease the authorized number of directors.

6. BOARD MATTERS

1 **Size of Board**. The Board of Directors shall consist of seven (7) directors.

2 **Series C Director**. The holders of Series C Preferred Stock shall be entitled to elect one (1) director.

7. MISCELLANEOUS

1 **Successors and Assigns**. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

2 **Governing Law**. This Agreement shall be governed by and construed under the laws of the State of Delaware.

3 **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original.

4 **Titles and Subtitles**. The titles and subtitles used in this Agreement are for convenience only.

5 **Notices**. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery or electronic transmission.

IN WITNESS WHEREOF, the parties have executed this Investors' Rights Agreement as of the date first above written.

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name: Elena Frost

Title: Chief Executive Officer

INVESTORS:

[Signature pages to follow]

SCHEDULE A

List of Investors

Automation Ventures Fund III, L.P.

Frost Innovation Capital

Northern Tech Growth Partners

Industrial IoT Fund II

Strategic Robotics Investment Fund