

**INTEGRATION CONTRACT**

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THIS INTEGRATION CONTRACT (the "Agreement") is made and entered into on this 15th day of January, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 2500 Arctic Circle Drive, Suite 400, Cambridge, MA 02142 (hereinafter referred to as the "Company")

and

COLDTECH SOLUTIONS LTD., a Massachusetts corporation with its principal place of business at 100 North Street, Boston, MA 02110 (hereinafter referred to as the "Company")

business at 175 Frost Road, Worcester, MA 01605 ("ColdTech")

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

## **RECITALS**

WHEREAS, PDR develops and manufactures autonomous mobile robots using its proprietary BlueCore(TM) technology for cold environment applications;

WHEREAS, ColdTech provides specialized cold storage management software solutions for industrial refrigeration facilities;

WHEREAS, the Parties desire to integrate their respective technologies to provide enhanced functionality for cold storage automation applications; and

WHEREAS, the Parties wish to establish the terms and conditions under which the integration will be developed, implemented, and maintained.

NOW, ~~THE~~ <sup>2</sup>HEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

- 1 "BlueCore(TM) Platform" means PDR's proprietary cold-resistant network architecture.
- 2 "ColdTech System" means ColdTech's proprietary warehouse management system.
- 3 "Integrated Solution" means the combined technology solution resulting from the integration of the BlueCore Platform and the ColdTech System.
- 4 "Integration Specifications" means the technical requirements and standards for the integration of the BlueCore Platform and the ColdTech System.

2. SCOPE OF INTEGRATION

- 1 Technical Integration. The Parties shall collaborate to develop the Integrated Solution for the purpose of providing a comprehensive cold-chain logistics solution to the market.

- (a) API development and implementation
- (b) Data exchange protocols
- (c) User interface integration
- (d) Performance optimization for sub-zero environments

2 Testing and Validation. The Parties shall jointly conduct testing of the

### **3. DEVELOPMENT RESPONSIBILITIES**

1 PDR Responsibilities:

- (a) Provide BlueCore(TM) Platform API documentation
- (b) Develop necessary integration modules
- (c) Provide technical support during integration
- (d) Conduct performance testing in cold environments

2 ColdTech Responsibilities:

- (a) Provide ColdTech System API documentation
- (b) Implement required software modifications
- (c) Ensure compatibility with existing installations
- (d) Provide integration testing environment

## **4. INTELLECTUAL PROPERTY**

1 Existing IP. Each Party retains all rights to its pre-existing intellectual

2 Integration IP. Newly developed integration components shall be joint

3 Cross-Licensing. The Parties grant each other limited licenses to use

## **5. COMMERCIAL TERMS**

1 Revenue Sharing. Net revenues from the Integrated Solution shall be

(a) Hardware-related revenue: 70% PDR, 30% ColdTech

(b) Software-related revenue: 30% PDR, 70% ColdTech

2 Costs. Each Party shall bear its own costs related to the integration

## **6. SUPPORT AND MAINTENANCE**

1 Technical Support. Both Parties shall provide second-level support

2 Updates. Each Party shall provide the other with advance notice of

## **7. TERM AND TERMINATION**

1 Term. This Agreement shall commence on the Effective Date and c

2 Termination Rights. Either Party may terminate this Agreement:

(a) Upon material breach with 30 days' written notice

(b) Immediately upon bankruptcy or insolvency of the other Party

## **8. CONFIDENTIALITY**

1 Confidential Information. All technical and business information exchanged

2 Exceptions. Standard exceptions apply for publicly available information

## **9. WARRANTIES AND LIMITATIONS**

1 Each Party warrants that it has the right to enter into this Agreement

2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY

## 10. GENERAL PROVISIONS

1 Governing Law. This Agreement shall be governed by the laws of the State of California.

2 Assignment. Neither Party may assign this Agreement without prior written consent of the other Party.

3 Force Majeure. Standard force majeure provisions apply.

4 Entire Agreement. This Agreement constitutes the entire understanding between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement  
Date.

POLAR DYNAMICS ROBOTICS, INC.

**By:**



Name: ~~Dr.~~ Elena Frost

Title: Chief Executive Officer

**Date:**

COLDTECH SOLUTIONS LTD.

**By:**

Name: Robert Winters

Title: President

**Date:**

[Exhibits A and B to be attached]

