

**SYSTEM INTEGRATION CONTRACT**

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THIS SYSTEM INTEGRATION CONTRACT (the "Agreement") is made this 15th day of February, 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, Burlington, Massachusetts 01803 ("Integrator")

and

FROST LOGISTICS INC., a Nevada corporation with its principal place of business at 10000 Las Vegas Blvd. S., Suite 100, Las Vegas, Nevada 89135 ("Client")

at 850 Goldstream Drive, Henderson, Nevada 89014 ("Client")

## **RECITALS**

WHEREAS, Integrator is in the business of providing autonomous mobile robots (AMR) systems specifically designed for cold storage and temperature-controlled environments;

WHEREAS, Client operates temperature-controlled logistics facilities and desires to implement Integrator's BlueCore(TM) AMR system across its operations;

WHEREAS, the parties desire to establish the terms and conditions under which Integrator will provide such integration services;

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

## **1. DEFINITIONS**

1 "BlueCore(TM) System" means Integrator's proprietary cold-environment

2 "Integration Services" means the services provided by Integrator to

3 "Project Schedule" means the implementation timeline attached as

4 "Specifications" means the technical requirements and performance

## **2. SCOPE OF SERVICES**

1 Integrator shall provide the following Integration Services:

(a) Site assessment and preparation

(b) Hardware installation and configuration

(c) Software deployment and customization

(d) System testing and validation

(e) Staff training and documentation

(f) Post-implementation support

2 The Integration Services shall be performed at Client's facilities located at:

(a) Henderson Distribution Center - 850 Coldstream Drive, Henderson, NV

(b) Phoenix Cold Storage - 4200 Freezer Court, Phoenix, AZ

(c) Salt Lake City Warehouse - 1275 Winter Road, Salt Lake City, UT

### **3. COMPENSATION**

1 Client shall pay Integrator a total fee of \$4,850,000 USD for the Integration Services.

(a) 30% upon contract execution

(b) 30% upon hardware delivery

(c) 30% upon system acceptance

(d) 10% upon completion of staff training

2 Additional services beyond the scope defined herein shall be billed at

## **4. PROJECT TIMELINE**

1 The Integration Services shall commence within 30 days of the Effective Date of this Agreement.

2 Integrator shall complete the Integration Services according to the Project Schedule.

3 Any delays caused by Client shall extend the completion dates accordingly.

## **5. CLIENT RESPONSIBILITIES**

1 Client shall:

- (a) Provide facility access and necessary utilities
- (b) Ensure facility readiness per Integrator's specifications
- (c) Designate a project coordinator
- (d) Make personnel available for training
- (e) Provide network infrastructure meeting requirements
- (f) Maintain appropriate environmental conditions

## **6. WARRANTIES AND REPRESENTATIONS**

1 Integrator warrants that:

- (a) The BlueCore(TM) System will perform according to Specifications
- (b) Integration Services will be performed in a professional manner
- (c) The system will maintain functionality in temperatures to -30 F

2 The warranty period shall be 12 months from system acceptance.

## **7. INTELLECTUAL PROPERTY**

1 All intellectual property rights in the BlueCore(TM) System remain w

2 Client receives a non-exclusive license to use the system for its ope

## **8. CONFIDENTIALITY**

1 Each party shall protect the other's confidential information with the

2 Confidentiality obligations survive termination for 5 years.

## **9. LIMITATION OF LIABILITY**

1 Integrator's liability shall not exceed the total contract value.

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

## **10. TERM AND TERMINATION**

1 This Agreement remains in effect until completion of Integration Services.

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

## **11. GENERAL PROVISIONS**

1 This Agreement shall be governed by Delaware law.

2 Disputes shall be resolved through binding arbitration in Wilmington, Delaware.



3 This Agreement may be amended only in writing signed by both parties.

4 Neither party may assign without the other's written consent.

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

POLAR DYNAMICS ROBOTICS, INC.

**By:**

Name: Dr. Elena Frost

Title: Chief Executive Officer

**Date:**

FROST LOGISTICS INC.

**By:** - 9 -

Name: Robert Winters

Title: Chief Operations Officer

**Date:**

[Exhibits A and B to be attached]

