

EQUIPMENT UPGRADE CONTRACT

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THIS EQUIPMENT UPGRADE 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, Boston, Massachusetts 02128 ("Contractor")

and

FROSTLINE DISTRIBUTION LLC, a Minnesota limited liability company

principal place of business at 8800 Glacier Road, Minneapolis, Minnesota
("Client")

RECITALS

WHEREAS, Contractor is engaged in the business of developing and manufacturing autonomous mobile robots designed for cold storage environments;

WHEREAS, Client operates temperature-controlled distribution facilities and desires to upgrade its existing autonomous mobile robot fleet with Contractor's proprietary BlueCore(TM) technology; and

WHEREAS, the parties desire to enter into this Agreement to establish the terms and conditions under which Contractor will perform such upgrades.

NOW, THEREFORE, in consideration of the mutual covenants contained herein,

parties agree as follows:

1. DEFINITIONS

1 "Existing Equipment" means Client's fleet of twelve (12) autonomous

2 "Upgrade Package" means Contractor's BlueCore(TM) technology s

3 "Services" means the installation, integration, and deployment of the

4 "Specifications" means the technical requirements set forth in Exhibit

2. SCOPE OF WORK

1 Contractor shall provide and install the Upgrade Package on all Exis

2 The Services shall include:

- (a) Pre-installation assessment of Existing Equipment
- (b) Hardware component replacement and installation
- (c) Software integration and testing
- (d) Performance validation in operating conditions
- (e) Staff training on upgraded systems
- (f) Post-deployment support

3 Installation Schedule. Contractor shall perform the Services according to the following schedule:

3. PRICING AND PAYMENT

1 Contract Price. Client shall pay Contractor a total of \$840,000 USD for the Services.

2 Payment Schedule:

- (a) 30% (\$252,000) upon execution of this Agreement
- (b) 40% (\$336,000) upon completion of hardware installation
- (c) 30% (\$252,000) upon final acceptance

3 Invoices shall be paid within thirty (30) days of receipt.

4. WARRANTIES AND REPRESENTATIONS

1 Contractor warrants that:

- (a) The Upgrade Package will perform according to Specifications in t
as low as -30 F
- (b) All components will be new and unused
- (c) Services will be performed in a professional manner
- (d) Upgraded Equipment will maintain CE and UL certifications

2 Warranty Period. The warranty period shall be twelve (12) months from the date of completion of the Upgrade Package.

5. INTELLECTUAL PROPERTY

1 Contractor retains all intellectual property rights in the Upgrade Package.

2 Client receives a non-exclusive, perpetual license to use the Upgrade Package for internal business purposes.

6. CONFIDENTIALITY

1 Each party shall protect the other's confidential information with the same degree of care as it protects its own confidential information.

2 Confidentiality obligations survive termination of this Agreement for a period of five (5) years.

7. LIMITATION OF LIABILITY

1 Neither party shall be liable for any indirect, incidental, special, or consequential damages.

2 Contractor's total liability shall not exceed the Contract Price.

8. TERM AND TERMINATION

1 This Agreement commences on the Effective Date and continues until completion of the work.

2 Either party may terminate for material breach upon thirty (30) days written notice.

9. GENERAL PROVISIONS

1 Force Majeure. Neither party shall be liable for delays due to causes beyond its control.

2 Assignment. Neither party may assign this Agreement without the other party's written consent.

3 Governing Law. This Agreement shall be governed by Delaware law.

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

5 Amendments. Modifications require written agreement of both parties.

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

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Victoria Wells

Title: Chief Financial Officer

Date:

FROSTLINE DISTRIBUTION LLC

By:

Name:

Title:

Date:

EXHIBIT A: TECHNICAL SPECIFICATIONS

[Technical specifications intentionally omitted]

EXHIBIT B: INSTALLATION SCHEDULE

[Installation schedule intentionally omitted]

