

PERFORMANCE METRICS AGREEMENT

THIS PERFORMANCE METRICS AGREEMENT (the "Agreement") is made and entered into as of January 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 ("Polar Dynamics")

and

POLARPHARM SOLUTIONS, INC., a Delaware corporation with its principal place of business at 875 Cryogenic Boulevard, Durham, North Carolina 27701 ("PolarPharm")

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

RECITALS

WHEREAS, Polar Dynamics is a manufacturer of autonomous mobile robots specifically designed for cold environment operations;

WHEREAS, PolarPharm operates temperature-controlled pharmaceutical manufacturing and storage facilities;

WHEREAS, the Parties have entered into that certain Master Supply Agreement dated December 1, 2023 (the "MSA") for the deployment of Polar Dynamics' IceNav-enabled autonomous mobile robots (the "AMR Systems") in PolarPharm's facilities; and

WHEREAS, the Parties desire to establish specific performance metrics and standards for the AMR Systems deployed in PolarPharm's facilities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1 "Critical Failure" means any AMR System malfunction that results in (i) complete system shutdown, (ii) deviation from prescribed navigation paths by more than 2 meters, or (iii) temperature control failure exceeding 2 C from set point.

2 "Operating Environment" means PolarPharm's temperature-controlled facilities maintaining temperatures between -30 C and +5 C.

3 "Performance Period" means each calendar month during the Term.

4 "System Availability" means the percentage of scheduled operating time during which the AMR Systems are fully functional and available for use.

5 "Uptime" means the total number of hours during which the AMR Systems are operational and performing according to specifications.

2. PERFORMANCE METRICS

1 System Availability Requirements

(a) The AMR Systems shall maintain a minimum System Availability of 98.5% during each Performance Period.

(b) Scheduled maintenance shall not exceed 8 hours per calendar month per AMR System.

(c) Emergency maintenance events shall not exceed 4 hours per calendar month per AMR System.

2 Navigation Accuracy

(a) Path Deviation: Maximum allowable deviation from programmed paths shall not exceed 50mm in any direction.

(b) Positioning Accuracy: AMR Systems must maintain positioning accuracy within 25mm at all pickup and delivery points.

(c) Speed Consistency: Variation in operating speed shall not exceed 5% of programmed speed settings.

3 Temperature Management

(a) AMR Systems must maintain internal payload temperature within 1 C of specified setpoint.

(b) Temperature recovery after door opening events must occur within 3 minutes.

(c) Temperature logging accuracy must be maintained within 0.5 C.

3. MONITORING AND REPORTING

1 Performance Monitoring

Polar Dynamics shall provide continuous monitoring of AMR Systems through the IceNav platform, including:

- (a) Real-time performance metrics
- (b) Temperature logging
- (c) Navigation accuracy data
- (d) System status alerts
- (e) Maintenance events

2 Regular Reporting

Polar Dynamics shall provide PolarPharm with:

- (a) Daily system status reports
- (b) Weekly performance summaries
- (c) Monthly comprehensive performance analysis
- (d) Quarterly trend analysis and recommendations

4. REMEDIATION AND PENALTIES

1 Performance Failures

- (a) Critical Failures must be addressed within 2 hours of occurrence.
- (b) System Availability below 98.5% triggers the following penalties:
 - (i) 95-98.4%: 5% service credit
 - (ii) 90-94.9%: 10% service credit
 - (iii) Below 90%: 15% service credit

2 Remediation Plans

For any performance metric failure lasting more than 48 hours, Polar Dynamics shall:

- (a) Submit a detailed remediation plan within 24 hours
- (b) Implement corrective actions within 72 hours
- (c) Provide daily status updates until resolution

5. TERM AND TERMINATION

1 Term

This Agreement shall commence on the Effective Date and continue for an initial term of thirty-six (36) months.

2 Termination for Performance Failure

PolarPharm may terminate this Agreement upon thirty (30) days written notice if:

- (a) System Availability falls below 90% for three consecutive Performance Periods
- (b) More than five Critical Failures occur in any Performance Period
- (c) Polar Dynamics fails to implement required remediation plans

6. GENERAL PROVISIONS

1 Relationship to MSA

This Agreement supplements the MSA. In the event of any conflict between this Agreement and the MSA, the terms of this Agreement shall prevail with respect to performance metrics.

2 Amendments

This Agreement may only be modified by written instrument signed by authorized representatives of both Parties.

3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

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

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Dr. Elena Frost

Title: Chief Executive Officer

Date:

POLARPHARM SOLUTIONS, INC.

By:

Name:

Title:

Date: