

ROBOT INTEGRATION SCOPE AGREEMENT

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Northern Cold Storage Implementation Project

Agreement No. PDR-2023-INT-458

THIS ROBOT INTEGRATION SCOPE AGREEMENT (the "Agreement") is made and entered into 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, Cambridge, MA 02142 ("PDR" or "Provider")

and - 1 -

NORTHERN COLD STORAGE, LLC, a Minnesota limited liability company, with its principal place of business at 8750 Refrigeration Way, Minneapolis, Minnesota ("Client")

1. DEFINITIONS

1 "BlueCore(TM) System" means Provider's proprietary cold-environmental control system.

2 "Integration Services" means the services described in Section 2 of the Statement of Work.

3 "Project Site" means Client's cold storage facility located at 8750 Refrigeration Way, Minneapolis, Minnesota.

4 "Robotic Units" means the ten (10) AMR-350-C autonomous mobile robots.

2. SCOPE OF INTEGRATION SERVICES

1 **System Implementation**

Provider shall:

- (a) Install and configure ten (10) AMR-350-C units with BlueCore(TM)
- (b) Implement facility mapping and navigation infrastructure
- (c) Configure wireless communication systems for sub-zero environment
- (d) Install charging stations at designated locations
- (e) Integrate with Client's warehouse management system (WMS)

2 **Environmental Modifications**

Provider shall:

- (a) Install cold-resistant guidance markers
- (b) Configure temperature-hardened sensors

(c) Implement condensation management systems

(d) Install specialized docking stations rated for -30 F operation

3 **Testing and Validation**

Provider shall:

(a) Conduct comprehensive system testing at operating temperatures

(b) Validate navigation accuracy in frost conditions

(c) Perform load capacity testing with frozen materials

(d) Verify emergency shutdown systems

(e) Validate battery performance in cold conditions

3. IMPLEMENTATION TIMELINE

1 The Integration Services shall be performed according to the following

- - 4 -

Phase 1: Site Preparation (Weeks 1-2)

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Phase 2: Hardware Installation (Weeks 3-4)

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Phase 3: Software Configuration (Weeks 5-6)

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Phase 4: Testing and Validation (Weeks 7-8)

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Phase 5: Staff Training (Weeks 9-10)

4. CLIENT RESPONSIBILITIES

1 Client shall:

(a) Provide unrestricted access to the Project Site

- (b) Maintain consistent temperature conditions during installation
- (c) Ensure adequate power supply for charging infrastructure
- (d) Designate a project coordinator
- (e) Make relevant staff available for training

5. ACCEPTANCE CRITERIA

1 The Integration Services shall be deemed complete upon:

- (a) Successful operation of all Robotic Units at -20 F for 72 continuous hours
- (b) Navigation accuracy within 2cm at operating temperature
- (c) Battery performance meeting 12-hour runtime specification
- (d) WMS integration with 99.9% transaction accuracy
- (e) Completion of staff training program

6. WARRANTY AND SUPPORT

1 Provider warrants the Integration Services for 12 months from acceptance.

2 Support services include:

- (a) 24/7 emergency technical support
- (b) Quarterly preventive maintenance
- (c) Software updates and patches
- (d) Performance optimization services

7. COMPENSATION

1 Total integration fee: \$875,000 USD

2 Payment Schedule:

- - 7 -

30% upon execution (\$262,500)

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40% upon hardware installation (\$350,000)

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30% upon acceptance (\$262,500)

8. INTELLECTUAL PROPERTY

1 Provider retains all rights to BlueCore(TM) technology and associated

2 Client receives a non-exclusive license to operate the installed system

9. LIMITATION OF LIABILITY

1 Provider's total liability shall not exceed the total integration fee.

2 Neither party shall be liable for consequential damages.

10. GOVERNING LAW

1 This Agreement shall be governed by Delaware law.

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

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Victoria Wells

Title: Chief Financial Officer

Date: January 15, 2024

NORTHERN COLD STORAGE, LLC

By:

Name: [Client Signatory]

Title: [Title]

Date:

