

# QUALITY ASSURANCE AGREEMENT

THIS QUALITY ASSURANCE AGREEMENT (the "Agreement") is made and entered into as of February 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 ("PDR" or the "Company")

and

FREEZETECH STORAGE SOLUTIONS, LLC, a Nevada limited liability company with its principal place of business at 8750 Coldfront Drive, Reno, Nevada 89501 ("FreezeTech")

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

## RECITALS

WHEREAS, PDR manufactures and supplies autonomous mobile robots designed for cold storage environments ("AMR Units");

WHEREAS, FreezeTech operates temperature-controlled storage facilities and wishes to ensure consistent quality standards for AMR Units deployed in its facilities;

WHEREAS, the Parties desire to establish quality assurance standards and procedures for the AMR Units;

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

## 1. DEFINITIONS

1 "Acceptance Criteria" means the specifications and performance standards set forth in Exhibit A.

2 "Quality Standards" means the quality control requirements, testing procedures, and performance metrics detailed in Exhibit B.

3 "Specifications" means the technical and operational requirements for AMR Units as defined in the Master Supply Agreement dated January 10, 2024.

## 2. QUALITY ASSURANCE OBLIGATIONS

1 PDR shall:

- (a) Maintain ISO 9001:2015 certification throughout the term of this Agreement;
- (b) Implement and maintain a quality management system meeting the Quality Standards;
- (c) Conduct pre-delivery testing of all AMR Units according to the Test Protocol in Exhibit C;
- (d) Provide quality assurance documentation for each AMR Unit batch;
- (e) Allow FreezeTech to conduct periodic quality audits with reasonable notice.

2 FreezeTech shall:

- (a) Maintain appropriate environmental conditions for AMR Units;
- (b) Follow PDR's prescribed maintenance protocols;
- (c) Report quality issues according to the procedures in Section 4;
- (d) Facilitate PDR's investigation of quality incidents.

### **3. TESTING AND VALIDATION**

#### **1 Pre-Deployment Testing**

PDR shall conduct comprehensive testing of each AMR Unit, including:

- Cold chamber stress testing (-30 C to +25 C)
- Navigation system validation
- Battery performance verification
- Safety system certification
- Load capacity confirmation

#### **2 Acceptance Testing**

FreezeTech may conduct acceptance testing within 5 business days of delivery according to Acceptance Criteria.

### **4. QUALITY INCIDENT REPORTING**

#### **1 Notification Requirements**

FreezeTech shall notify PDR of quality incidents within:

- 24 hours for Critical Incidents (as defined in Exhibit D)
- 72 hours for Standard Incidents
- 5 business days for Minor Issues

## 2 Investigation Process

PDR shall:

- (a) Acknowledge receipt within 24 hours
- (b) Initiate investigation within 48 hours
- (c) Provide preliminary findings within 5 business days
- (d) Deliver final report within 15 business days

## 5. CORRECTIVE ACTIONS

1 PDR shall implement corrective actions for validated quality issues within agreed timeframes.

2 Critical issues require immediate containment actions within 24 hours.

3 PDR shall document all corrective actions and provide verification of effectiveness.

## 6. CONTINUOUS IMPROVEMENT

### 1 Quality Review Meetings

Parties shall conduct quarterly quality review meetings to:

- (a) Review performance metrics
- (b) Discuss improvement opportunities
- (c) Update quality requirements as needed

### 2 Performance Monitoring

PDR shall track and report key performance indicators including:

- First-time quality rate
- Mean time between failures
- Response time to quality incidents
- Corrective action effectiveness

## **7. CONFIDENTIALITY**

1 All quality-related information shall be treated as Confidential Information under the Master Confidentiality Agreement dated January 5, 2024.

## **8. TERM AND TERMINATION**

1 This Agreement shall commence on the Effective Date and continue for three (3) years.

2 Either Party may terminate for material breach with 30 days' written notice if breach remains uncured.

## **9. GENERAL PROVISIONS**

1 This Agreement shall be governed by Delaware law.

2 Amendments must be in writing and signed by both Parties.

3 Neither Party may assign this Agreement without prior written consent.

## **SIGNATURES**

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

POLAR DYNAMICS ROBOTICS, INC.

**By:**

Name: Elena Frost, Ph.D.

Title: Chief Executive Officer

**Date:**

FREEZETECH STORAGE SOLUTIONS, LLC

**By:**

**Name:**

**Title:**

**Date:**

## **EXHIBIT LIST**

Exhibit A: Acceptance Criteria

Exhibit B: Quality Standards

Exhibit C: Test Protocol

Exhibit D: Incident Classification Matrix

[Exhibits to follow]