

ROBOT UPGRADE AGREEMENT

THIS ROBOT UPGRADE 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 Frost Innovation Drive, Cambridge, Massachusetts 02142 ("PDR" or "Provider")

and

CHILLCHAIN SOLUTIONS, INC., a Nevada corporation with its principal place of business at 450 Cold Storage Parkway, Henderson, Nevada 89014 ("Customer")

RECITALS

WHEREAS, Provider is in the business of manufacturing and maintaining autonomous mobile robots designed for cold storage environments;

WHEREAS, Customer previously purchased fifteen (15) IceNav-enabled AMR-350C robots (the "Existing Units") from Provider under Purchase Order #CC-2022-103 dated March 15, 2022;

WHEREAS, Provider has developed significant upgrades to its IceNav navigation system and thermal management components (the "Upgrade Package"); and

WHEREAS, Customer desires to upgrade its Existing Units with the Upgrade Package, and Provider desires to perform such upgrades under the terms and conditions set forth herein.

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

1. DEFINITIONS

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

2 "Upgrade Components" means the physical and software components comprising the Upgrade Package.

3 "Upgrade Services" means the installation, configuration, and testing services provided by Provider.

4 "Upgrade Period" means the period commencing on the Effective Date and continuing until all Existing Units have been upgraded.

2. SCOPE OF SERVICES

1 Provider shall upgrade all Existing Units with the Upgrade Package according to the schedule set forth in Exhibit B.

2 The Upgrade Package includes:

- (a) Enhanced IceNav 3.0 navigation software
- (b) Advanced thermal management system components
- (c) Updated sensor array
- (d) New cold-resistant actuators
- (e) Fleet management software updates

3 Provider shall perform all Upgrade Services at Customer's facility located at 450 Cold Storage Parkway, Henderson, Nevada.

3. IMPLEMENTATION SCHEDULE

1 Provider shall upgrade the Existing Units in three phases of five units each.

2 Each phase shall be completed within ten (10) business days.

3 No more than five (5) Existing Units shall be out of service at any time.

4. ACCEPTANCE TESTING

1 Upon completion of each upgrade phase, Provider shall conduct acceptance testing.

2 Customer shall have five (5) business days to verify that upgraded units meet Acceptance Criteria.

3 Any deficiencies shall be remedied by Provider within three (3) business days.

5. PRICING AND PAYMENT

1 Customer shall pay Provider \$45,000 per Existing Unit upgraded.

2 Payment schedule:

- (a) 40% upon execution of this Agreement
- (b) 20% upon completion of Phase 1
- (c) 20% upon completion of Phase 2
- (d) 20% upon completion of Phase 3

3 All payments are due within thirty (30) days of invoice date.

6. WARRANTIES

1 Provider warrants that:

- (a) Upgrade Components will be free from defects in materials and workmanship
- (b) Upgraded units will meet or exceed Acceptance Criteria
- (c) Upgrade Services will be performed in a professional manner

2 Warranty period shall be twelve (12) months from completion of each phase.

7. INTELLECTUAL PROPERTY

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

2 Customer receives a non-exclusive license to use the upgraded software.

8. LIMITATION OF LIABILITY

1 Provider's total liability shall not exceed the total fees paid under this Agreement.

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

9. CONFIDENTIALITY

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

2 Confidentiality obligations survive termination for three (3) years.

10. TERM AND TERMINATION

1 This Agreement terminates upon completion of all upgrades and payment.

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 Any disputes shall be resolved in Delaware courts.

3 This Agreement may not be assigned without written consent.

4 This Agreement constitutes the entire agreement between the parties.

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:

CHILLCHAIN SOLUTIONS, INC.

By:

Name:

Title:

Date:

[Exhibits A and B to follow]