

ROBOT LEASE TERMS AND CONDITIONS

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Between Polar Dynamics Robotics, Inc. and Polar Fresh Logistics

Effective Date: January 15, 2024

1. DEFINITIONS

1 "Equipment" means the BlueCore(TM)-enabled autonomous mobile

2 "Lessee" means Polar Fresh Logistics, its successors and permitted

3 "Operating Environment" means temperature-controlled facilities ma

4 "Service Level Requirements" means the performance metrics specified in the Service Level Requirements document.

2. LEASE TERMS

1 **Equipment Configuration**

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Quantity: Twenty (20) BlueCore(TM) AMR-350F units

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Navigation Package: Cold-Environment Enhanced

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Power System: Extended Cold Storage Battery Pack

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Payload Capacity: 350 kg per unit

2 **Term**

Initial term of thirty-six (36) months commencing on the Installation Date with an option to extend for two (2) additional twelve (12) month periods upon 90 days written notice.

3 ****Lease Payment****

Monthly lease payment of \$4,500 per unit, payable in advance on the first day of each month. Annual escalation of 3% applies.

3. OPERATING CONDITIONS

1 Lessee shall maintain the Operating Environment within specified temperature and humidity ranges.

2 Equipment shall only be operated by personnel certified through Lessee's training program.

3 Lessee shall maintain network connectivity meeting minimum specifications outlined in the Service Level Agreement.

4. MAINTENANCE AND SUPPORT

1 **Preventive Maintenance**

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Quarterly scheduled maintenance performed by Lessor

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Software updates and firmware upgrades included

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Remote monitoring and diagnostics

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Performance optimization

2 **Emergency Support**

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24/7 technical support hotline

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4-hour maximum response time

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On-site support within 24 hours

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Temporary replacement units if repairs exceed 48 hours

5. WARRANTIES AND REPRESENTATIONS

1 Lessor warrants Equipment performance in accordance with Service

2 Equipment shall maintain 98% uptime averaged monthly, excluding

3 Navigation accuracy shall remain within 5cm in Operating Environm

6. INSURANCE AND LIABILITY

1 Lessee shall maintain comprehensive insurance coverage:

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Property damage: \$5,000,000 per occurrence

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General liability: \$10,000,000 aggregate

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Workers' compensation: As required by law

2 Lessor's liability limited to direct damages not exceeding twelve months

7. TERMINATION

1 **Early Termination**

Either party may terminate upon material breach with 30 days' written notice if the breach remains uncured.

2 **Equipment Return**

Upon termination, Lessee shall return Equipment in good condition, normal wear and tear excepted, at Lessee's expense.

8. INTELLECTUAL PROPERTY

1 All intellectual property rights in Equipment, including BlueCore(TM), shall remain the property of Lessor.

2 Operating data collected by Equipment may be used by Lessor for product development and marketing purposes.

9. CONFIDENTIALITY

1 Parties shall maintain confidentiality of technical specifications, pricing, and other confidential information.

10. GOVERNING LAW

¹ This Agreement governed by Delaware law without regard to conflict of laws principles.

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Victoria Wells

Title: Chief Financial Officer

Date:

POLAR FRESH LOGISTICS

By:

Name:

Title:

Date:

SCHEDULE A

[Service Level Requirements]

SCHEDULE B

[Network Specifications]

