EQUIPMENT PURCHASE	E CONTRACT - SNOWFLAKE STORAGE SYSTEMS
	EQUIPMENT PURCHASE CONTRACT
	THIS EQUIPMENT PURCHASE CONTRACT (the "Agreement") is made
	of February 15, 2024 (the "Effective Date"), by and between:
	POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its pr
	of business at 2850 Arctic Way, Suite 400, Burlington, Massachusetts 01803 ("Buyer")
	and
	SNOWFLAKE STORAGE SYSTEMS, INC., a Minnesota corporation with

place of business at 1200 Glacier Road, Minneapolis, Minnesota 55403 ("Se

RECITALS

WHEREAS, Seller is engaged in the business of manufacturing and selling industrial-grade cold storage systems and related equipment;

WHEREAS, Buyer desires to purchase certain cold storage testing equipmer use in its autonomous mobile robot development and testing facilities; and

WHEREAS, Seller desires to sell such equipment to Buyer pursuant to the te and conditions set forth herein.

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

1. EQUIPMENT AND PURCHASE PRICE

1 **Equipment**. Seller agrees to sell and Buyer agrees to purchase the foll

- (a) Three (3) Model SS-5000 Ultra-Low Temperature Testing Chambers
- (b) Two (2) Model SS-3200 Thermal Cycling Units
- (c) One (1) Model SS-8000 Walk-In Cold Testing Facility
- (d) Associated control systems and monitoring equipment as specified in Ext

2 **Purchase Price**. The total purchase price for the Equipment shall be T

2. PAYMENT TERMS

	1 **Payment Schedule**. Buyer shall pay the Purchase Price as follows:	
	(a) 30% (\$825,000) upon execution of this Agreement	
	(b) 40% (\$1,100,000) upon delivery of Equipment	
	(c) 30% (\$825,000) upon successful installation and acceptance testing	
	2 **Method of Payment**. All payments shall be made by wire transfer to S	
3. DELIVERY AND INSTALLATION		
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	1 **Delivery**. Seller shall deliver the Equipment to Buyer's facility at 2850	
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2 **Installation**. Seller shall complete installation of the Equipment within

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3 **Acceptance Testing**. Upon completion of installation, the Equipment

4. WARRANTIES AND REPRESENTATIONS

1 **Equipment Warranty**. Seller warrants that the Equipment shall:

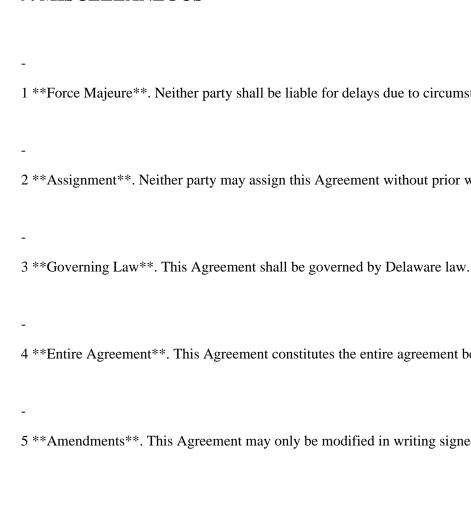
- (a) Be new and unused
- (b) Conform to specifications in Exhibit A
- (c) Be free from defects in materials and workmanship
- (d) Operate in accordance with Seller's published specifications
- (e) Maintain stable performance at temperatures down to -40°C

2 **Warranty Period**. The warranty period shall be twenty-four (24) mont

5. MAINTENANCE AND SUPPORT 1 **Preventive Maintenance**. Seller shall provide quarterly preventive ma 2 **Technical Support**. Seller shall provide 24/7 technical support for crit 6. INTELLECTUAL PROPERTY 1 **License Grant**. Seller grants Buyer a perpetual, non-exclusive license 2 **IP Rights**. Each party retains all intellectual property rights existing property.

7. TERMINATION 1 **Termination for Cause**. Either party may terminate this Agreement for 2 **Effect of Termination**. Upon termination, Buyer shall pay for Equipm 8. LIMITATION OF LIABILITY 1 **Liability Cap**. Seller's aggregate liability shall not exceed the Purchase 2 **Exclusion**. Neither party shall be liable for indirect, consequential, or

9. MISCELLANEOUS



	IN WITNESS WHEREOF, the parties have executed this Agreement as of the
	Date.
	POLAR DYNAMICS ROBOTICS, INC.
	By:
	Name: Victoria Wells
,	Title: Chief Financial Officer
	Date:
	SNOWFLAKE STORAGE SYSTEMS, INC.
	By:
	Name: Robert Frost
,	Title: Chief Executive Officer

Date: _9_

[Exhibits A, B, and C to be attached]

