

WARRANTY SERVICE AGREEMENT

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THIS WARRANTY SERVICE AGREEMENT (the "Agreement") is made this 1st day of February, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 2850 Arctic Circle Drive, Cambridge, MA 02142 ("Service Provider")

and

FROST VALLEY STORAGE, LLC, a New York limited liability company

principal place of business at 1200 Cold Storage Way, Buffalo, NY 14203
("Customer")

RECITALS

WHEREAS, Service Provider manufactures and sells autonomous mobile robots designed for cold storage environments utilizing its proprietary BlueCove technology;

WHEREAS, Customer operates temperature-controlled storage facilities and has purchased certain autonomous mobile robots from Service Provider; and

WHEREAS, Customer desires to obtain warranty services for such equipment and Service Provider desires to provide such services under the terms and conditions set forth herein.

NOW, ~~1~~² ~~2~~ ~~3~~ ~~4~~ ~~5~~ ~~6~~ ~~7~~ ~~8~~ ~~9~~ ~~10~~ ~~11~~ ~~12~~ ~~13~~ ~~14~~ ~~15~~ ~~16~~ ~~17~~ ~~18~~ ~~19~~ ~~20~~ ~~21~~ ~~22~~ ~~23~~ ~~24~~ ~~25~~ ~~26~~ ~~27~~ ~~28~~ ~~29~~ ~~30~~ ~~31~~ ~~32~~ ~~33~~ ~~34~~ ~~35~~ ~~36~~ ~~37~~ ~~38~~ ~~39~~ ~~40~~ ~~41~~ ~~42~~ ~~43~~ ~~44~~ ~~45~~ ~~46~~ ~~47~~ ~~48~~ ~~49~~ ~~50~~ ~~51~~ ~~52~~ ~~53~~ ~~54~~ ~~55~~ ~~56~~ ~~57~~ ~~58~~ ~~59~~ ~~60~~ ~~61~~ ~~62~~ ~~63~~ ~~64~~ ~~65~~ ~~66~~ ~~67~~ ~~68~~ ~~69~~ ~~70~~ ~~71~~ ~~72~~ ~~73~~ ~~74~~ ~~75~~ ~~76~~ ~~77~~ ~~78~~ ~~79~~ ~~80~~ ~~81~~ ~~82~~ ~~83~~ ~~84~~ ~~85~~ ~~86~~ ~~87~~ ~~88~~ ~~89~~ ~~90~~ ~~91~~ ~~92~~ ~~93~~ ~~94~~ ~~95~~ ~~96~~ ~~97~~ ~~98~~ ~~99~~ ~~100~~ ~~101~~ ~~102~~ ~~103~~ ~~104~~ ~~105~~ ~~106~~ ~~107~~ ~~108~~ ~~109~~ ~~110~~ ~~111~~ ~~112~~ ~~113~~ ~~114~~ ~~115~~ ~~116~~ ~~117~~ ~~118~~ ~~119~~ ~~120~~ ~~121~~ ~~122~~ ~~123~~ ~~124~~ ~~125~~ ~~126~~ ~~127~~ ~~128~~ ~~129~~ ~~130~~ ~~131~~ ~~132~~ ~~133~~ ~~134~~ ~~135~~ ~~136~~ ~~137~~ 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- (b) Repair or replacement of defective components;
- (c) Software updates and patches;
- (d) 24/7 technical support via phone and email;
- (e) On-site emergency service within 4 hours for critical failures.

2 ****Service Standards****. All warranty services shall be performed:

- (a) In a professional manner consistent with industry standards;
- (b) By qualified technicians certified on BlueCore(TM) technology;
- (c) Using only genuine Polar Dynamics parts and components;
- (d) In compliance with all applicable laws and regulations.

3. CUSTOMER OBLIGATIONS

1 Customer shall:

- (a) Operate Covered Equipment in accordance with Specifications;
- (b) Maintain ambient temperature conditions within specified ranges;
- (c) Provide Service Provider personnel with access to Covered Equipment;
- (d) Maintain accurate maintenance and operation logs;
- (e) Report all equipment issues promptly to Service Provider.

4. WARRANTY EXCLUSIONS

¹ This warranty does not cover:

- (a) Damage from misuse or abuse;
- (b) Unauthorized modifications;
- (c) Operation outside specified temperature ranges;
- (d) Consumable items (batteries, wheels, etc.);

(e) Damage from external causes (power surges, accidents, etc.).

5. FEES AND PAYMENT

1 ****Service Fees****. Customer shall pay annual service fees as specified in the attached schedule.

2 ****Payment Terms****. Fees shall be paid quarterly in advance, net 30 days.

3 ****Late Payments****. Overdue amounts shall bear interest at 1.5% per month.

6. TERM AND TERMINATION

1 ****Term****. This Agreement shall remain in effect for the Service Period of 3 years.

2 ****Termination for Cause****. Either party may terminate for material breach or non-payment.

7. LIMITATION OF LIABILITY

1 SERVICE PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED T

2 NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, C

8. CONFIDENTIALITY

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

9. INTELLECTUAL PROPERTY

1 All intellectual property rights in the Covered Equipment and related

10. GENERAL PROVISIONS

1 ****Assignment****. Neither party may assign this Agreement without the

2 ****Force Majeure****. Neither party shall be liable for delays due to cau

3 ****Governing Law****. This Agreement shall be governed by Delaware

4 ****Entire Agreement****. This Agreement constitutes the entire unders

5 ****Amendments****. This Agreement may only be modified in writing s

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

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Victoria Wells

Title: Chief Financial Officer

Date:

FROST VALLEY STORAGE, LLC

By:

Name:

Title:

Date:

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

