

ROBOT LEASE AGREEMENT

THIS ROBOT LEASE AGREEMENT (the "Agreement") is made effective as of [DATE] (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, MA 02142 ("Lessor")

and

PHARMAFREEZE DISTRIBUTION CENTERS, LLC, a Nevada corporation with its principal place of business at 450 Cold Storage Parkway, Reno, NV 89502 ("Lessee")

RECITALS

WHEREAS, Lessor is in the business of manufacturing and leasing temperature-hardened autonomous mobile robots ("AMRs") designed for cold storage environments;

WHEREAS, Lessee operates pharmaceutical cold storage facilities and desires to lease certain AMRs from Lessor;

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions under which Lessor will lease the AMRs to Lessee;

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

1. DEFINITIONS

1 "Equipment" means the IceNav-enabled autonomous mobile robots and associated charging stations, control systems, and accessories as specified in Exhibit A.

2 "Facility" means Lessee's temperature-controlled distribution center located at 450 Cold Storage Parkway, Reno, NV 89502.

3 "Initial Term" means the period of thirty-six (36) months commencing on the Installation Date.

4 "Installation Date" means the date when the Equipment is fully installed and operational at the Facility.

5 "Lease Payment" means the monthly payment amount specified in Section 4.1.

2. LEASE OF EQUIPMENT

1 Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment described in Exhibit A.

2 Delivery and Installation. Lessor shall deliver and install the Equipment at the Facility on or before [DATE]. Installation shall include:

- (a) Physical placement and securing of Equipment
- (b) Integration with Facility's existing systems
- (c) Configuration of IceNav navigation parameters
- (d) Testing and verification of operations
- (e) Initial operator training

3 Acceptance. Lessee shall have five (5) business days following installation to test the Equipment. The Installation Date shall occur upon Lessee's written acceptance of the Equipment.

3. TERM AND RENEWAL

1 Initial Term. This Agreement shall commence on the Installation Date and continue for the Initial Term unless earlier terminated as provided herein.

2 Renewal. Lessee may renew this Agreement for additional twelve (12) month periods by providing written notice to Lessor at least ninety (90) days prior to the expiration of the then-current term.

4. PAYMENTS

1 Lease Payments. Lessee shall pay monthly Lease Payments of \$12,500 per AMR unit, payable in advance on the first day of each month during the Term.

2 Security Deposit. Upon execution of this Agreement, Lessee shall pay a security deposit equal to two (2) months' Lease Payments.

3 Taxes. Lessee shall pay all sales, use, property, and other taxes related to the Equipment or this Agreement.

5. MAINTENANCE AND SUPPORT

1 Preventive Maintenance. Lessor shall provide scheduled preventive maintenance services quarterly, including:

- (a) Hardware inspection and testing
- (b) Software updates and optimization
- (c) Battery system maintenance
- (d) Sensor calibration
- (e) Performance analysis and reporting

2 Technical Support. Lessor shall provide 24/7 remote technical support and emergency on-site service within four (4) hours of notification.

3 Replacement Parts. Lessor shall provide replacement parts as needed to maintain Equipment functionality, excluding damage caused by Lessee's negligence.

6. LESSEE OBLIGATIONS

1 Operating Environment. Lessee shall maintain the Facility environment within specified parameters:

- (a) Temperature range: -30 C to +5 C
- (b) Humidity: 20% to 80% RH
- (c) Floor condition requirements per Exhibit B
- (d) Network connectivity requirements per Exhibit C

2 Operator Training. Lessee shall ensure that only trained personnel operate the Equipment.

3 Access. Lessee shall provide Lessor reasonable access to the Equipment for maintenance and support.

7. WARRANTIES AND REPRESENTATIONS

1 Lessor warrants that the Equipment shall perform according to specifications in Exhibit D under normal use.

2 Lessor represents that it has title to the Equipment and authority to enter into this Agreement.

8. INSURANCE AND LIABILITY

1 Insurance. Lessee shall maintain comprehensive general liability insurance of at least \$5,000,000 per occurrence, naming Lessor as additional insured.

2 Risk of Loss. Lessee assumes all risk of loss or damage to the Equipment while at the Facility.

9. TERMINATION

1 Default. Either party may terminate this Agreement upon thirty (30) days' written notice of material breach by the other party.

2 Effect of Termination. Upon termination, Lessee shall:

- (a) Cease use of the Equipment
- (b) Allow Lessor to remove the Equipment
- (c) Pay all amounts due through the termination date

10. MISCELLANEOUS

1 Assignment. Neither party may assign this Agreement without written consent of the other party.

2 Governing Law. This Agreement shall be governed by Delaware law.

3 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein.

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

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name: Katherine Wells

Title: Chief Financial Officer

Date: _

PHARMAFREEZE DISTRIBUTION CENTERS, LLC

By: _

Name: _

Title: _

Date: _

[Note: Exhibits A-D to be attached]