

SERVICE PROVIDER AGREEMENT

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THIS SERVICE PROVIDER AGREEMENT (the "Agreement") is made
February 1, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its
principal place of business at 2100 Arctic Way, Suite 400, Boston, Massachusetts 02118
("Company")

and

FROST KING STORAGE, LLC, a Massachusetts limited liability company

principal place of business at 500 Cold Storage Drive, Worcester, Massachusetts 01605 ("Service Provider")

1. DEFINITIONS

1 "Confidential Information" means any proprietary or confidential information

2 "Services" means the cold storage and warehousing services provided

3 "Facility" means Service Provider's temperature-controlled warehouse

2. SERVICES

1 Service Provider shall provide Company with temperature-controlled

2 Service Provider shall maintain the Facility at temperatures between

3 Service Provider shall provide 24/7 access to designated Company

3. COMPENSATION

1 Company shall pay Service Provider according to the fee schedule

2 Base storage fees shall be \$12.50 per pallet position per month, with

3 Additional services, including handling, loading/unloading, and spec

4 Service Provider shall invoice Company monthly, and Company sha

4. TERM AND TERMINATION

1 This Agreement shall commence on the Effective Date and continue

2 Either party may terminate this Agreement:

- (a) Upon ninety (90) days' written notice to the other party
- (b) Immediately upon material breach by the other party that remains thirty (30) days
- (c) Immediately if the other party becomes insolvent or files for bankruptcy

5. SERVICE PROVIDER OBLIGATIONS

1 Service Provider shall:

- (a) Maintain all necessary permits and licenses for the Facility
- (b) Comply with all applicable food safety and cold storage regulations
- (c) Maintain backup power systems sufficient for 72 hours of continuous operation
- (d) Provide monthly temperature monitoring reports

- (e) Maintain appropriate security systems and protocols

6. COMPANY OBLIGATIONS

1 Company shall:

- (a) Provide advance notice of delivery and pickup requirements
- (b) Comply with Facility safety and operating procedures
- (c) Maintain appropriate insurance coverage
- (d) Provide trained personnel for robot operation and maintenance
- (e) Remove any malfunctioning equipment within 24 hours of notification

7. INSURANCE

1 Service Provider shall maintain:

(a) Commercial General Liability insurance of \$5,000,000 per occurrence

(b) Property insurance covering the Facility and contents

(c) Workers' Compensation insurance as required by law

2 Company shall maintain:

(a) Commercial General Liability insurance of \$2,000,000 per occurrence

(b) Property insurance covering Company's equipment

(c) Workers' Compensation insurance as required by law

8. LIMITATION OF LIABILITY

1 Neither party shall be liable for any indirect, incidental, special, or consequential damages

2 Service Provider's total liability shall not exceed the amounts paid by the Company

9. CONFIDENTIALITY

1 Each party shall protect the other's Confidential Information with the

2 These obligations shall survive termination of this Agreement for a p

10. MISCELLANEOUS

1 This Agreement shall be governed by the laws of the Commonwealth

2 Any disputes shall be resolved in the state or federal courts located

3 This Agreement may be amended only by written instrument signed

4 This Agreement represents the entire agreement between the parties

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

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Victoria Wells

Title: Chief Financial Officer

Date:

FROST KING STORAGE, LLC

By:

Name: Robert Frost

Title: Chief Executive Officer

Date: - 8 -

[Exhibits A and B to follow]

