

# **ROBOT LEASE AGREEMENT**

THIS ROBOT LEASE AGREEMENT (the "Agreement") is made effective as of October 1, 2023 (the "Effective Date"), by and between:

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

and

PHARMAFREEZE LOGISTICS, LLC, a Massachusetts corporation with its principal place of business at 100 Cold Storage Drive, Woburn, MA 01801 ("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 temperature-controlled pharmaceutical storage facilities and desires to lease certain AMRs from Lessor;

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 Schedule A.

2 "Lease Term" means the period commencing on October 1, 2023, and continuing through September 30, 2024, unless earlier terminated as provided herein.

3 "Operating Environment" means Lessee's temperature-controlled facility located at 100 Cold Storage Drive, Woburn, MA 01801, maintaining temperatures between -30 C and +5 C.

## **2. LEASE OF EQUIPMENT**

1 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment described in Schedule A for use in the Operating Environment.

2 The Equipment shall remain the exclusive property of Lessor. Lessee shall have no right, title, or interest in the Equipment except as expressly set forth in this Agreement.

### **3. LEASE PAYMENTS**

1 Base Lease Payment. Lessee shall pay to Lessor a monthly lease payment of \$12,500 per AMR unit, payable in advance on the first day of each month during the Lease Term.

2 Maintenance Fee. A monthly maintenance fee of \$2,500 per AMR unit shall be paid in addition to the base lease payment.

3 Late Payments. Any payment not received within five (5) business days of the due date shall bear interest at 1.5% per month.

### **4. DELIVERY AND ACCEPTANCE**

1 Lessor shall deliver the Equipment to the Operating Environment on September 25, 2023.

2 Lessee shall inspect the Equipment upon delivery and notify Lessor of any defects within 48 hours. Failure to provide such notice constitutes acceptance of the Equipment in its current condition.

### **5. MAINTENANCE AND OPERATION**

1 Lessor Responsibilities:

- (a) Perform scheduled maintenance every 500 operating hours
- (b) Provide software updates and patches for the IceNav system
- (c) Replace or repair any defective components not damaged through misuse
- (d) Maintain 24/7 technical support hotline

2 Lessee Responsibilities:

- (a) Maintain Operating Environment within specified temperature ranges
- (b) Follow prescribed charging and operation protocols
- (c) Allow Lessor access for maintenance and repairs
- (d) Report any operational issues within 4 hours of occurrence

### **6. WARRANTIES AND REPRESENTATIONS**

1 Lessor warrants that the Equipment shall:

- (a) Operate in temperatures down to -30 C
- (b) Maintain 98% uptime during operational hours
- (c) Navigate safely using IceNav technology
- (d) Comply with all applicable safety regulations

2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **7. INSURANCE AND LIABILITY**

1 Lessee shall maintain comprehensive insurance coverage for the Equipment with minimum coverage of \$500,000 per unit.

2 Lessee shall indemnify Lessor against any claims arising from Lessee's use or operation of the Equipment, except for claims arising from Lessor's gross negligence.

## **8. TERMINATION**

1 Either party may terminate this Agreement upon 30 days' written notice in the event of a material breach by the other party.

2 Upon termination, Lessee shall:

- (a) Immediately cease use of the Equipment
- (b) Allow Lessor to retrieve the Equipment
- (c) Pay all outstanding amounts due
- (d) Return all documentation and software

## **9. CONFIDENTIALITY**

1 Each party shall maintain the confidentiality of any proprietary information received from the other party, including but not limited to the IceNav technology specifications and pricing terms.

## **10. GOVERNING LAW**

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

## **11. ENTIRE AGREEMENT**

1 This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral.

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: September 15, 2023

PHARMAFREEZE LOGISTICS, LLC

**By:**

Name: Michael Thompson

Title: Vice President of Operations

Date: September 15, 2023

**SCHEDULE A: EQUIPMENT SPECIFICATIONS**

Three (3) PDR-5000 Cold Storage AMR Units

- Serial Numbers: PDR5K-2023-841, PDR5K-2023-842, PDR5K-2023-843
- IceNav System Version 4.2
- Payload capacity: 1,500 kg
- Operating temperature range: -30 C to +25 C

Three (3) CS-200 Charging Stations

- Serial Numbers: CS200-2023-441, CS200-2023-442, CS200-2023-443
- Cold environment optimized
- 480V 3-phase power requirement

One (1) IceNav Control Station

- Model: ICS-1000
- Serial Number: ICS1K-2023-221
- Includes redundant backup system