

ROBOT LEASE AGREEMENT

ROBOT LEASE AGREEMENT

Between Polar Dynamics Robotics, Inc. and Frozen Foods Express, Inc.

THIS ROBOT LEASE AGREEMENT (the "Agreement") is made effective as of January 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, MA 02210 ("Lessor")

and

FROZEN FOODS EXPRESS, INC., a Texas corporation with its principal place of business at 12345 Main Street, Dallas, TX 75201 ("Lessee")

business\$ at 4885 Cold Storage Boulevard, Dallas, TX 75231 ("Lessee

1. DEFINITIONS

1 "Equipment" means the BlueCore(TM) autonomous mobile robots a

2 "Software" means Lessor's proprietary cold-environment navigation

3 "System" means the Equipment and Software collectively.

4 "Facility" means Lessee's temperature-controlled warehouse located

2. LEASE TERMS

1 ****Term****: Initial term of thirty-six (36) months commencing on the In

2 **Quantity**: Ten (10) BlueCore(TM) AMR-350F units as detailed in

3 **Monthly Lease Payment**: \$12,500 per month, payable in advance

4 **Installation Date**: March 1, 2024, or such other date as mutually

3. LESSOR OBLIGATIONS

1 **Delivery and Installation**: Lessor shall:

- a) Deliver the Equipment to the Facility
- b) Install and configure the System
- c) Provide initial operator training
- d) Integrate with Lessee's warehouse management system

2 **Maintenance**: Lessor shall:

- a) Perform quarterly preventive maintenance
- b) Provide 24/7 remote monitoring
- c) Maintain Software updates and patches
- d) Replace defective components at no additional cost

4. LESSEE OBLIGATIONS

1 ****Operating Environment****: Lessee shall maintain:

- a) Ambient temperature between -30 F and 35 F
- b) Proper lighting and WiFi coverage
- c) Clear pathways per Lessor specifications
- d) Charging station power requirements

2 ****Operation****: Lessee shall:

- a) Use the System only for intended purposes
- b) Allow only trained personnel to operate
- c) Follow Lessor's operating procedures
- d) Report malfunctions promptly

5. WARRANTY AND PERFORMANCE STANDARDS

1 ****Uptime Guarantee****: Lessor warrants 98% system uptime during

2 ****Performance Metrics****:

- a) Navigation accuracy within 1 inch
- b) Load capacity up to 1,000 pounds
- c) Maximum speed of 2 meters per second
- d) Battery life of 12 hours per charge

6. INSURANCE AND LIABILITY

1 Lessee shall maintain commercial general liability insurance of \$5,000,000.

2 Lessor shall maintain product liability insurance of \$10,000,000.

3 Equipment shall be insured against damage or loss by Lessee.

7. TERMINATION

1 ****Early Termination****: Requires 90 days written notice and payment of termination fee.

2 ****Default****: Material breach uncured within 30 days constitutes default.

3 ****Effect****: Upon termination, Lessee shall:

a) Cease use of System

b) Allow Lessor to remove Equipment

c) Pay outstanding amounts

d) Return all documentation

8. CONFIDENTIALITY

1 All technical information, software, and performance data shall be c

2 Survival of confidentiality obligations for 5 years post-termination.

9. MISCELLANEOUS

1 ****Assignment****: No assignment without prior written consent.

2 ****Force Majeure****: Standard force majeure provisions apply.

3 ****Governing Law****: Delaware law governs.

4 ****Disputes****: Binding arbitration in Boston, Massachusetts.

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

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Victoria Wells

Title: Chief Financial Officer

Date:

FROZEN FOODS EXPRESS, INC.

By: - 8 -

Name:

Title:

Date:

[EXHIBIT A - Equipment Specifications to follow]

