

EQUIPMENT SERVICE CONTRACT

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THIS EQUIPMENT SERVICE CONTRACT (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 2850 Arctic Circle Drive, Cambridge, MA 02142 ("Service
Provider")

and

POLAR STAR STORAGE, LLC, a Massachusetts limited liability company

principal place of business at 400 Coldstream Way, Worcester, MA 01601
("Customer")

1. DEFINITIONS

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

2 "Services" means the maintenance, repair, and support services for

3 "Facility" means Customer's temperature-controlled storage facility located at

4 "Response Time" means the period between Service Provider's receipt of

2. SCOPE OF SERVICES

1 Scheduled Maintenance

- - 2 -

Quarterly preventive maintenance inspections

-

System optimization and calibration

-

Software updates and patches

-

Battery system maintenance

-

Navigation sensor alignment

-

Mechanical component inspection and lubrication

2 Emergency Services

-

24/7 emergency response for critical failures

-

Remote diagnostic support

-

On-site technical support

-

Emergency parts replacement

-

System recovery and restart services

3 Performance Monitoring

-

Monthly performance reports

-

System utilization analytics

- - 4 -

Temperature tolerance monitoring

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Navigation accuracy assessments

-

Battery efficiency tracking

3. SERVICE LEVELS

1 Response Times

-

Critical Issues: 2-hour response time

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Major Issues: 4-hour response time

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Minor Issues: Next business day

2 Service Availability

-

Emergency services available 24/7/365

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Scheduled maintenance during non-peak hours

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Remote support available Monday-Friday, 8:00 AM - 8:00 PM EST

3 Performance Standards

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98% equipment uptime guarantee

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Maximum 30-minute mean time to repair

- - 6 -

99% navigation accuracy maintenance

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Temperature operating range compliance (-30 F to 32 F)

4. COMPENSATION

1 Service Fees

-

Base annual service fee: \$125,000

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Emergency service calls: \$500 per incident

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After-hours premium: 1.5x standard rate

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Parts and materials at cost plus 15%

2 Payment Terms

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Annual fee payable quarterly in advance

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Emergency service fees billed monthly

-

Net 30 payment terms

-

1.5% monthly late payment charge

5. TERM AND TERMINATION

1 Initial Term

- - 8 -

Three (3) years from the Effective Date

2 Renewal

-

Automatic one-year renewals unless terminated

-

90-day written notice required for non-renewal

3 Termination Rights

-

For cause with 30 days' notice and opportunity to cure

-

Immediate termination for bankruptcy or insolvency

-

Customer may terminate with 180 days' notice and early termination f

6. WARRANTIES AND LIMITATIONS

1 Service Provider warrants that:

-

Services will be performed in a professional manner

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Technicians will be properly trained and certified

-

Replacement parts will be new or like-new condition

-

Services will comply with manufacturer specifications

2 Limitations

- - 10 -

No warranty for Equipment misuse or abuse

-

Force majeure events excluded

-

Consequential damages excluded

-

Maximum liability limited to annual service fees paid

7. CONFIDENTIALITY

1 Both parties shall protect confidential information including:

-

Technical specifications

-

Pricing information

-

Customer data

-

Performance metrics

-

Proprietary technology details

2 Survival

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Confidentiality obligations survive termination

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Five-year post-termination duration

8. INSURANCE

1 Service Provider shall maintain:

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Commercial General Liability: \$5,000,000

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Workers' Compensation: Statutory limits

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Professional Liability: \$2,000,000

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Cyber Liability: \$3,000,000

9. MISCELLANEOUS

1 Assignment

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No assignment without written consent

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Permitted to affiliates with notice

2 Governing Law

-

Massachusetts law governs

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Exclusive jurisdiction in Worcester County

3 Entire Agreement

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Complete understanding of parties

-

Modifications in writing only

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Purchase orders subject to these terms

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

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Victoria Wells

Title: Chief Financial Officer

Date:

POLAR STAR STORAGE, LLC

By:

Name:

Title: - 15 -

Date:

EXHIBIT A

[Equipment Schedule and Specifications]

[Intentionally omitted from sample]

