## **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 it of business at 2850 Arctic Circle Drive, Cambridge, MA 02142 ("Servi Provider")

and

POLAR STAR STORAGE, LLC, a Massachusetts limited liability com

principal place of business at 400 Coldstream Way, Worcester, MA 07 ("Customer")

#### 1. DEFINITIONS

- 1 "Equipment" means the BlueCore(TM) autonomous mobile robots a
- 2 "Services" means the maintenance, repair, and support services for
- 3 "Facility" means Customer's temperature-controlled storage facility
- 4 "Response Time" means the period between Service Provider's rec

#### 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
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Remote diagnostic support
-
On-site technical support
-
Emergency parts replacement
-
System recovery and restart services
2 Dayleyman on Manitevin a
3 Performance Monitoring
- Manthibu naufannanan nan nan anta
Monthly performance reports
- Contains utilization analytics
System utilization analytics

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Temperature tolerance monitoring

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Navigation accuracy assessments

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Battery efficiency tracking

## 3. SERVICE LEVELS

1 Response Times

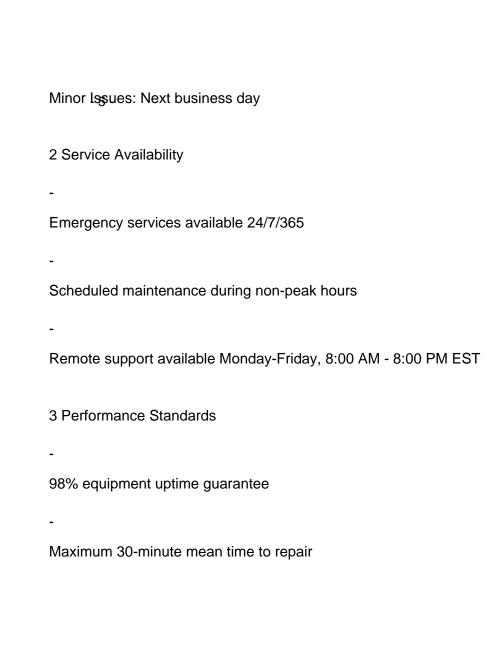
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Critical Issues: 2-hour response time

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Major Issues: 4-hour response time

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99% navigation accuracy maintenance

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

## 4. COMPENSATION

1 Service Fees

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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

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Net 30 payment terms

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1.5% monthly late payment charge

## **5. TERM AND TERMINATION**

1 Initial Term

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

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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

Technicians will be properly trained and certified

Replacement parts will be new or like-new condition

Services will comply with manufacturer specifications

2 Limitations

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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		
<u>-</u>		

Pricing information		
-		
Customer data		
-		
Performance metrics		
-		
Proprietary technology details		
2 Survival		
-		
Confidentiality obligations survive termination		
-		
Five-year post-termination duration		

8. INSURANCE

1 Serviçe 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

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Massachusetts law governs

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Exclusive jurisdiction in Worcester County

3 Entire Agreement

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Complete understanding of parties

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Modifications in writing only

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Purchase orders subject to these terms
IN WITNESS WHEREOF, the parties have executed this Agreement 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]

