

EQUIPMENT PURCHASE CONTRACT - SNOWFLAKE STORAGE SYSTEMS

EQUIPMENT PURCHASE CONTRACT

THIS EQUIPMENT PURCHASE CONTRACT (the "Agreement") is made
of February 15, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its pr
of business at 2850 Arctic Way, Suite 400, Burlington, Massachusetts 01803
("Buyer")

and

SNOWFLAKE STORAGE SYSTEMS, INC., a Minnesota corporation with

place of business at 1200 Glacier Road, Minneapolis, Minnesota 55403 ("Seller")

RECITALS

WHEREAS, Seller is engaged in the business of manufacturing and selling industrial-grade cold storage systems and related equipment;

WHEREAS, Buyer desires to purchase certain cold storage testing equipment for use in its autonomous mobile robot development and testing facilities; and

WHEREAS, Seller desires to sell such equipment to Buyer pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. EQUIPMENT AND PURCHASE PRICE

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1 ****Equipment****. Seller agrees to sell and Buyer agrees to purchase the following:

(a) Three (3) Model SS-5000 Ultra-Low Temperature Testing Chambers

(b) Two (2) Model SS-3200 Thermal Cycling Units

(c) One (1) Model SS-8000 Walk-In Cold Testing Facility

(d) Associated control systems and monitoring equipment as specified in Exhibit A

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2 ****Purchase Price****. The total purchase price for the Equipment shall be \$1,500,000 (One Million Five Hundred Thousand Dollars).

2. PAYMENT TERMS

- - 3 -

1 ****Payment Schedule****. Buyer shall pay the Purchase Price as follows:

(a) 30% (\$825,000) upon execution of this Agreement

(b) 40% (\$1,100,000) upon delivery of Equipment

(c) 30% (\$825,000) upon successful installation and acceptance testing

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2 ****Method of Payment****. All payments shall be made by wire transfer to S

3. DELIVERY AND INSTALLATION

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1 ****Delivery****. Seller shall deliver the Equipment to Buyer's facility at 2850

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2 ****Installation****. Seller shall complete installation of the Equipment within

- - 4 -

3 ****Acceptance Testing****. Upon completion of installation, the Equipment shall

4. WARRANTIES AND REPRESENTATIONS

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1 ****Equipment Warranty****. Seller warrants that the Equipment shall:

- (a) Be new and unused
- (b) Conform to specifications in Exhibit A
- (c) Be free from defects in materials and workmanship
- (d) Operate in accordance with Seller's published specifications
- (e) Maintain stable performance at temperatures down to -40°C

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2 ****Warranty Period****. The warranty period shall be twenty-four (24) months

5. MAINTENANCE AND SUPPORT

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1 ****Preventive Maintenance****. Seller shall provide quarterly preventive maintenance

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2 ****Technical Support****. Seller shall provide 24/7 technical support for critical

6. INTELLECTUAL PROPERTY

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1 ****License Grant****. Seller grants Buyer a perpetual, non-exclusive license

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2 ****IP Rights****. Each party retains all intellectual property rights existing prior

7. TERMINATION

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1 ****Termination for Cause****. Either party may terminate this Agreement for

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2 ****Effect of Termination****. Upon termination, Buyer shall pay for Equipm

8. LIMITATION OF LIABILITY

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1 ****Liability Cap****. Seller's aggregate liability shall not exceed the Purchase

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2 ****Exclusion****. Neither party shall be liable for indirect, consequential, or

9. MISCELLANEOUS

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1 ****Force Majeure****. Neither party shall be liable for delays due to circumstances beyond its control.

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2 ****Assignment****. Neither party may assign this Agreement without prior written consent of the other party.

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3 ****Governing Law****. This Agreement shall be governed by Delaware law.

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4 ****Entire Agreement****. This Agreement constitutes the entire agreement between the parties.

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5 ****Amendments****. This Agreement may only be modified in writing signed by both parties.

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

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Victoria Wells

Title: Chief Financial Officer

Date:

SNOWFLAKE STORAGE SYSTEMS, INC.

By:

Name: Robert Frost

Title: Chief Executive Officer

Date: - 9 -

[Exhibits A, B, and C to be attached]

