

ROBOT FLEET LEASE TERMS AND CONDITIONS

MedCold Storage Systems Program

Agreement No. PDR-MC-2024-001

1. PARTIES

This Robot Fleet Lease Terms and Conditions Agreement (the "Agreement") is entered into as of [DATE] by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 2500 Arctic Way, Cambridge, MA 02142 ("Lessor")

and

[LESSEE NAME], a [jurisdiction] [entity type] with its principal place of business at [address] ("Lessee")

2. DEFINITIONS

1 "Equipment" means the IceNav-enabled autonomous mobile robots and associated hardware specified in Schedule A.

2 "Cold Storage Environment" means any controlled temperature environment maintained between -30 C and +10 C.

3 "Operating Parameters" means the specifications and operational guidelines set forth in Schedule B.

4 "Maintenance Services" means the services described in Section 6 of this Agreement.

3. LEASE TERMS

1 ****Term****: Initial term of thirty-six (36) months from the Delivery Date, unless terminated earlier pursuant to Section 11.

2 ****Rental Payment****: Monthly payment as specified in Schedule C, due on the first business day of each month.

3 ****Security Deposit****: Equal to two (2) months' rental payment, to be held by Lessor without

interest.

4. DELIVERY AND ACCEPTANCE

1 Lessor shall deliver the Equipment to Lessee's designated facility on the agreed Delivery Date.

2 Lessee shall inspect the Equipment within 48 hours of delivery and provide written notice of acceptance or rejection.

3 Risk of loss transfers to Lessee upon signed acceptance of delivery.

5. USE AND OPERATING CONDITIONS

1 Lessee shall:

- a) Operate Equipment solely within specified Cold Storage Environments
- b) Maintain facility temperatures within Operating Parameters
- c) Follow all IceNav system protocols and safety guidelines
- d) Restrict Equipment operation to trained personnel
- e) Maintain detailed operational logs

2 Prohibited Uses:

- a) Operation outside specified temperature ranges
- b) Modification of IceNav software or hardware
- c) Removal of Equipment from designated facility
- d) Sublease or transfer without written consent

6. MAINTENANCE AND SUPPORT

1 Lessor shall provide:

- a) Quarterly preventive maintenance
- b) 24/7 remote diagnostic support
- c) Software updates and patches
- d) Replacement of worn components
- e) Annual thermal system recalibration

2 Lessee shall:

- a) Perform daily operational checks
- b) Report malfunctions within 4 hours
- c) Maintain cleanliness standards
- d) Enable remote monitoring access
- e) Schedule maintenance windows

7. WARRANTY AND LIABILITY

1 Lessor warrants Equipment operation in temperatures to -30 C.

2 Warranty excludes damage from:

- a) Operation outside Parameters
- b) Unauthorized modifications
- c) Negligent handling
- d) Power supply fluctuations
- e) Facility environmental failures

3 LIMITATION OF LIABILITY: Lessor's liability shall not exceed 12 months' lease payments.

8. INSURANCE

1 Lessee shall maintain:

- a) Property insurance covering Equipment replacement value
- b) General liability insurance of \$5,000,000
- c) Workers' compensation coverage
- d) Business interruption insurance

2 Policies shall name Lessor as additional insured and loss payee.

9. INTELLECTUAL PROPERTY

1 IceNav software and associated intellectual property remain Lessor's exclusive property.

2 Lessee receives limited license for Equipment operation only.

3 Data collection and usage rights as specified in Schedule D.

10. CONFIDENTIALITY

1 Parties shall protect confidential information for 5 years post-termination.

2 Excludes information:

- a) Publicly available
- b) Independently developed
- c) Received from third parties
- d) Required by law to disclose

11. TERMINATION

1 Termination for cause with 30 days' notice and opportunity to cure.

2 Early termination fee equal to 50% of remaining lease payments.

3 Equipment return within 5 business days of termination.

12. GOVERNING LAW

1 Agreement governed by Delaware law.

2 Exclusive jurisdiction in Delaware courts.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name:

Title:

Date:

[LESSEE NAME]

By: _

Name:

Title:

Date: