

**SOFTWARE LICENSE AND MAINTENANCE AGREEMENT**

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THIS SOFTWARE LICENSE AND MAINTENANCE AGREEMENT (the "Agreement") was entered into as of March 1, 2024 (the "Effective Date"), by and between

NaviFloor Robotics, Inc., a Delaware corporation with its principal place of business at 2500 Innovation Drive, Boston, MA 02210 ("Licensor")

and

The Kroger Co., an Ohio corporation with its principal place of business at 100 Vine Street, Cincinnati, OH 45202 ("Licensee")

## 1. DEFINITIONS

1 "Documentation" means user manuals, technical manuals, and any

2 "Software" means Licensor's proprietary NaviFleet(TM) Enterprise F

3 "Maintenance Services" means the support and maintenance service

4 "Updates" means any patches, bug fixes, or minor improvements to

5 "Upgrades" means any new versions or major improvements to the

## 2. LICENSE GRANT

1 Subject to the terms and conditions of this Agreement, Licensor her

(a) Install and use the Software on up to 500 autonomous mobile robo

Licensee's distribution centers;

(b) Make copies of the Software solely for backup purposes;

(c) Use the Documentation in connection with Licensee's use of the S

2 License Restrictions. Licensee shall not:

(a) Modify, translate, or create derivative works of the Software;

(b) Reverse engineer, decompile, or disassemble the Software;

(c) Remove any proprietary notices or labels from the Software;

(d) Use the Software for third-party training, commercial timesharing, service bureau use.

### **3. FEES AND PAYMENT**

1 License Fees. Licensee shall pay Licensor the license fees set forth

2 Maintenance Fees. Licensee shall pay annual maintenance fees as

3 Taxes. All fees are exclusive of taxes, duties, or similar government

#### **4. MAINTENANCE SERVICES**

1 Standard Support Services. Licensor shall provide:

- (a) 24/7 technical support via phone and email;
- (b) Remote diagnostic services;
- (c) Access to Licensor's online knowledge base;
- (d) Bug fixes and error corrections.

2 Updates and Upgrades. Licensor shall provide:

- (a) All Updates at no additional charge;
- (b) All Upgrades at no additional charge during the maintenance term

(c) Installation assistance for Updates and Upgrades.

3 Response Times. Licensor shall respond to support requests according to the following:

## **5. TERM AND TERMINATION**

1 Term. This Agreement commences on the Effective Date and continues until terminated.

2 Termination for Cause. Either party may terminate this Agreement upon written notice if the other party is in breach of any material term of this Agreement.

3 Effect of Termination. Upon termination:

- (a) All licenses granted herein shall immediately terminate;
- (b) Licensee shall cease all use of the Software;
- (c) Licensee shall return or destroy all copies of the Software and Documentation.

## **6. WARRANTIES AND DISCLAIMERS**

1 Software Warranty. Licensor warrants that the Software will perform

2 Maintenance Warranty. Licensor warrants that Maintenance Service

3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH ABOVE, LICEN

## **7. LIMITATION OF LIABILITY**

1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDII

2 LICENSOR'S TOTAL CUMULATIVE LIABILITY SHALL NOT EXCE

## **8. CONFIDENTIALITY**

1 Each party shall maintain the confidentiality of all Confidential Inform

## 9. GENERAL PROVISIONS

1 Assignment. Neither party may assign this Agreement without the p

2 Governing Law. This Agreement shall be governed by the laws of th

3 Entire Agreement. This Agreement constitutes the entire agreement

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

NAVIFLOOR ROBOTICS, INC.

**By:**

Name: ~~James~~ James Wilson

Title: Chief Financial Officer

**Date:**

THE KROGER CO.

**By:**

**Name:**

**Title:**

**Date:**

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



