TRAINING SERVICES AGREEMENT - SYSCO FOODS

TRAINING SERVICES AGREEMENT

THIS TRAINING SERVICES AGREEMENT (the "Agreement") is made an of February 1, 2024 (the "Effective Date"), by and between NaviFloor Robot Inc., a Delaware corporation with its principal place of business at 2500 Innovation Drive, Boston, Massachusetts 02210 ("Provider"), and Sysco Foo Corporation, a Delaware corporation with its principal place of business at 1 Enclave Parkway, Houston, Texas 77077 ("Client").

RECITALS

WHEREAS, Provider is in the business of developing and implementing automobile robot ("AMR") systems and provides associated training services;

WHEREAS, Client desires to engage Provider to provide certain training ser related to the operation, maintenance, and management of Provider's AMR s and

WHEREAS, Provider desires to provide such training services to Client under terms and conditions set forth herein.

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

1. DEFINITIONS

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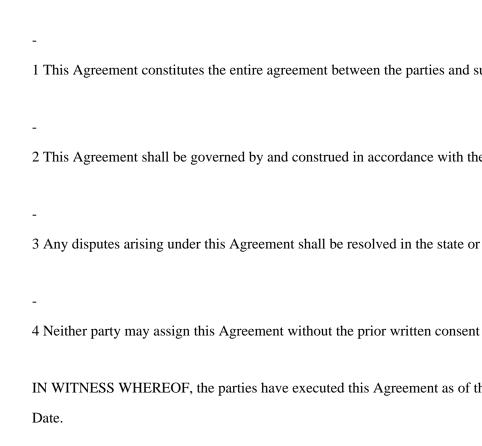
3 Provider shall provide all necessary Training Materials for the Training Se
3. FEES AND PAYMENT
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1 Client shall pay Provider the fees set forth in Exhibit C ("Fees") for the Tra
2 Provider shall invoice Client monthly for Training Services rendered. All i
3 All Fees are exclusive of applicable taxes, travel expenses, and other out-o
4. TERM AND TERMINATION
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1 This Agreement shall commence on the Effective Date and continue for a
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2 Either party may terminate this Agreement upon thirty (30) days' written n
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3 Upon termination, Client shall pay Provider for all Training Services rende
5. INTELLECTUAL PROPERTY
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- 1 Provider shall retain all right, title, and interest in and to the Training Mate
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6. CONFIDENTIALITY
- 1 Each party agrees to maintain the confidentiality of the other party's Confidentiality
2 The obligations of confidentiality shall survive the termination of this Agree
7. WARRANTIES AND LIMITATIONS
- 1 Provider warrants that the Training Services will be performed in a profess
- 2 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROV

8. INDEMNIFICATION
- 1 Provider shall indemnify and hold harmless Client from any third-party cla
- 2 Client shall indemnify and hold harmless Provider from any claims arising
9. LIMITATION OF LIABILITY
- 1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIR
- 2 Provider's total liability under this Agreement shall not exceed the amount

10. GÉNERAL PROVISIONS



NAVIFI ₈ QOR ROBOTICS, INC.		
By:		
Name: James Wilson		
Title: Chief Financial Officer		
Date:		
SYSCO FOODS CORPORATION		
By:		
Name:		
Title:		
Date:		
[Exhibits A, B, and C to be attached]		

