

WAREHOUSE AUTOMATION LICENSE - PEPSI BOTTLING

WAREHOUSE AUTOMATION LICENSE AGR

THIS WAREHOUSE AUTOMATION LICENSE 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, Massachusetts 02210 ("Licensor")

and

Pepsi Bottling Group, LLC, a Delaware limited liability company with its principal place of business at 100 Stevens Avenue, Valhalla, New York 10595 ("Licensee")

("Licensee")

RECITALS

WHEREAS, Licenser owns and has developed certain proprietary warehouse automation technology, including autonomous mobile robots and fleet management systems utilizing advanced terrain-mapping capabilities (the "Licensed Technology");

WHEREAS, Licensee desires to implement the Licensed Technology at its distribution bottling facilities; and

WHEREAS, Licenser desires to grant Licensee certain rights to use the Licensed Technology pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein,

parties agree as follows:

1. DEFINITIONS

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1 "Documentation" means all user manuals, technical specifications, and other

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2 "Intellectual Property Rights" means all patents, copyrights, trade secrets, t

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3 "Licensed Facilities" means Licensee's bottling facilities listed in Exhibit A

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4 "System" means the complete warehouse automation solution, including ha

2. LICENSE GRANT

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

- (a) Install and use the System at the Licensed Facilities;
- (b) Access and use the Documentation; and
- (c) Train Licensee's employees on proper System operation.

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2 Licensee shall not:

- (a) Sublicense, sell, lease, or otherwise transfer the System;
- (b) Modify, reverse engineer, or create derivative works;
- (c) Remove or alter any proprietary notices or marks; or
- (d) Use the System outside of Licensed Facilities.

3. FEES AND PAYMENT

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1 License Fees. Licensee shall pay Licensor the following fees:

(a) Initial deployment fee of \$750,000 per Licensed Facility

(b) Annual maintenance fee of \$150,000 per Licensed Facility

(c) Usage-based fees as detailed in Exhibit B

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2 Payment Terms. All fees are due within 30 days of invoice date. Late payment

4. IMPLEMENTATION AND SUPPORT

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1 Implementation Services. Licensor shall provide implementation services i

- (a) Site assessment and mapping
- (b) System installation and configuration
- (c) Initial staff training
- (d) System validation and testing

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2 Support Services. Licensor shall provide:

- (a) 24/7 technical support
- (b) Quarterly maintenance visits
- (c) Software updates and patches
- (d) Emergency response within 4 hours

5. INTELLECTUAL PROPERTY

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1 Ownership. Licensor retains all right, title, and interest in the System and a

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2 Improvements. Any improvements, modifications, or enhancements to the

6. CONFIDENTIALITY

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1 Each party shall maintain the confidentiality of all proprietary information

7. WARRANTY AND LIMITATION OF LIABILITY

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1 Licensor warrants that the System will perform substantially in accordance

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2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SYSTEM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE LICENSOR BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SYSTEM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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3 IN NO EVENT SHALL LICENSOR'S LIABILITY EXCEED THE FEES PAID BY USER TO LICENSOR FOR THE USE OF THE SYSTEM.

8. TERM AND TERMINATION

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1 Term. This Agreement shall commence on the Effective Date and continue until terminated by either party.

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2 Termination. Either party may terminate for material breach upon 30 days' written notice.

9. GENERAL PROVISIONS

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1 Governing Law. This Agreement shall be governed by Delaware law.

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2 Assignment. Neither party may assign this Agreement without prior written

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3 Entire Agreement. This Agreement constitutes the entire understanding bet

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

NAVIFLOOR ROBOTICS, INC.

By:

Name: James Wilson

Title: Chief Financial Officer

Date: - 9 -

PEPSI BOTTLING GROUP, LLC

By:

Name:

Title:

Date:

