

UPGRADE SERVICE AGREEMENT - DOLLAR GENERAL

UPGRADE SERVICE AGREEMENT

THIS UPGRADE SERVICE AGREEMENT (the "Agreement") is made and entered into on this 15th day of February, 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 ("Provider"), and Dollar General Corporation, a Tennessee corporation with its principal place of business at 1 Mission Ridge, Goodlettsville, Tennessee 37072 ("Customer").

RECITALS

WHEREAS, Provider is in the business of developing, manufacturing, and maintaining autonomous mobile robots ("AMRs") and related fleet management systems;

WHEREAS, Customer has previously purchased Provider's AMR systems pursuant to that certain Master Purchase Agreement dated June 1, 2023 (the "Master Agreement"); and

WHEREAS, Customer desires to receive, and Provider desires to provide, certain upgrade services for Customer's existing AMR fleet.

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

1. DEFINITIONS

- - 2 -

1 "Authorized Personnel" means Customer's employees and contractors who

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2 "Documentation" means Provider's technical specifications, user manuals,

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3 "Hardware Upgrades" means physical modifications or replacements to AMR

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4 "Software Upgrades" means updates, patches, or new versions of the AMR

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5 "Upgrade Services" means the Hardware Upgrades and Software Upgrades

2. SCOPE OF SERVICES

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1 Provider shall perform the Upgrade Services for Customer's existing fleet of

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2 The Upgrade Services shall include:

(a) Installation of enhanced LiDAR sensors (Model NF-350X)

(b) Replacement of terrain mapping processors

(c) Implementation of Version 4.0 navigation software

(d) Fleet management platform updates

(e) Integration testing and validation

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3 Provider shall complete the Upgrade Services according to the schedule set

3. FEES AND PAYMENT

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1 Customer shall pay Provider the following fees:

(a) Hardware Upgrade Fee: \$12,500 per AMR unit

(b) Software Upgrade License Fee: \$5,000 per AMR unit

(c) Installation and Testing Fee: \$2,500 per AMR unit

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2 Provider shall invoice Customer monthly for Upgrade Services completed

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3 Customer shall pay all undisputed amounts within thirty (30) days of receipt

4. CUSTOMER OBLIGATIONS

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1 Customer shall:

- (a) Provide Provider with reasonable access to the AMR systems
- (b) Designate a project coordinator
- (c) Ensure adequate network infrastructure
- (d) Maintain appropriate environmental conditions
- (e) Schedule downtime for each AMR unit

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2 Customer shall not modify or attempt to modify any Upgrades without Pro

5. WARRANTIES

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1 Provider warrants that:

- (a) The Upgrade Services will be performed in a professional manner
- (b) The Upgrades will materially conform to the specifications

(c) The Upgrades will be compatible with Customer's existing systems

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2 The warranty period for Hardware Upgrades shall be twelve (12) months from the date of installation

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3 The warranty period for Software Upgrades shall be ninety (90) days from the date of installation

6. INTELLECTUAL PROPERTY

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1 Provider retains all intellectual property rights in the Upgrades.

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2 Customer receives a non-exclusive, non-transferable license to use the Software for its internal business purposes

7. LIMITATION OF LIABILITY

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1 Neither party shall be liable for any indirect, incidental, special, or consequential damages.

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2 Provider's total liability shall not exceed the fees paid for the Upgrade Service.

8. TERM AND TERMINATION

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1 This Agreement shall commence on the Effective Date and continue until completion of the Upgrade Service.

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2 Either party may terminate this Agreement upon thirty (30) days written notice.

9. CONFIDENTIALITY

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1 Each party shall protect the other's confidential information with the same

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2 The confidentiality obligations shall survive for three (3) years after termin

10. GENERAL PROVISIONS

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1 This Agreement shall be governed by Delaware law.

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2 Any disputes shall be resolved in the state or federal courts of Delaware.

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3 This Agreement may be amended only in writing signed by both parties.

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

NAVIFLOOR ROBOTICS, INC.

By:

Name: James Wilson

Title: Chief Financial Officer

Date:

DOLLAR GENERAL CORPORATION

By:

Name: 10 -

Title:

Date:

[Exhibits A-D to be attached]

