# TECHNICAL TRAINING AGREEMENT - BJ'S WHOLESALE

## TECHNICAL TRAINING AGREEMENT

THIS TECHNICAL TRAINING AGREEMENT (the "Agreement") is made of February 15, 2024 (the "Effective Date"), by and between:

NAVIFLOOR ROBOTICS, INC., a Delaware corporation with its principal business at 2500 Innovation Drive, Boston, Massachusetts 02210 ("Provider"

and

BJ'S WHOLESALE CLUB, INC., a Delaware corporation with its principal business at 25 Research Drive, Westborough, Massachusetts 01581 ("Client"

### **RECITALS**

WHEREAS, Provider is engaged in the business of developing and deployin autonomous mobile robots ("AMRs") and related fleet management systems warehouse and distribution center environments;

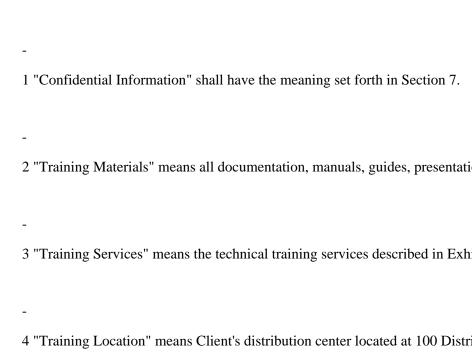
WHEREAS, Client desires to receive technical training services from Provider relating to the operation, maintenance, and optimization of Provider's AMR systems recently purchased under that certain Master Purchase Agreement design January 10, 2024 (the "Purchase Agreement"); and

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 contained he parties agree as follows:

# 1. DEFINITIONS

2. SCOPE OF SERVICES



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1 Provider shall provide the Training Services at the Training Location according
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2 Provider shall supply all necessary Training Materials, equipment, and qua
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3 Training Services shall include both classroom-based instruction and hand

(a) AMR system architecture and components

(b) NaviFloor terrain-mapping technology

(c) Fleet management software operation

(d) Maintenance procedures and troubleshooting

(e) Safety protocols and emergency procedures

(f) System optimization and performance monitoring

## 3. CLEENT RESPONSIBILITIES

1 Client shall:

- (a) Provide adequate facilities for classroom training
- (b) Ensure selected personnel attend all scheduled sessions
- (c) Maintain a safe working environment
- (d) Grant Provider access to necessary areas of the Training Location
- (e) Make available relevant equipment for hands-on training

2 Client shall ensure that all training participants have completed Provider's

### 4. FEES AND PAYMENT

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1 Client shall pay Provider a fixed fee of \$75,000 for the Training Services (
2 The Training Fee shall be paid as follows:
(a) 50% upon execution of this Agreement
(b) 50% upon completion of the Training Services
3 Additional training sessions beyond those specified in Exhibit A shall be c
5. INTELLECTUAL PROPERTY
1 Provider retains all right, title, and interest in the Training Materials and ar

6 -
2 Client is granted a limited, non-exclusive license to use the Training Mater
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3 Client shall not:
(a) Copy or reproduce the Training Materials
(b) Distribute Training Materials to third parties
(c) Create derivative works based on the Training Materials
(d) Remove any copyright or proprietary notices
6. WARRANTY AND LIMITATION OF LIABILITY
1 Provider warrants that the Training Services will be performed in a profess

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2 EXCEPT AS EXPRESSLY SET FORTH HEREIN, PROVIDER MAKES
- 3 Provider's total liability under this Agreement shall not exceed the amount
7. CONFIDENTIALITY
- 1 Each party shall maintain the confidentiality of all non-public information
- 2 Confidentiality obligations shall survive termination of this Agreement for
8. TERM AND TERMINATION

8 -
1 This Agreement shall commence on the Effective Date and continue until
2 Either party may terminate this Agreement upon 30 days' written notice.
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3 Upon termination, Client shall pay Provider for all Training Services render
9. GENERAL PROVISIONS
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1 This Agreement shall be governed by the laws of the Commonwealth of M
2 This Agreement constitutes the entire agreement between the parties regard
2 This rigidement constitutes the entire agreement between the parties regard

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3 No modification shall be effective unless in writing and signed by both par
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4 Neither party may assign this Agreement without the prior written consent
IN WITNESS WHEREOF, the parties have executed this Agreement as of the
Date.
NAVIFLOOR ROBOTICS, INC.
By:
Name: Richard Torres
Title: Chief Operating Officer
Date:

BJ'S WHOLESALE CLUB, INC.	
By:	
Name:	
Title:	
Date:	
EXHIBIT A	
[Training Schedule and Detailed Curriculum	m]
[Intentionally omitted from sample]	

