

**MAINTENANCE SCHEDULE AGREEMENT - TRACTOR SUPPLY**

**MAINTENANCE SCHEDULE AGREEMENT**

THIS MAINTENANCE SCHEDULE AGREEMENT (the "Agreement") is made as of February 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 ("Service Provider")

and

Tractor Supply Company, a Delaware corporation with its principal place of

business at 5401 Virginia Way, Brentwood, Tennessee 37027 ("Client")

## **RECITALS**

WHEREAS, Service Provider is in the business of providing autonomous mobile robots ("AMRs") and related maintenance services;

WHEREAS, Client operates distribution centers requiring AMR maintenance services;

WHEREAS, the parties desire to establish a maintenance schedule for Client fleet;

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

## **1. DEFINITIONS**

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1 "AMR Fleet" means the collection of NaviFloor NT-350 and NT-500 auton

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2 "Maintenance Services" means the scheduled maintenance, repairs, and sof

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3 "Service Location" means Client's distribution centers located at:

a) 1250 Distribution Way, Pendleton, IN 46064

b) 8250 Logistics Drive, Frankfort, NY 13340

c) 4975 Mercury Drive, Whitestown, IN 46075

## **2. MAINTENANCE SCHEDULE**

- - 3 -

## 1 Regular Maintenance Intervals

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Level 1 Inspection: Every 500 operating hours

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Level 2 Maintenance: Every 2,000 operating hours

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Level 3 Overhaul: Every 8,000 operating hours

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## 2 Level 1 Inspection Scope

a) Visual inspection of all external components

b) Sensor calibration verification

c) Battery performance assessment

d) Navigation system diagnostic check

e) Firmware version verification

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### 3 Level 2 Maintenance Scope

a) All Level 1 inspection items

b) Drive system component replacement

c) Battery deep-cycle testing

d) LiDAR sensor cleaning and calibration

e) Terrain mapping system recalibration

f) Software updates implementation

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### 4 Level 3 Overhaul Scope

a) Complete system teardown and inspection

b) Major component replacement

c) Full sensor array replacement

d) Operating system upgrade

e) Complete recertification testing

### **3. SERVICE PROVIDER OBLIGATIONS**

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1 Service Provider shall:

a) Maintain detailed service records for each AMR

b) Provide 48-hour advance notice of scheduled maintenance

c) Complete maintenance during Client's off-peak hours

d) Supply all replacement parts and materials

e) Maintain proper insurance coverage

f) Ensure technician certification and training

- - 6 -

## 2 Response Times

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Emergency Response: 4 hours

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Non-Emergency Service: 24 hours

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Scheduled Maintenance: As per Section 2

## **4. CLIENT OBLIGATIONS**

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1 Client shall:

a) Provide access to Service Locations

b) Maintain proper operating environment

- c) Report issues promptly via designated channels
- d) Maintain network connectivity for remote diagnostics
- e) Follow prescribed operating procedures

## **5. COMPENSATION**

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### **1 Maintenance Fees**

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Level 1 Inspection: \$750 per AMR

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Level 2 Maintenance: \$2,500 per AMR

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Level 3 Overhaul: \$7,500 per AMR



- - 8 -

2 Emergency Service Fees

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Standard Hours (8am-5pm): \$250/hour

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After Hours: \$375/hour

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Holidays: \$500/hour

## **6. TERM AND TERMINATION**

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1 Term: This Agreement shall commence on the Effective Date and continue

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2 Renewal: Automatic renewal for successive twelve (12) month periods unless

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3 Termination: Either party may terminate for material breach with 30 days'

## **7. WARRANTY AND LIABILITY**

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1 Service Provider warrants that all Maintenance Services will be performed

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2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY

## **8. CONFIDENTIALITY**

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1 Each party shall maintain the confidentiality of all proprietary information

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2 Confidentiality obligations shall survive termination of this Agreement for

## 9. GENERAL PROVISIONS

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1 Force Majeure

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2 Assignment

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3 Governing Law: Delaware

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4 Dispute Resolution

- - 11 -

5 Entire Agreement

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6 Amendments

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7 Notices

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8 Severability

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:**

TRACTOR SUPPLY COMPANY

**By:**

**Name:**

**Title:**

**Date:**

