

## SERVICE AGREEMENT

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THIS SERVICE AGREEMENT (the "Agreement") is made and entered into on this 15th day of January, 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

Gates Corporation, a Colorado corporation with its principal place of business at 1000

at 1144 Fifteenth Street, Suite 1400, Denver, Colorado 80202 ("Client")

## **RECITALS**

WHEREAS, Service Provider is in the business of providing autonomous mobile robot ("AMR") solutions and fleet management services for industrial applications;

WHEREAS, Client desires to engage Service Provider to provide certain implementation and management services; and

WHEREAS, Service Provider desires to provide such services to Client on the terms and conditions set forth herein.

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

## **1. DEFINITIONS**

1 "AMR Fleet" means the collection of autonomous mobile robots provided by Service Provider.

2 "Documentation" means all user manuals, technical manuals, and other materials provided by Service Provider.

3 "Services" means the implementation, maintenance, and management of the AMR Fleet.

4 "Service Level Agreement" or "SLA" means the service level requirements set forth in the Service Level Agreement.

5 "System" means Service Provider's proprietary NaviFloor Platform (TM).

## **2. SERVICES**

1 Scope of Services. Service Provider shall provide the Services described in the Service Level Agreement.

(a) Initial facility mapping and AMR deployment

- (b) System integration and configuration
- (c) Fleet management software implementation
- (d) Ongoing maintenance and support
- (e) Performance monitoring and optimization

2 Service Levels. Service Provider shall perform the Services in accordance with the following:

3 Changes to Services. Any changes to the scope of Services must be approved in writing by the Client.

### **3. FEES AND PAYMENT**

1 Service Fees. Client shall pay Service Provider the fees set forth in the following table:

2 Payment Terms. Service Fees shall be invoiced monthly and paid within 15 days of the invoice date.

3 Late Payments. Overdue amounts shall bear interest at 1.5% per month.

## **4. TERM AND TERMINATION**

1 Term. This Agreement shall commence on the Effective Date and c

2 Renewal. Following the Initial Term, this Agreement shall automatic

3 Termination for Cause. Either party may terminate this Agreement u

## **5. INTELLECTUAL PROPERTY**

1 Service Provider IP. Service Provider retains all right, title, and inter

2 Client Data. Client retains all right, title, and interest in and to Client

3 Restrictions. Client shall not: (a) modify, copy, or create derivative w

## **6. CONFIDENTIALITY**

1 Definition. "Confidential Information" means all non-public information

2 Obligations. Each party shall: (a) protect the other party's Confidential

## **7. WARRANTIES AND DISCLAIMERS**

1 Service Provider warrants that: (a) it has the right to provide the Ser

2 EXCEPT AS EXPRESSLY SET FORTH HEREIN, SERVICE PROV

## **8. LIMITATION OF LIABILITY**

1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCID

2 SERVICE PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED T

## 9. GENERAL PROVISIONS

1 Assignment. Neither party may assign this Agreement without the p

2 Force Majeure. Neither party shall be liable for delays caused by ev

3 Governing Law. This Agreement shall be governed by the laws of th

4 Entire Agreement. This Agreement constitutes the entire agreement

IN WITNESS WHEREOF, the parties have executed this Agreement a

Date.

NAVIFLOOR ROBOTICS, INC.

**By:** - 7 -

Name: James Wilson

Title: Chief Financial Officer

**Date:**

GATES CORPORATION

**By:**

**Name:**

**Title:**

**Date:**

[Exhibits A, B, and C to follow]



