ASTER SERVICE AGREEMENT - TA	RGET LOGISTICS HUB IMPLEMENTATIO
M A	ASTER SERVICE AGREEMENT
TA	RGET LOGISTICS HUB IMPLEMENTATION

("Client").

THIS MASTER SERVICE AGREEMENT (the "Agreement") is made and e

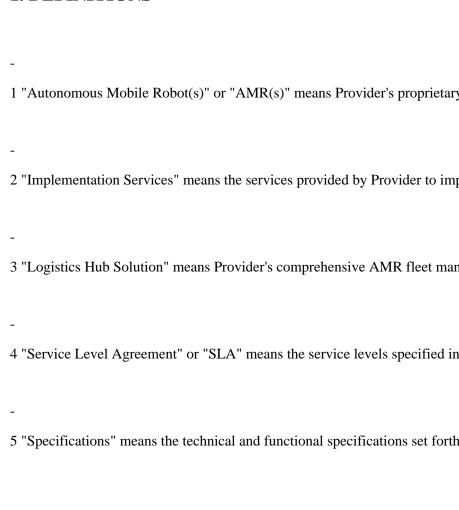
January 15, 2024 (the "Effective Date"), by and between NaviFloor Robotics

Innovation Drive, Wilmington, DE 19801 ("Provider"), and [CLIENT NAM

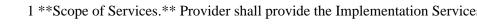
[STATE] corporation with its principal place of business at [ADDRESS]

Inc., a Delaware corporation with its principal place of business at 2500

1. DEFINITIONS



2. SERVICES AND IMPLEMENTATION



2 **Project Phases.**

(a) Phase I: Site Assessment and Mapping

(b) Phase II: AMR Fleet Deployment

(c) Phase III: System Integration

(d) Phase IV: Testing and Validation

(e) Phase V: Staff Training and Handover

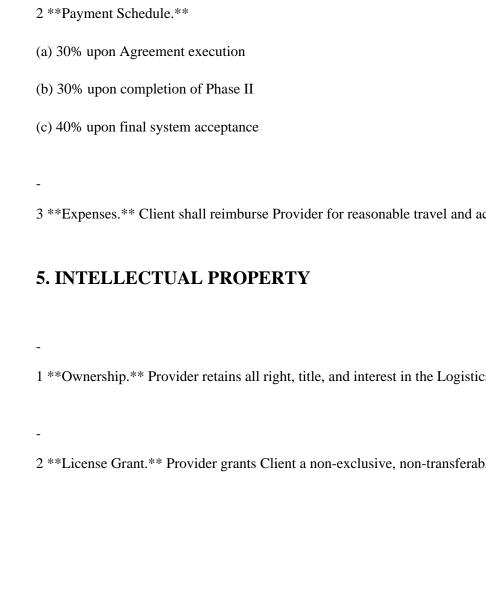
3 **Timeline.** Provider shall complete the Implementation Services accord

3. CLÆNT RESPONSIBILITIES 1 **Facility Access.** Client shall provide Provider with necessary access to 2 **Technical Infrastructure.** Client shall ensure its facility meets the technical shall ensure its facility meets the

4. FEES AND PAYMENT

1 **Implementation Fees.** Client shall pay Provider the implementation fe

3 **Personnel.** Client shall designate qualified personnel to participate in



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3 **Restrictions.** Client shall not modify, reverse engineer, or create deriv
6. CONFIDENTIALITY
- 1 **Confidential Information.** Each party shall protect the other's confidential Information.
-
2 **Exclusions.** Confidentiality obligations shall not apply to information
(a) Is or becomes publicly available through no fault of the receiving party
(b) Is independently developed by the receiving party

(c) Is rightfully received from a third party without restriction

7. WARRANTIES AND LIMITATIONS

6 - 1 **Service Warranty.** Provider warrants that Implementation Services wi
1 "Service warranty." Provider warrants that implementation services wi
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2 **System Warranty.** Provider warrants that the Logistics Hub Solution
_
3 **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, PRO
8. TERM AND TERMINATION
-
1 **Term.** This Agreement commences on the Effective Date and continu
- 1 **Term.** This Agreement commences on the Effective Date and continu
1 **Term.** This Agreement commences on the Effective Date and continu - 2 **Termination for Cause.** Either party may terminate this Agreement up
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9. LIMITATION OF LIABILITY 1 **Cap on Damages.** Provider's aggregate liability shall not exceed the to 2 **Exclusion of Damages.** NEITHER PARTY SHALL BE LIABLE FOR 10. GENERAL PROVISIONS 1 **Force Majeure.** Neither party shall be liable for delays caused by ever 2 **Assignment.** Neither party may assign this Agreement without the oth

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3 **Governing Law.** This Agreement shall be governed by Delaware law.
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4 **Entire Agreement.** This Agreement constitutes the entire agreement b
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: _

[CLIENT NAME]
By: _
Name: _
Title: _
Date: _
[Note: Exhibits A-F to be attached]

