

MAINTENANCE SCHEDULE CONTRACT - SYSCO FOODS

MAINTENANCE SCHEDULE CONTRACT

THIS MAINTENANCE SCHEDULE CONTRACT (the "Agreement") is made this 1 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, MA 02210 ("Service Provider")

and

Sysco Foods Corporation, a Delaware corporation with its principal place of business at 1390 Enclave Parkway, Houston, TX 77077 ("Client")

1. RECITALS

WHEREAS, Service Provider specializes in the deployment and maintenance of autonomous mobile robots ("AMRs") and associated navigation systems for industrial applications;

WHEREAS, Client operates distribution centers requiring regular maintenance of AMR systems; and

WHEREAS, Client wishes to engage Service Provider to provide maintenance services for its AMR fleet according to the terms and conditions set forth herein.

2. DEFINITIONS

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1 "AMR~~2~~Fleet" means the collection of NaviFloor Robotics autonomous mobile

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2 "Maintenance Services" means the scheduled inspection, calibration, repair

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3 "Service Location" means Client's distribution center located at 5800 Distr

3. SCOPE OF SERVICES

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1 Scheduled Maintenance

Service Provider shall perform quarterly preventive maintenance on Client's
Fleet according to the following schedule:

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Q1: March 15-17, 2024

- - 3 -

Q2: June 14-16, 2024

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Q3: September 13-15, 2024

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Q4: December 13-15, 2024

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2 Service Components

Each maintenance visit shall include:

- (a) LiDAR sensor calibration and cleaning
- (b) Navigation system diagnostic testing
- (c) Battery system inspection and optimization
- (d) Wheel and motor assembly maintenance
- (e) Software updates and patch installation

(f) Performance optimization and testing

4. SERVICE PROVIDER OBLIGATIONS

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1 Service Provider shall:

- (a) Provide qualified technicians certified in NaviFloor AMR maintenance
- (b) Supply all necessary tools and diagnostic equipment
- (c) Maintain detailed service records
- (d) Provide post-maintenance performance reports
- (e) Complete services during Client's non-peak operating hours

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2 Response Times

Service Provider shall respond to emergency service requests within:

- - 5 -

Critical Issues: 4 hours

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Major Issues: 8 hours

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Minor Issues: 24 hours

5. CLIENT OBLIGATIONS

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1 Client shall:

- (a) Provide access to Service Location during scheduled maintenance period
- (b) Designate a primary point of contact for maintenance coordination
- (c) Ensure AMR systems are available for servicing
- (d) Maintain appropriate environmental conditions

(e) Report any system anomalies promptly

6. COMPENSATION

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1 Maintenance Fees

Annual maintenance fee: \$175,000 USD, payable in quarterly installments of \$43,750 USD.

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2 Emergency Services

Emergency service calls outside scheduled maintenance:

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Standard Hours (8am-6pm): \$250/hour

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After Hours: \$375/hour

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Holidays: \$500/hour

7. TERM AND TERMINATION

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1 Term

Initial term of one (1) year from the Effective Date, with automatic renewal for successive one-year terms unless terminated.

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2 Termination

Either party may terminate this Agreement with 90 days' written notice.

8. 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 SERVICE PROV

9. CONFIDENTIALITY

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1 Each party shall maintain the confidentiality of all proprietary information

10. INSURANCE

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1 Service Provider shall maintain:

(a) Commercial General Liability: \$2,000,000 per occurrence

(b) Professional Liability: \$5,000,000 aggregate

(c) Workers' Compensation: As required by law

11. GOVERNING LAW

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1 This Agreement shall be governed by the laws of the State of Delaware.

12. ENTIRE AGREEMENT

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1 This Agreement constitutes the entire understanding between the parties and

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:

SYSCO FOODS CORPORATION

By:

Name:

Title:

Date: - 11 -

