

PERFORMANCE-BASED SERVICE LEVEL AGREEMENT

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THIS PERFORMANCE-BASED SERVICE LEVEL AGREEMENT (this Agreement) entered into as of January 15, 2024 (the "Effective Date"), by and betw

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

and

WAYFAIR LLC, a Delaware limited liability company with its principal business at 4 Copley Place, Boston, MA 02116 ("Customer")

1. DEFINITIONS

1 "AMR Fleet" means the autonomous mobile robots provided by Ser

2 "Performance Metrics" means the quantitative and qualitative meas

3 "Service Credits" means the financial credits issued to Customer for

4 "Service Levels" means the minimum performance standards set fo

5 "System" means Service Provider's proprietary NaviFleet(TM) mana

2. TERM AND APPLICABILITY

1 This Agreement shall commence on the Effective Date and continue

2 This Agreement applies to all AMR Fleet operations and System se

3. SERVICE LEVELS

1 System Availability

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Minimum 99.9% uptime measured monthly

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Excluding scheduled maintenance windows

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Maximum 4 hours of unplanned downtime per month

2 AMR Fleet Performance

-

98% successful completion rate for assigned tasks

- - 3 -

Maximum 2% error rate in navigation and mapping

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95% battery utilization efficiency

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Maximum 30-second response time to manual override commands

3 Safety and Compliance

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Zero safety incidents involving personnel

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100% compliance with Customer's facility safety protocols

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Real-time safety system monitoring and reporting

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Monthly safety audit compliance

4. MONITORING AND REPORTING

1 Service Provider shall:

- (a) Monitor Performance Metrics continuously
- (b) Provide real-time dashboard access to Customer
- (c) Generate detailed monthly performance reports
- (d) Conduct quarterly performance reviews

2 Reports shall include:

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System availability statistics

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AMR Fleet performance metrics

- - 5 -

Safety compliance data

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Incident reports and resolution details

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Service Level achievement statistics

5. SERVICE CREDITS

1 Service Credits shall be calculated as follows:

-

System Availability below 99.9%: 5% of monthly fee

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Task completion below 98%: 3% of monthly fee

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Safety incident occurrence: 10% of monthly fee

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Navigation error rate above 2%: 2% of monthly fee

2 Maximum Service Credits shall not exceed 20% of monthly fees.

3 Service Credits shall be applied to Customer's next invoice.

6. CONTINUOUS IMPROVEMENT

1 Service Provider commits to:

(a) Quarterly performance optimization reviews

(b) Implementation of system upgrades

(c) Regular firmware updates

(d) Proactive maintenance scheduling

2 Performance targets shall increase by 0.1% annually for applicable

7. EXCLUSIONS

1 Service Levels shall not apply during:

-

Force majeure events

-

Customer-caused disruptions

-

Scheduled maintenance windows

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Network issues outside Service Provider's control

8. DISPUTE RESOLUTION

1 Parties shall resolve disputes regarding Service Levels through:

- (a) Initial operational review
- (b) Management escalation
- (c) Mediation
- (d) Binding arbitration

9. AMENDMENTS

1 This Agreement may be amended only by written agreement signed

10. GOVERNING LAW

1 This Agreement shall be governed by and construed in accordance

EXHIBITS

Exhibit A: Performance Metrics Detail

Exhibit B: Covered Facilities

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: January 15, 2024

WAYEAR LLC

By:

Name: [Customer Representative]

Title: [Title]

Date:

[EXHIBITS FOLLOW]

