

TRAINING SERVICES AGREEMENT - SYSCO FOODS

TRAINING SERVICES AGREEMENT

THIS TRAINING SERVICES AGREEMENT (the "Agreement") is made and entered into 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 ("Provider"), and Sysco Foods Corporation, a Delaware corporation with its principal place of business at 13000 Enclave Parkway, Houston, Texas 77077 ("Client").

RECITALS

WHEREAS, Provider is in the business of developing and implementing autonomous mobile robot ("AMR") systems and provides associated training services;

WHEREAS, Client desires to engage Provider to provide certain training services related to the operation, maintenance, and management of Provider's AMR systems and

WHEREAS, Provider desires to provide such training services to Client under 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

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1 "Confidential Information" means any proprietary or confidential information

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2 "Training Materials" means all materials, documentation, presentations, materials

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3 "Training Services" means the training services described in Exhibit A, including

2. SERVICES AND SCOPE

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1 Provider shall provide the Training Services as specified in Exhibit A, which

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2 Training Services shall be provided at Client's facilities located at the address

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3 Provider shall provide all necessary Training Materials for the Training Services.

3. FEES AND PAYMENT

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1 Client shall pay Provider the fees set forth in Exhibit C ("Fees") for the Training Services.

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2 Provider shall invoice Client monthly for Training Services rendered. All invoices shall be payable within 30 days of the date of the invoice.

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3 All Fees are exclusive of applicable taxes, travel expenses, and other out-of-pocket costs.

4. TERM AND TERMINATION

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1 This Agreement shall commence on the Effective Date and continue for a p

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2 Either party may terminate this Agreement upon thirty (30) days' written n

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3 Upon termination, Client shall pay Provider for all Training Services rende

5. INTELLECTUAL PROPERTY

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1 Provider shall retain all right, title, and interest in and to the Training Mate

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2 Provider grants Client a non-exclusive, non-transferable license to use the "

6. CONFIDENTIALITY

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1 Each party agrees to maintain the confidentiality of the other party's Confidential Information.

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2 The obligations of confidentiality shall survive the termination of this Agreement.

7. WARRANTIES AND LIMITATIONS

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1 Provider warrants that the Training Services will be performed in a professional and diligent manner.

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2 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

8. INDEMNIFICATION

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1 Provider shall indemnify and hold harmless Client from any third-party cla

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2 Client shall indemnify and hold harmless Provider from any claims arising

9. LIMITATION OF LIABILITY

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1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIR

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2 Provider's total liability under this Agreement shall not exceed the amount

10. GENERAL PROVISIONS

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1 This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral and written agreements, understandings, negotiations, discussions, and communications between the parties.

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2 This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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3 Any disputes arising under this Agreement shall be resolved in the state or federal courts of the State of New York.

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4 Neither party may assign this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.
Date.

NAVIELQOR ROBOTICS, INC.

By:

Name: James Wilson

Title: Chief Financial Officer

Date:

SYSCO FOODS CORPORATION

By:

Name:

Title:

Date:

[Exhibits A, B, and C to be attached]

