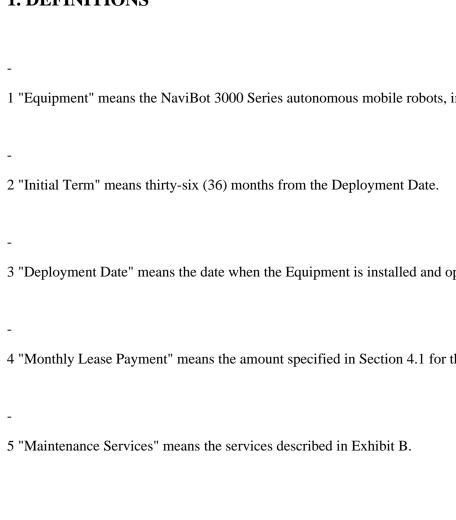
E AGREEMENT - AMAZON FULFILLMENT
NAVIBOT 3000 SERIES LEASE AGREEMENT
THIS LEASE AGREEMENT (the "Agreement") is made and entered into a ("Effective Date"), by and between:
NAVIFLOOR ROBOTICS, INC., a Delaware corporation with its principal business at 2500 Innovation Drive, Wilmington, DE 19801 ("Lessor")
and
AMAZON FULFILLMENT SERVICES, INC., a Delaware corporation ("L

1. DEFINITIONS



2. LEASE OF EQUIPMENT 1 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the 2 The Equipment shall be deployed at Lessee's fulfillment center located at [3 Title to the Equipment shall remain with Lessor at all times. Lessee shall necessary to the shall remain with Lessor at all times.

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

3. TERM AND RENEWAL

3 -
2 Lessee may renew this Agreement for additional twelve (12) month period
3 Renewal terms shall be subject to the then-current lease rates as mutually a
4. PAYMENT TERMS
1 Monthly Lease Payment shall be \$12,500 per NaviBot 3000 unit, payable
- 2 Maintenance Services shall be included in the Monthly Lease Payment.
- 3 Lessee shall reimburse Lessor for any taxes, fees, or charges imposed by a

5. DEEIVERY AND ACCEPTANCE

Lessor shall deliver and install the Equipment at the Facility according to t

 Lessee shall inspect the Equipment upon delivery and provide written access.

3 Lessor shall provide initial training to Lessee's designated personnel on Eq.

6. MAINTENANCE AND SUPPORT

1 Lessor shall provide Maintenance Services as specified in Exhibit B, include (a) Preventive maintenance

- (b) Software updates(c) 24/7 technical support
- (d) Replacement parts
- (e) Fleet optimization services

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- 2 Lessee shall:
- (a) Maintain proper environmental conditions
- (b) Follow operating procedures
- (c) Report malfunctions promptly
- (d) Allow Lessor access for maintenance

7. WARRANTIES AND REPRESENTATIONS

- 6 -

- 1 Lessor warrants that:
- (a) The Equipment shall perform according to specifications
- (b) Maintenance Services shall be performed professionally
- (c) Software updates will not materially degrade functionality

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2 EXCEPT AS EXPRESSLY STATED HEREIN, LESSOR MAKES NO O

8. INSURANCE AND RISK OF LOSS

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- 1 Lessee shall maintain comprehensive insurance covering:
- (a) Physical damage to Equipment
- (b) General liability

(c) Workers' compensation
-
2 Lessee bears risk of loss until Equipment is returned to Lessor.
9. LIMITATION OF LIABILITY
-
1 NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, OF
2 Lessor's total liability shall not exceed twelve (12) months of lease payment
10. TERMINATION
-

1 Either party may terminate for material breach upon thirty (30) days' writte
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2 Upon termination:
(a) Lessee shall return Equipment
(b) Outstanding payments become due
(c) Lessor shall remove Equipment at Lessee's expense
11. CONFIDENTIALITY
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1 Each party shall protect confidential information for five (5) years post-ter-
12. GOVERNING LAW

9 - 1 This Agreement shall be governed by Delaware law.
13. MISCELLANEOUS
- 1 Assignment requires prior written consent.
- 2 Amendments must be in writing and signed by both parties.
- 3 Notices shall be in writing and sent to addresses in Exhibit D.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the
Date.

NAVIF4OOR ROBOTICS, INC.
By: _
Name: James Wilson
Title: Chief Financial Officer
Date: _
AMAZON FULFILLMENT SERVICES, INC.
By: _
Name: _
Title: _
Date: _
[Note: Exhibits A-D to be attached]

