

PREVENTIVE MAINTENANCE CONTRACT - DHL EXPRESS HUB

PREVENTIVE MAINTENANCE CONTRACT

THIS PREVENTIVE MAINTENANCE CONTRACT (the "Agreement") is
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, MA 02210 ("Contractor")

and

DHL Express Operations, Inc., a Delaware corporation with its principal place of
business at 1200 South Pine Island Road, Plantation, FL 33324 ("Client")

1. SCOPE OF SERVICES

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1 Contractor shall provide preventive maintenance services for Client's auton

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2 Services shall include:

(a) Monthly inspection and calibration of all NaviFloor AMR units

(b) Quarterly testing and optimization of LiDAR sensors and depth-mapping systems

(c) Semi-annual software updates and firmware maintenance

(d) Annual comprehensive system audit and performance optimization

(e) 24/7 emergency support services

(f) Maintenance of floor-embedded navigation markers and charging stations

2. MAINTENANCE SCHEDULE

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1 Contractor shall perform routine maintenance during non-peak operational

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2 Scheduled maintenance shall occur:

(a) Monthly inspections: First week of each month

(b) Quarterly services: January, April, July, and October

(c) Semi-annual updates: March and September

(d) Annual audit: November

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3 Emergency response time shall not exceed four (4) hours from notification

3. CONTRACTOR OBLIGATIONS

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1 Contractor shall:

- (a) Maintain detailed service records for each AMR unit
- (b) Provide monthly performance reports
- (c) Supply all necessary replacement parts and software updates
- (d) Maintain adequate insurance coverage
- (e) Ensure technicians are properly certified
- (f) Comply with all facility safety protocols

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2 Contractor warrants that all services shall be performed in accordance with

4. CLIENT OBLIGATIONS

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1 Client shall:

- (a) Provide access to the Facility during scheduled maintenance
- (b) Maintain appropriate environmental conditions
- (c) Report any system anomalies promptly
- (d) Designate a primary point of contact
- (e) Maintain network connectivity for remote diagnostics

5. COMPENSATION

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1 Annual Contract Fee: \$425,000 USD, payable in quarterly installments of \$

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2 Emergency service calls outside scheduled maintenance: \$750 per hour, minimum 1 hour.

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3 Parts and materials not covered under warranty shall be billed at cost plus 15%.

6. TERM AND TERMINATION

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1 Initial Term: Three (3) years from the Effective Date.

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2 Automatic Renewal: One-year terms unless terminated with 90 days' written notice.

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3 Early Termination: Either party may terminate with 180 days' written notice.

7. WARRANTY AND LIMITATIONS

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1 Contractor warrants services for 90 days from performance.

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2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONTRACTOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

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3 Liability limited to direct damages not exceeding fees paid in previous 12 months.

8. CONFIDENTIALITY

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1 Each party shall protect confidential information with reasonable care.

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2 Confidentiality obligations survive termination for 5 years.

9. INSURANCE

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1 Contractor shall maintain:

(a) Commercial General Liability: \$5,000,000 per occurrence

(b) Workers' Compensation: Statutory limits

(c) Professional Liability: \$2,000,000 per claim

10. FORCE MAJEURE

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1 Neither party shall be liable for delays due to circumstances beyond reason

11. GOVERNING LAW

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1 This Agreement shall be governed by Ohio law.

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2 Exclusive jurisdiction in Hamilton County, Ohio.

12. ENTIRE AGREEMENT

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1 This Agreement constitutes the entire understanding between the parties.

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2 Modifications require written agreement of both parties.

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:

DHL EXPRESS OPERATIONS, INC.

By:

Name:

Title:

Date: - 10 -

