

FLEET SERVICE AGREEMENT - KAMAN INDUSTRIAL

FLEET SERVICE AGREEMENT

THIS FLEET SERVICE AGREEMENT (the "Agreement") is made and entered into on this 15th 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, Massachusetts 02210 ("NaviFloor")

and

Kaman Industrial Technologies Corporation, a Connecticut corporation with its principal place of business at 1 Vision Way, Bloomfield, Connecticut 06002 ("Kaman")

("Customer")

RECITALS

WHEREAS, NaviFloor provides autonomous mobile robot ("AMR") fleet management services and related support for industrial environments using its proprietary terrain-mapping and navigation technology;

WHEREAS, Customer desires to engage NaviFloor to provide AMR fleet management services for Customer's manufacturing and distribution facilities; and

WHEREAS, the parties desire to set forth the terms and conditions under which NaviFloor will provide such services to Customer.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

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1 "AMR Fleet" means the collection of autonomous mobile robots provided

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2 "Authorized Facility" means Customer's manufacturing and distribution fac

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3 "Fleet Management Platform" means NaviFloor's proprietary software plat

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4 "Services" means the AMR fleet management services described in Section

2. SERVICES

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1 ****Scope of Services.**** NaviFloor shall provide the following Services:

- (a) Installation and deployment of AMR Fleet at Authorized Facilities
- (b) Implementation of Fleet Management Platform
- (c) Training of Customer personnel
- (d) Ongoing maintenance and support
- (e) Performance monitoring and optimization
- (f) Software updates and upgrades

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2 ****Service Levels.**** NaviFloor shall maintain the following service levels:

- (a) 99.9% AMR Fleet uptime during operational hours
- (b) 24/7 technical support with 2-hour response time
- (c) Monthly performance reporting

- (d) Quarterly optimization reviews

3. CUSTOMER OBLIGATIONS

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1 Customer shall:

- (a) Provide facility access and necessary infrastructure
- (b) Maintain network connectivity requirements
- (c) Designate primary point of contact
- (d) Ensure proper environmental conditions
- (e) Report issues promptly
- (f) Participate in training sessions

4. FEES AND PAYMENT

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1 ****Service Fees.**** Customer shall pay the following fees:

(a) Initial deployment fee: \$175,000

(b) Monthly service fee: \$12,500 per Authorized Facility

(c) Additional services as specified in Exhibit B

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2 ****Payment Terms.**** All invoices are due within 30 days of receipt.

5. TERM AND TERMINATION

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1 ****Term.**** This Agreement shall commence on the Effective Date and con

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2 ****Renewal.**** Agreement shall automatically renew for successive 12-mon

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3 ****Termination.**** Either party may terminate:

(a) For cause upon 30 days' written notice

(b) For convenience upon 90 days' written notice

6. INTELLECTUAL PROPERTY

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1 NaviFloor retains all rights to its technology, including Fleet Management

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2 Customer receives limited license to use technology during term.

7. CONFIDENTIALITY

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1 Each party shall protect confidential information for 5 years post-termination.

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2 Standard exclusions apply for public information.

8. WARRANTIES AND LIMITATIONS

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1 NaviFloor warrants Services will be performed in professional manner.

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2 EXCEPT AS EXPRESSLY PROVIDED, SERVICES ARE PROVIDED "

9. INDEMNIFICATION

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1 Each party shall indemnify the other for third-party claims arising from gro

10. INSURANCE

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1 NaviFloor shall maintain:

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

(b) Professional Liability: \$2,000,000

(c) Cyber Liability: \$3,000,000

11. MISCELLANEOUS

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1 ****Force Majeure.**** Standard force majeure provisions apply.

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2 ****Assignment.**** No assignment without prior written consent.

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3 ****Notices.**** All notices shall be in writing to addresses above.

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4 ****Governing Law.**** Delaware law governs.

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5 ****Entire Agreement.**** This Agreement constitutes entire understanding between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and at the place set forth in the signature block.
Date.

NAVIFLOOR ROBOTICS, INC.

By: - 10 -

Name: Richard Torres

Title: Chief Operating Officer

Date:

KAMAN INDUSTRIAL TECHNOLOGIES CORPORATION

By:

Name:

Title:

Date:

[Exhibits A and B to follow]

