

EQUIPMENT MAINTENANCE CONTRACT - HOME DEPOT DISTRIBUTION

EQUIPMENT MAINTENANCE CONTRACT

THIS EQUIPMENT MAINTENANCE CONTRACT (the "Agreement") is made 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

Home Depot U.S.A., Inc., a Delaware corporation with its principal place of business at 2455 Paces Ferry Road, Atlanta, GA 30339 ("Client")

RECITALS

WHEREAS, Contractor is in the business of providing autonomous mobile robots ("AMRs") and related maintenance services for warehouse and distribution center operations;

WHEREAS, Client operates multiple distribution centers throughout the United States and requires regular maintenance services for its fleet of AMRs; and

WHEREAS, Client desires to engage Contractor to provide maintenance services for the AMR equipment at Client's designated distribution centers, and Contractor desires to provide such services, subject to the terms and conditions set forth herein.

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

1. DEFINITIONS

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1 "Covered Equipment" means the NaviFloor AMR units and associated components

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2 "Maintenance Services" means the preventive and corrective maintenance services

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3 "Service Locations" means Client's distribution centers where Covered Equipment is used

2. SCOPE OF SERVICES

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1 Preventive Maintenance

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Quarterly inspection of all Covered Equipment

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Calibration of navigation and sensing systems

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Software updates and firmware upgrades

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Battery system maintenance and testing

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Mechanical systems inspection and lubrication

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Safety system verification

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2 Corrective Maintenance

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Emergency repair services (24/7 availability)

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Parts replacement

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System diagnostics and troubleshooting

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Performance optimization

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Error log analysis and correction

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3 Documentation

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Maintenance records and service reports

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Performance analytics

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Compliance documentation

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Parts replacement history

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System upgrade records

3. SERVICE LEVELS

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1 Response Times

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Emergency issues: 2-hour response, 4-hour on-site

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Critical issues: 4-hour response, 8-hour on-site

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Non-critical issues: 24-hour response, 48-hour on-site

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2 Performance Standards

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98% equipment uptime guarantee

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95% first-time fix rate

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Maximum 30-minute mean time to respond

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99% preventive maintenance completion rate

4. COMPENSATION

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1 Base Fee: \$375,000 per quarter for scheduled maintenance services

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2 Emergency Service Fees

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Standard business hours: Included in base fee

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After hours: \$250 per hour

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Holidays: \$350 per hour

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3 Parts and Materials

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Standard parts included in base fee

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Specialty parts billed at cost plus 15%

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Minimum \$500 parts inventory maintained on-site

5. TERM AND TERMINATION

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

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2 Renewal: Automatic one-year renewals unless terminated with 90 days' no

- - 9 -

3 Termination Rights

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For cause with 30 days' notice and opportunity to cure

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For convenience with 180 days' notice and early termination fee

6. WARRANTIES AND REPRESENTATIONS

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1 Contractor warrants that:

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Services will be performed in a professional manner

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Personnel will be properly trained and certified

- - 10 -

Parts will be new and free from defects

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Work will comply with all applicable regulations

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2 Disclaimer of Warranties

All other warranties, express or implied, are hereby disclaimed.

7. INSURANCE AND INDEMNIFICATION

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1 Required Insurance

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Commercial General Liability: \$5,000,000 per occurrence

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Workers' Compensation: Statutory limits

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Professional Liability: \$2,000,000 per claim

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Cyber Liability: \$3,000,000 per incident

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2 Indemnification

Each party shall indemnify the other against third-party claims arising from breach or negligence.

8. CONFIDENTIALITY

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1 Definition of Confidential Information

Includes technical data, trade secrets, and business information

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2 Protection Requirements

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Standard of care no less than own confidential information

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Limited access to need-to-know basis

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Return or destruction upon termination

9. GENERAL PROVISIONS

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1 Force Majeure

Neither party shall be liable for delays due to circumstances beyond reasonable control.

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2 Assignment

No assignment without prior written consent of other party.

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3 Governing Law

Delaware law governs without regard to conflicts principles.

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4 Dispute Resolution

Mandatory mediation followed by binding arbitration in Boston, Massachusetts

SIGNATURES

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:

HOME DEPOT U.S.A., INC.

By:

Name: 15 -

Title:

Date:

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

