

**MASTER SERVICE AGREEMENT - TARGET LOGISTICS CENTERS**

**MASTER SERVICE AGREEMENT**

THIS MASTER SERVICE 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**

**Target Logistics Centers, LLC, a California limited liability company with its principal place of business at**

**1. DEFINITIONS**

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1 "AMR Fleet" means the autonomous mobile robots and associated hardware

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2 "Documentation" means NaviFloor's user manuals, technical specifications

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3 "Services" means the deployment, operation, and maintenance of NaviFloor

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4 "System" means NaviFloor's integrated hardware and software solution, in

## **2. SERVICES AND IMPLEMENTATION**

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1 **\*\*Scope of Services\*\***. NaviFloor shall provide Customer with:

- (a) Installation and deployment of the AMR Fleet;
- (b) Implementation of the fleet management platform;
- (c) Training for Customer's designated personnel;
- (d) Ongoing maintenance and support services.

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2 **\*\*Implementation Schedule\*\***. NaviFloor shall implement the Services according to the following schedule:

### **3. FEES AND PAYMENT**

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1 **\*\*Service Fees\*\***. Customer shall pay NaviFloor the fees set forth in Exhibit A.

- (a) Initial deployment fees
- (b) Monthly subscription fees for the fleet management platform
- (c) Maintenance and support fees

(d) Additional services as requested

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2 **\*\*Payment Terms\*\***. All invoices are due within thirty (30) days of receipt

#### **4. 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\*\***. This Agreement shall automatically renew for successive tw

#### **5. INTELLECTUAL PROPERTY**

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1 **\*\*Ownership\*\***. NaviFloor retains all right, title, and interest in and to the

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2 **\*\*License Grant\*\***. NaviFloor grants Customer a non-exclusive, non-trans

## **6. CONFIDENTIALITY**

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1 **\*\*Confidential Information\*\***. Each party shall protect the other's confiden

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2 **\*\*Exclusions\*\***. Confidentiality obligations shall not apply to information

(a) Is or becomes publicly available through no fault of the receiving party;

(b) Is independently developed by the receiving party;

(c) Was rightfully obtained from a third party without restriction.

## 7. WARRANTIES AND LIMITATIONS

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1 **Limited Warranty**. NaviFloor warrants that the Services will materially

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2 **Disclaimer**. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NAVI

## 8. INDEMNIFICATION

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1 **NaviFloor Indemnification**. NaviFloor shall defend, indemnify, and hold

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2 **Customer Indemnification**. Customer shall defend, indemnify, and hold

## 9. LIMITATION OF LIABILITY

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1 **\*\*Limitation\*\***. NEITHER PARTY'S LIABILITY ARISING OUT OF THE

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2 **\*\*Exclusions\*\***. The limitations in Section 9.1 shall not apply to:

- (a) Breaches of confidentiality obligations;
- (b) Indemnification obligations;
- (c) Gross negligence or willful misconduct.

## 10. GENERAL PROVISIONS

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1 **\*\*Assignment\*\***. Neither party may assign this Agreement without the prior

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2 **\*\*Force Majeure\*\***. Neither party shall be liable for delays caused by even

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3 **\*\*Governing Law\*\***. This Agreement shall be governed by the laws of the

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4 **\*\*Entire Agreement\*\***. This Agreement constitutes the entire agreement b

IN WITNESS WHEREOF, the parties have executed this Agreement as of th  
Date.

NAVIFLOOR ROBOTICS, INC.

**By:**

Name: Dr. Sarah Chen

Title: Chief Executive Officer



**Date:** - 8 -

TARGET LOGISTICS CENTERS, LLC

**By:**

**Name:**

**Title:**

**Date:**

