

SYSTEM MAINTENANCE CONTRACT - ADVANCE AUTO PARTS

SYSTEM MAINTENANCE CONTRACT

THIS SYSTEM MAINTENANCE CONTRACT (the "Agreement") is made 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, Massachusetts 02210 ("Service Provider")

and

Advance Auto Parts, Inc., a Virginia corporation with its principal place of

business at 2635 East Millbrook Road, Raleigh, North Carolina 27604 ("Client")

1. DEFINITIONS

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1 "AMR System" means the autonomous mobile robot fleet management platform

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2 "Maintenance Services" means the system maintenance, support, and optimization

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3 "Service Locations" means Client's distribution centers located at the address

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4 "System Documentation" means all user manuals, technical specifications, and

2. SCOPE OF SERVICES

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1 Service Provider shall provide comprehensive maintenance services for CL

(a) Scheduled preventive maintenance

(b) Emergency repair services

(c) Software updates and patches

(d) System optimization and calibration

(e) Technical support via phone, email, and on-site

(f) Performance monitoring and reporting

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2 Service Provider shall maintain the AMR System in accordance with the sp

3. SERVICE LEVELS

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1 Response Times:

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Critical Issues: 2-hour response, 4-hour resolution

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High Priority: 4-hour response, 8-hour resolution

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Standard Issues: 24-hour response, 48-hour resolution

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2 System Uptime: Service Provider guarantees 99.5% system uptime measure

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3 Preventive Maintenance: Scheduled quarterly maintenance visits to each S

4. TERM AND TERMINATION

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1 Initial Term: This Agreement shall commence on the Effective Date and co

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2 Renewal: Agreement shall automatically renew for successive twelve (12)

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3 Termination for Cause: Either party may terminate this Agreement upon th

5. FEES AND PAYMENT

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1 Base Maintenance Fee: Client shall pay an annual fee of \$425,000, payable

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2 Emergency Services: Additional fees for emergency services outside normal

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3 Travel Expenses: Client shall reimburse reasonable travel expenses for on-

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4 Payment Terms: All invoices are due within thirty (30) days of receipt.

6. WARRANTIES AND REPRESENTATIONS

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1 Service Provider warrants that:

(a) Services will be performed in a professional manner

- (b) Personnel are properly trained and qualified
- (c) Services will conform to industry standards
- (d) Service Provider has all necessary rights and licenses

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2 Disclaimer: EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICE

7. LIMITATION OF LIABILITY

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1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDE

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2 Service Provider's total liability shall not exceed the amounts paid by Client

8. CONFIDENTIALITY

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1 Each party shall protect the other's confidential information with the same

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2 Confidentiality obligations shall survive termination of this Agreement for

9. INSURANCE

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1 Service Provider shall maintain:

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

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Professional Liability: \$3,000,000 per claim

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Workers' Compensation: As required by law

10. MISCELLANEOUS

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1 Independent Contractors: Parties are independent contractors.

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2 Assignment: Neither party may assign without written consent.

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3 Force Majeure: Standard force majeure provisions apply.

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4 Governing Law: Massachusetts law governs this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and at the place set forth below.

NAVIFLOOR ROBOTICS, INC.

By:

Name: James Wilson

Title: Chief Financial Officer

Date:

ADVANCE AUTO PARTS, INC.

By: - 10 -

Name:

Title:

Date:

[Schedule A and Schedule B to be attached]

