

## **REMOTE MONITORING SERVICE AGREEMENT - PUBLIX**

### **REMOTE MONITORING SERVICE AGREEMENT**

THIS REMOTE MONITORING SERVICE AGREEMENT (the "Agreement") is made this 1st day 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

PUBLIX SUPER MARKETS, INC., a Florida corporation with its principal place of business at 13001 W. US Highway 1, Fort Lauderdale, Florida 33325 ("Publix")

business at 3300 Publix Corporate Parkway, Lakeland, Florida 33811 ("Client")

## **RECITALS**

WHEREAS, Service Provider specializes in autonomous mobile robot ("AMR") management and remote monitoring services utilizing proprietary terrain-mapping and navigation technology;

WHEREAS, Client desires to engage Service Provider to provide remote monitoring services for Client's AMR fleet operations at designated facilities; and

WHEREAS, Service Provider desires to provide such services to Client under 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 "Authorized Facility" means any Client distribution center or warehouse located in the United States.

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2 "Monitored Equipment" means the AMR units and associated navigation systems.

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3 "Services" means the remote monitoring, diagnostic, and support services offered by the Company.

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4 "Service Level Requirements" means the performance standards and metrics established by the Company.

## 2. SERVICES

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1 **\*\*Scope of Services.\*\*** Service Provider shall provide 24/7 remote monitoring and diagnostics.

(a) Real-time performance monitoring and diagnostics

(b) Predictive maintenance alerts and recommendations

(c) Remote troubleshooting and issue resolution

(d) Fleet optimization analytics and reporting

(e) Emergency response coordination

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2 **\*\*Service Location.\*\*** Services shall be provided from Service Provider's primary office location.

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3 **\*\*Personnel.\*\*** Service Provider shall maintain qualified technical staff to provide the services.

### **3. CLIENT OBLIGATIONS**

- - 4 -

1 **\*\*Access and Connectivity.\*\*** Client shall:

- (a) Provide secure network connectivity to enable remote monitoring
- (b) Maintain necessary on-site infrastructure
- (c) Ensure Monitored Equipment remains accessible
- (d) Promptly implement recommended maintenance actions

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2 **\*\*Point of Contact.\*\*** Client shall designate primary and backup technical

## **4. FEES AND PAYMENT**

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1 **\*\*Service Fees.\*\*** Client shall pay Service Provider the fees specified in E

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2 **\*\*Payment Terms.\*\*** Fees shall be invoiced monthly and paid within 30 da

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3 **\*\*Late Payments.\*\*** Overdue amounts shall bear interest at 1.5% per mont

## **5. TERM AND TERMINATION**

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1 **\*\*Initial Term.\*\*** This Agreement shall commence on the Effective Date a

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

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3 **\*\*Termination for Cause.\*\*** Either party may terminate for material breach

## **6. CONFIDENTIALITY**

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1 **\*\*Confidential Information.\*\*** Each party shall protect the other's confidential information and trade secrets as if they were their own.

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2 **\*\*Exclusions.\*\*** Confidentiality obligations exclude information that:

- (a) Becomes publicly available through no fault of recipient
- (b) Is independently developed by recipient
- (c) Is rightfully received from a third party

## **7. INTELLECTUAL PROPERTY**

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1 **\*\*Ownership.\*\*** Service Provider retains all rights to its monitoring technology and any data collected.

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2 **\*\*License.\*\*** Client grants Service Provider limited license to access Moni

## 8. WARRANTIES AND LIMITATIONS

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1 **\*\*Service Warranty.\*\*** Service Provider warrants Services will meet Servi

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2 **\*\*Disclaimer.\*\*** EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERV

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3 **\*\*Limitation of Liability.\*\*** NEITHER PARTY SHALL BE LIABLE FOR

## 9. INSURANCE AND INDEMNIFICATION



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1 **\*\*Required Coverage.\*\*** Service Provider shall maintain:

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

(b) Cyber Liability: \$10,000,000 per claim

(c) Professional Liability: \$5,000,000 per claim

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2 **\*\*Indemnification.\*\*** Service Provider shall indemnify Client against third

## **10. GENERAL PROVISIONS**

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1 **\*\*Notice.\*\*** All notices shall be in writing and sent to addresses in Exhibit

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2 **\*\*Assignment.\*\*** Neither party may assign without prior written consent.

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3 **\*\*Force Majeure.\*\*** Neither party liable for delays due to circumstances beyond

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4 **\*\*Governing Law.\*\*** Agreement governed by Florida law.

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5 **\*\*Entire Agreement.\*\*** This Agreement constitutes entire understanding between

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:** - 10 -

PUBLIX SUPER MARKETS, INC.

**By:**

**Name:**

**Title:**

**Date:**

[Exhibits A-E to be attached]

