

# **NAVIBOT 3000 SERIES LEASE AGREEMENT - AMAZON FULFILLMENT**

## **NAVIBOT 3000 SERIES LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Agreement") is made and entered into as of \_\_\_\_\_  
("Effective Date"), by and between:

NAVIFLOOR ROBOTICS, INC., a Delaware corporation with its principal  
business at 2500 Innovation Drive, Wilmington, DE 19801 ("Lessor")

and

AMAZON FULFILLMENT SERVICES, INC., a Delaware corporation ("Lessee")

## **1. DEFINITIONS**

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1 "Equipment" means the NaviBot 3000 Series autonomous mobile robots, in

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2 "Initial Term" means thirty-six (36) months from the Deployment Date.

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3 "Deployment Date" means the date when the Equipment is installed and op

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4 "Monthly Lease Payment" means the amount specified in Section 4.1 for th

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5 "Maintenance Services" means the services described in Exhibit B.

## **2. LEASE OF EQUIPMENT**

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1 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the

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2 The Equipment shall be deployed at Lessee's fulfillment center located at [

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3 Title to the Equipment shall remain with Lessor at all times. Lessee shall n

## **3. TERM AND RENEWAL**

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1 This Agreement shall commence on the Effective Date and continue for the

- - 3 -

2 Lessee may renew this Agreement for additional twelve (12) month period

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3 Renewal terms shall be subject to the then-current lease rates as mutually a

#### **4. PAYMENT TERMS**

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1 Monthly Lease Payment shall be \$12,500 per NaviBot 3000 unit, payable i

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2 Maintenance Services shall be included in the Monthly Lease Payment.

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3 Lessee shall reimburse Lessor for any taxes, fees, or charges imposed by a

## **5. DELIVERY AND ACCEPTANCE**

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1 Lessor shall deliver and install the Equipment at the Facility according to the

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2 Lessee shall inspect the Equipment upon delivery and provide written acceptance

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3 Lessor shall provide initial training to Lessee's designated personnel on Equipment

## **6. MAINTENANCE AND SUPPORT**

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1 Lessor shall provide Maintenance Services as specified in Exhibit B, including

(a) Preventive maintenance

- (b) Software updates
- (c) 24/7 technical support
- (d) Replacement parts
- (e) Fleet optimization services

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2 Lessee shall:

- (a) Maintain proper environmental conditions
- (b) Follow operating procedures
- (c) Report malfunctions promptly
- (d) Allow Lessor access for maintenance

## **7. WARRANTIES AND REPRESENTATIONS**

- - 6 -

1 Lessor warrants that:

- (a) The Equipment shall perform according to specifications
- (b) Maintenance Services shall be performed professionally
- (c) Software updates will not materially degrade functionality

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2 EXCEPT AS EXPRESSLY STATED HEREIN, LESSOR MAKES NO OTHER

## **8. INSURANCE AND RISK OF LOSS**

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1 Lessee shall maintain comprehensive insurance covering:

- (a) Physical damage to Equipment
- (b) General liability

(c) Workers' compensation

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2 Lessee bears risk of loss until Equipment is returned to Lessor.

## **9. LIMITATION OF LIABILITY**

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1 NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, OR

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2 Lessor's total liability shall not exceed twelve (12) months of lease payment

## **10. TERMINATION**

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1 Either party may terminate for material breach upon thirty (30) days' written

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2 Upon termination:

(a) Lessee shall return Equipment

(b) Outstanding payments become due

(c) Lessor shall remove Equipment at Lessee's expense

## **11. CONFIDENTIALITY**

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1 Each party shall protect confidential information for five (5) years post-term

## **12. GOVERNING LAW**

- - 9 -

1 This Agreement shall be governed by Delaware law.

### **13. MISCELLANEOUS**

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1 Assignment requires prior written consent.

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2 Amendments must be in writing and signed by both parties.

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3 Notices shall be in writing and sent to addresses in Exhibit D.

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

NAVIFLOOR ROBOTICS, INC.

**By:** \_

Name: James Wilson

Title: Chief Financial Officer

**Date:** \_

AMAZON FULFILLMENT SERVICES, INC.

**By:** \_

**Name:** \_

**Title:** \_

**Date:** \_

[Note: Exhibits A-D to be attached]

