

# MASTER SERVICE AGREEMENT - TARGET LOGISTICS HUB IMPLEMENTATION

## MASTER SERVICE AGREEMENT

## TARGET LOGISTICS HUB IMPLEMENTATION

THIS MASTER SERVICE AGREEMENT (the "Agreement") is made and entered into on this 15th day of January, 2024 (the "Effective Date"), by and between NaviFloor Robotics Inc., a Delaware corporation with its principal place of business at 2500 Innovation Drive, Wilmington, DE 19801 ("Provider"), and [CLIENT NAME] [STATE] corporation with its principal place of business at [ADDRESS] ("Client").

## 1. DEFINITIONS

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1 "Autonomous Mobile Robot(s)" or "AMR(s)" means Provider's proprietary

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2 "Implementation Services" means the services provided by Provider to imp

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3 "Logistics Hub Solution" means Provider's comprehensive AMR fleet man

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4 "Service Level Agreement" or "SLA" means the service levels specified in

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5 "Specifications" means the technical and functional specifications set forth

## 2. SERVICES AND IMPLEMENTATION

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1 **\*\*Scope of Services.\*\*** Provider shall provide the Implementation Services

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2 **\*\*Project Phases.\*\***

(a) Phase I: Site Assessment and Mapping

(b) Phase II: AMR Fleet Deployment

(c) Phase III: System Integration

(d) Phase IV: Testing and Validation

(e) Phase V: Staff Training and Handover

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3 **\*\*Timeline.\*\*** Provider shall complete the Implementation Services according

### 3. CLIENT RESPONSIBILITIES

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1 **\*\*Facility Access.\*\*** Client shall provide Provider with necessary access to

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2 **\*\*Technical Infrastructure.\*\*** Client shall ensure its facility meets the tech

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3 **\*\*Personnel.\*\*** Client shall designate qualified personnel to participate in i

### 4. FEES AND PAYMENT

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1 **\*\*Implementation Fees.\*\*** Client shall pay Provider the implementation fe

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2 **\*\*Payment Schedule.\*\***

- (a) 30% upon Agreement execution
- (b) 30% upon completion of Phase II
- (c) 40% upon final system acceptance

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3 **\*\*Expenses.\*\*** Client shall reimburse Provider for reasonable travel and ac

## **5. INTELLECTUAL PROPERTY**

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1 **\*\*Ownership.\*\*** Provider retains all right, title, and interest in the Logistic

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2 **\*\*License Grant.\*\*** Provider grants Client a non-exclusive, non-transferab

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3 **\*\*Restrictions.\*\*** Client shall not modify, reverse engineer, or create deriv

## **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) Is rightfully received from a third party without restriction

## **7. WARRANTIES AND LIMITATIONS**

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1 **\*\*Service Warranty.\*\*** Provider warrants that Implementation Services wi

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2 **\*\*System Warranty.\*\*** Provider warrants that the Logistics Hub Solution v

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3 **\*\*Disclaimer.\*\*** EXCEPT AS EXPRESSLY SET FORTH HEREIN, PRO

## 8. TERM AND TERMINATION

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1 **\*\*Term.\*\*** This Agreement commences on the Effective Date and continu

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2 **\*\*Termination for Cause.\*\*** Either party may terminate this Agreement up

## 9. LIMITATION OF LIABILITY

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1 **\*\*Cap on Damages.\*\*** Provider's aggregate liability shall not exceed the to

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2 **\*\*Exclusion of Damages.\*\*** NEITHER PARTY SHALL BE LIABLE FOR

## 10. GENERAL PROVISIONS

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

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2 **\*\*Assignment.\*\*** Neither party may assign this Agreement without the oth



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3 **\*\*Governing Law.\*\*** This Agreement shall be governed by Delaware law.

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4 **\*\*Entire Agreement.\*\*** This Agreement constitutes the entire agreement 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:** \_

[CLIENT NAME]

**By:** \_

**Name:** \_

**Title:** \_

**Date:** \_

[Note: Exhibits A-F to be attached]

