

ANNUAL MAINTENANCE TERMS - SAVE-A-LOT

ANNUAL MAINTENANCE TERMS AND CONDITIONS

Agreement No.: SAL-2023-441

Effective Date: January 1, 2024

THIS ANNUAL MAINTENANCE AGREEMENT (the "Agreement") is entered into this

Effective Date by and between:

NaviFloor Robotics, Inc., a Delaware corporation with its principal place of business at

and

Save-A-Lot Distribution, LLC, a Missouri corporation with its principal

1. DEFINITIONS

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1. "AMR Units" means the autonomous mobile robots manufactured by Serv

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2. "Maintenance Services" means the scheduled and preventive maintenance

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3. "Service Level Requirements" means the performance standards and respo

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4. "System" means the NaviFloor Fleet Management Platform and associated

2. SCOPE OF SERVICES

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1. **Scheduled Maintenance**

Service Provider shall perform quarterly preventive maintenance on all AMF

Units, including:

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Mechanical systems inspection and calibration

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LiDAR sensor cleaning and alignment

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Battery system diagnostics

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Navigation system calibration

- - 3 -

Safety system verification

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2. ****Software Maintenance****

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Monthly software updates and patches

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Quarterly system optimization

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Security updates as needed

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Performance analytics and reporting

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3. ****Emergency Services****

- - 4 -

24/7 technical support hotline

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On-site emergency response within 4 hours

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Remote diagnostics and troubleshooting

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Replacement parts deployment

3. SERVICE PROVIDER OBLIGATIONS

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1. Service Provider shall maintain adequate staffing of qualified technicians

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2. All maintenance shall be performed according to manufacturer specifications

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3. Service Provider shall maintain detailed service records and provide monthly reports

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4. Replacement parts shall be new or refurbished to original equipment specifications

4. CUSTOMER OBLIGATIONS

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1. Customer shall:

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Provide access to AMR Units during scheduled maintenance windows

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Maintain appropriate environmental conditions

- - 6 -

Report malfunctions promptly

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Designate authorized personnel for service coordination

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Maintain network connectivity for remote diagnostics

5. FEES AND PAYMENT

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1. Annual Maintenance Fee: \$175,000 per facility

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Payable quarterly in advance

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Covers up to 25 AMR Units per facility

- - 7 -

Additional units at \$5,000 per unit annually

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2. Emergency Service Fees:

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Included during business hours

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After-hours at \$250 per hour

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Parts not covered under warranty at cost plus 15%

6. TERM AND TERMINATION

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1. InitialTerm: One (1) year from Effective Date

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2. Renewal: Automatic one-year renewals unless terminated with 90 days' no

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3. Termination for Cause: Either party may terminate for material breach with

7. WARRANTY AND LIMITATIONS

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1. Service Provider warrants all maintenance work for 90 days

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2. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDE

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3. Limitation of Liability: Service Provider's liability shall not exceed fees paid by Client.

8. CONFIDENTIALITY

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1. Each party shall protect confidential information with reasonable care.

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2. Survival: Confidentiality obligations survive termination for 3 years.

9. INSURANCE

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1. Service Provider shall maintain:

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Commercial General Liability: \$2,000,000 per occurrence

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Workers' Compensation: Statutory limits

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Professional Liability: \$5,000,000 aggregate

10. MISCELLANEOUS

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1. Independent Contractors: Parties are independent contractors

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2. Assignment: No assignment without prior written consent

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3. Governing Law: Delaware law governs

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4. Entire Agreement: Constitutes complete understanding between parties

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:

SAVE-A-LOT DISTRIBUTION, LLC

By:

Name: 12 -

Title:

Date:

