

**MAINTENANCE TERMS - APPLIED INDUSTRIAL**

**MAINTENANCE TERMS AND CONDITIONS**

**Applied Industrial - Service Agreement**

**Effective Date: January 1, 2024**

**1. PARTIES**

This Maintenance Terms and Conditions Agreement (the "Agreement") is entered into by and between:

NaviFloor Robotics, Inc., a Delaware corporation with its principal place of business at 2500 Innovation Drive, Boston, MA 02210 ("Company")

AND - 1 -

Applied Industrial Technologies, Inc., with its principal place of business at  
Applied Plaza, Cleveland, OH 44115 ("Service Provider")

## **2. DEFINITIONS**

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1. "Equipment" means the Company's autonomous mobile robots (AMRs), in

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2. "Maintenance Services" means preventive and corrective maintenance, rep

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

### **3. SCOPE OF SERVICES**

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1. Service Provider shall provide comprehensive maintenance services for the

a) Quarterly preventive maintenance inspections

b) LiDAR sensor calibration and testing

c) Navigation system diagnostics

d) Mechanical systems maintenance

e) Battery system maintenance and replacement

f) Software updates implementation

g) Emergency repair services

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2. Geographic Coverage: Service Provider shall provide maintenance services

#### **4. SERVICE PROVIDER OBLIGATIONS**

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1. Qualified Personnel: Service Provider shall maintain a team of certified technicians

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2. Response Times:

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Emergency Response: 4 hours

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Non-Emergency Response: 24 hours

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Preventive Maintenance Scheduling: 2 weeks advance notice

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3. Parts Inventory: Service Provider shall maintain an inventory of critical re

## **5. COMPANY OBLIGATIONS**

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1. Access: Company shall provide Service Provider with reasonable access to

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2. Technical Documentation: Company shall provide current technical docu

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3. Training: Company shall provide initial and periodic training on proprieta

## **6. COMPENSATION**

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1. Base Fee: \$12,500 per month per facility for standard maintenance services.

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2. Emergency Services: Additional fees apply per Schedule B.

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3. Parts: Billed at cost plus 15% markup.

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4. Payment Terms: Net 30 days from invoice date.

## **7. WARRANTY AND QUALITY STANDARDS**

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1. Service Provider warrants that all maintenance services shall be performed

a) In accordance with industry standards

b) By qualified personnel

c) Using OEM or approved equivalent parts

d) In compliance with Company's technical specifications

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2. Quality Metrics: Service Provider shall maintain minimum 98% uptime for

## **8. CONFIDENTIALITY**

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1. Service Provider shall protect Company's confidential information, including

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Proprietary navigation algorithms

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Terrain-mapping technology

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Customer deployment data

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System architecture specifications

## **9. TERM AND TERMINATION**

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1. Initial Term: Three (3) years from Effective Date.

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2. Renewal: Automatic one-year renewals unless terminated with 90 days' notice.

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3. Termination for Cause: Immediate termination for material breach after 30 days' notice.



## **10. INSURANCE AND INDEMNIFICATION**

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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: Statutory limits

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2. Service Provider shall indemnify Company against claims arising from ne

## **11. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Delaware with regard to conflicts of law principles.

## **SIGNATURES**

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:**

APPLIED INDUSTRIAL TECHNOLOGIES, INC.

**By:** - 10 -

**Name:**

**Title:**

**Date:**

