

**PREVENTIVE MAINTENANCE SERVICE PLAN - COSTCO DC#347**

**PREVENTIVE MAINTENANCE SERVICE PLAN**

**Agreement No.: PM-DC347-2023-Q4**

**Effective Date: October 1, 2023**

**1. PARTIES**

This Preventive Maintenance Service Plan (the "Agreement") is entered into  
and between:

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

and - 1 -

Costco Wholesale Corporation, for its Distribution Center #347 located at 15  
Distribution Way, Perris, CA 92571 ("Customer")

## **2. SCOPE OF SERVICES**

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1 Service Provider shall perform scheduled preventive maintenance services

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Twenty-four (24) NF-350X Autonomous Mobile Robots

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Four (4) NFCharge-1000 Charging Stations

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One (1) NaviFloor Central Control System (Version 4.2)

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2 Maintenance services shall include:

a) Quarterly System Inspections

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LiDAR sensor calibration and cleaning

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Battery performance assessment

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Navigation system diagnostic testing

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Terrain mapping system verification

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Safety system functionality checks

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Software version validation and updates

b) Semi-Annual Services

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Deep cleaning of all robotic components

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Wheel assembly inspection and maintenance

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Power system optimization

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Charging station maintenance

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Network connectivity testing

c) Annual Services

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Complete system performance audit

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Hardware component replacement as needed

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Firmware updates

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Safety certification renewal

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Environmental mapping recalibration

### **3. SERVICE SCHEDULE**

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1 Regular maintenance visits shall occur according to the following schedule

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Quarterly Inspections: January, April, July, October

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Semi-Annual Services: March, September

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Annual Service: December

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2 Service Provider shall provide Customer with minimum 72-hour advance notice

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

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1 Service Provider shall:

a) Maintain detailed service records for each maintenance visit

- b) Provide written reports within 48 hours of each service completion
- c) Supply all necessary replacement parts covered under this Agreement
- d) Ensure technicians are factory-certified for NaviFloor systems
- e) Comply with all Customer facility safety and security protocols

## **5. CUSTOMER OBLIGATIONS**

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1 Customer shall:

- a) Provide access to equipment during scheduled maintenance windows
- b) Maintain environmental conditions within specified parameters
- c) Report any system anomalies promptly to Service Provider
- d) Designate a primary point of contact for maintenance coordination
- e) Ensure proper daily cleaning and basic maintenance procedures

## **6. PRICING AND PAYMENT**

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1 Annual Service Fee: \$148,800 USD

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2 Payment Schedule: Quarterly installments of \$37,200 USD

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3 Payment Terms: Net 30 from invoice date

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4 Additional services outside scope will be billed at \$225/hour plus parts

## **7. TERM AND TERMINATION**

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1 Initial Term: 24 months from Effective Date



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2 Automatic Renewal: 12-month periods unless terminated

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3 Termination Notice: 90 days written notice required

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4 Early Termination Fee: 50% of remaining contract value

## **8. WARRANTY AND LIMITATIONS**

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1 Service Provider warrants all maintenance work for 90 days

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2 Maximum liability limited to annual service fee amount

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3 Excludes damage from misuse or unauthorized modifications

## **9. CONFIDENTIALITY**

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1 All system performance data and maintenance records deemed confidential

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2 Non-disclosure obligations survive termination for 3 years

## **10. GOVERNING LAW**

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1 This Agreement shall be governed by Delaware law

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2 Exclusive jurisdiction in Delaware state courts

## **EXECUTION**

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: September 28, 2023

COSTCO WHOLESALE CORPORATION

**By:**

Name: [Customer Representative]

Title: [Title]

**Date:** - 11 -

