

# **SOFTWARE UPDATE SERVICE CONTRACT - ACE HARDWARE**

## **SOFTWARE UPDATE SERVICE CONTRACT**

THIS SOFTWARE UPDATE SERVICE CONTRACT (the "Agreement") is  
February 1, 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

Ace Hardware Corporation, an Illinois corporation with its principal place of  
business at 2200 Kensington Court, Oak Brook, IL 60523 ("Client")

## **RECITALS**

WHEREAS, Provider is the developer and owner of proprietary autonomous robot ("AMR") systems and associated software platforms;

WHEREAS, Client has purchased Provider's AMR systems and requires ongoing software updates and maintenance services;

WHEREAS, Provider wishes to provide and Client wishes to receive software services for the AMR systems according to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

## **1. DEFINITIONS**

- - 2 -

1 "AMR Systems" means the NaviFloor autonomous mobile robots and asso

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2 "Software" means Provider's proprietary software, including the NaviFloor

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3 "Updates" means any modifications, bug fixes, patches, or improvements t

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4 "Critical Security Update" means any Update designated by Provider as ne

## **2. SERVICES**

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1 Provider shall deliver Updates for the Software installed on Client's AMR .

- - 3 -

2 Provider shall:

- (a) Provide Updates at least quarterly;
- (b) Deploy Critical Security Updates within 72 hours of development;
- (c) Maintain detailed documentation of all Updates;
- (d) Provide remote technical support for Update implementation;
- (e) Conduct pre-deployment testing of Updates.

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3 Updates shall be delivered via Provider's secure cloud infrastructure or, up

### **3. CLIENT OBLIGATIONS**

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1 Client shall:

- (a) Maintain network connectivity for AMR Systems;
- (b) Provide Provider with reasonable access to AMR Systems;
- (c) Implement Updates within 30 days of delivery;
- (d) Maintain current backup systems;
- (e) Report any Update-related issues promptly.

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2 Client shall designate qualified personnel to coordinate with Provider regarding

## **4. FEES AND PAYMENT**

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1 Client shall pay an annual service fee of \$75,000 for the Services ("Service

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2 The Service Fee shall be paid in quarterly installments of \$18,750, due with

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3 Provider may increase the Service Fee annually by no more than 3% upon

## **5. INTELLECTUAL PROPERTY**

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1 Provider retains all right, title, and interest in the Software and Updates.

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2 Client receives a non-exclusive, non-transferable license to use Updates so

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3 Client shall not:

(a) Reverse engineer the Software or Updates;

(b) Create derivative works;

(c) Remove or modify any proprietary notices.

## **6. WARRANTY AND LIMITATION OF LIABILITY**

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1 Provider warrants that Updates will perform substantially in accordance with

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2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO

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3 Provider's total liability shall not exceed the amounts paid under this Agreement

## **7. TERM AND TERMINATION**

- - 7 -

1 This Agreement commences on the Effective Date and continues for 36 mo

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2 Following the Initial Term, this Agreement automatically renews for succe

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3 Either party may terminate for material breach upon 30 days' written notice

## **8. CONFIDENTIALITY**

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1 Each party shall protect the other's confidential information with the same

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2 Confidentiality obligations survive termination for 3 years.



## 9. GENERAL PROVISIONS

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1 This Agreement shall be governed by Delaware law.

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2 Any disputes shall be resolved in the state or federal courts of Delaware.

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3 Neither party may assign this Agreement without prior written consent.

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4 This Agreement constitutes the entire agreement between the parties regarding

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

NAVIELQOR ROBOTICS, INC.

**By:**

Name: James Wilson

Title: Chief Financial Officer

**Date:**

ACE HARDWARE CORPORATION

**By:**

**Name:**

**Title:**

**Date:**

