

# SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

## SOFTWARE LICENSE AND MAINTENANCE A

THIS SOFTWARE LICENSE AND MAINTENANCE AGREEMENT (the "Agreement") is made effective as of March 1, 2024 (the "Effective Date"), by and between:

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

and

Pepsi Bottling Group, LLC, a Delaware limited liability company with its principal place of business at 1 Pepsi Way, Somers, NY 10589 ("Licensee")

## **1. DEFINITIONS**

1 "Documentation" means all user manuals, technical manuals, and o

2 "Licensed Software" means Licensor's proprietary NaviFleet(TM) Te

3 "Maintenance Services" means the support and maintenance servic

4 "User" means Licensee's employees and contractors authorized to r

## **2. LICENSE GRANT**

1 Subject to the terms and conditions of this Agreement, Licensor gra

(a) Install and use the Licensed Software at Licensee's facilities;

(b) Make copies of the Licensed Software for backup purposes only;

(c) Use the Documentation in connection with Licensee's use of the Licensed Software.

2 The license granted herein is limited to 500 concurrent Users and 1.

### **3. LICENSE RESTRICTIONS**

1 Licensee shall not:

- (a) Modify, translate, reverse engineer, decompile, or create derivative works;
- (b) Remove any proprietary notices or labels from the Licensed Software;
- (c) Use the Licensed Software for third-party training or commercial time-sharing;
- (d) Transfer or sublicense the Licensed Software to any third party.

### **4. MAINTENANCE SERVICES**

1 During the Term, Licensor shall provide:

- (a) Software updates and bug fixes;
- (b) 24/7 technical support via phone and email;
- (c) Remote diagnostics and troubleshooting;
- (d) Quarterly system optimization reviews.

2 Response Times:

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Critical Issues: 2 hour response

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High Priority: 4 hour response

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Medium Priority: 8 hour response

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Low Priority: 24 hour response

## **5. FEES AND PAYMENT**

1 License Fee: \$750,000 per annum, payable in quarterly installments

2 Maintenance Fee: 18% of the annual License Fee, payable annually

3 All fees are exclusive of taxes and subject to annual increase of 3%

## **6. TERM AND TERMINATION**

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

2 Renewal: Automatic one-year renewals unless terminated with 90 d

3 Termination for Cause: Either party may terminate upon 30 days' w

## **7. WARRANTIES AND DISCLAIMERS**

1 Licenser warrants that:

(a) The Licensed Software will perform substantially in accordance with the  
Documentation;

(b) Maintenance Services will be performed in a professional manner.

2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE LICENSED SOFTWARE IS PROVIDED "AS IS"

## **8. LIMITATION OF LIABILITY**

1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES

2 LICENSOR'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID BY THE LICENSEE FOR THE SOFTWARE

## **9. CONFIDENTIALITY**

1 Each party shall protect the other's Confidential Information with the

## **10. GOVERNING LAW**

1 This Agreement shall be governed by the laws of the State of Delaware

## **11. ENTIRE AGREEMENT**

1 This Agreement constitutes the entire agreement between the parties

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:**

PEPSI BOTTLING GROUP, LLC

**By:**

**Name:**

**Title:**

**Date:**



