

# **FLEET MANAGEMENT SOFTWARE LICENSE AGREEMENT**

## **FLEET MANAGEMENT SOFTWARE LICENSE**

THIS FLEET MANAGEMENT SOFTWARE LICENSE AGREEMENT (the "Agreement") is made and entered into this 15th day of January, 2024, effective as of January 15, 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

Rite Aid Corporation, a Delaware corporation with its principal place of business at 30 Hunter Lane, Camp Hill, PA 17011 ("Licensee")

## **1. DEFINITIONS**

1 "Software" means Licensors's proprietary NaviFleet(TM) autonomous

2 "Authorized Facilities" means Licensee's distribution centers located

3 "Authorized Users" means Licensee's employees and contractors w

4 "Robot Fleet" means the autonomous mobile robots manufactured b

## **2. LICENSE GRANT**

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

(a) Install and use the Software at the Authorized Facilities;

(b) Use the Software solely to manage Licensee's Robot Fleet; and

(c) Make copies of the Software documentation for internal use by Authorized Users.

2 The license granted herein is limited to the number of robots and facilities.

### **3. LICENSE RESTRICTIONS**

1 Licensee shall not:

- (a) Modify, translate, reverse engineer, decompile, or create derivative works;
- (b) Remove or alter any proprietary notices or marks;
- (c) Use the Software to operate robots not manufactured by Licensor;
- (d) Sublicense, lease, rent, loan, or transfer the Software to any third party;
- (e) Use the Software outside of Authorized Facilities.

### **4. FEES AND PAYMENT**

1 License Fees: Licensee shall pay annual license fees as specified in

2 Payment Terms: Fees are payable annually in advance within 30 da

3 Taxes: Licensee is responsible for all applicable taxes, except taxes

## **5. MAINTENANCE AND SUPPORT**

1 Standard Support: Licensors shall provide:

- (a) Software updates and bug fixes;
- (b) Technical support via email and phone during business hours;
- (c) Remote diagnostic assistance;
- (d) Access to online knowledge base and documentation.

2 Response Times: Licensors shall respond to support requests accor

## **6. PROPRIETARY RIGHTS**

1 Ownership: Licensor retains all right, title, and interest in the Software.

2 Feedback: Any suggestions or feedback provided by Licensee shall be the property of Licensor.

## **7. CONFIDENTIALITY**

1 Each party shall protect the other's confidential information with the same degree of care it uses to protect its own confidential information.

2 Confidential information shall not include information that:

(a) Is or becomes publicly available through no fault of the receiving party;

(b) Is independently developed by the receiving party;

(c) Was known to the receiving party prior to disclosure.

## **8. WARRANTY AND DISCLAIMER**

1 Licenser warrants that the Software will perform substantially in acco

2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SOFTWARE

## **9. LIMITATION OF LIABILITY**

1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENT

2 LICENSOR'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES

## **10. TERM AND TERMINATION**

1 Term: This Agreement shall commence on the Effective Date and c

2 Termination: Either party may terminate for material breach upon 30

## 11. GENERAL PROVISIONS

1 Governing Law: This Agreement shall be governed by Delaware law

2 Assignment: Neither party may assign this Agreement without prior

3 Entire Agreement: This Agreement constitutes the entire agreement

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

NAVIFLOOR ROBOTICS, INC.

**By:**

Name: ~~James~~ James Wilson

Title: Chief Financial Officer

**Date:**

RITE AID CORPORATION

**By:**

**Name:**

**Title:**

**Date:**



