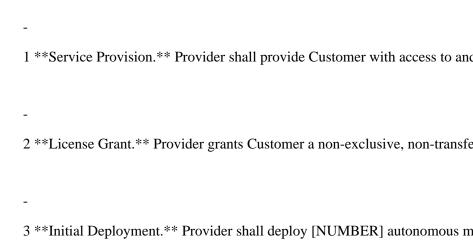
ROBOT-AS-A-SERVICE AG	REEMENT - HOME DEPOT SUPPLY CHAIN
	ROBOT-AS-A-SERVICE AGREEMENT
	THIS ROBOT-AS-A-SERVICE AGREEMENT (the "Agreement") is made [DATE] (the "Effective Date"), by and between:
	NAVIFLOOR ROBOTICS, INC., a Delaware corporation with its principal business at [ADDRESS] ("Provider")
	and
	HOME DEPOT U.S.A., INC., a Delaware corporation with its principal pla business at 2455 Paces Ferry Road, Atlanta, Georgia 30339 ("Customer")

1. DEFINITIONS

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1 "AMR Fleet" means the autonomous mobile robots provided by Provider t
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2 "Documentation" means Provider's standard user and technical documenta
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3 "Robotic System" means Provider's proprietary terrain-mapping and navig
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4 "Services" means the robot-as-a-service offering, including deployment, m
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5 "Subscription Fee" means the recurring fees payable by Customer for the S

2. SERVICES AND LICENSE



3. SUBSCRIPTION FEES AND PAYMENT

1 **Fee Structure.** Customer shall pay Provider:

(a) Monthly Subscription Fee of \$[AMOUNT] per AMR unit

- (b) One-time deployment fee of \$[AMOUNT] per facility
- (c) Additional services as specified in Exhibit A

2 **Payment Terms.** Fees are payable monthly in advance, net 30 days from

4. PROVIDER RESPONSIBILITIES

1 **Implementation.** Provider shall:

- (a) Install and configure the AMR Fleet
- (b) Provide terrain-mapping and facility digitization
- (c) Train Customer's designated personnel
- (d) Integrate with Customer's warehouse management system

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- 2 **Maintenance and Support.**
- (a) 24/7 remote monitoring and support
- (b) Quarterly preventive maintenance
- (c) Software updates and upgrades
- (d) Hardware replacement for normal wear and tear

5. CUSTOMER RESPONSIBILITIES

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- 1 **Facility Requirements.** Customer shall:
- (a) Provide adequate space and power
- (b) Maintain network connectivity
- (c) Ensure facility floor conditions meet specifications

(d) Restrict unauthorized access to AMR Fleet
2 **Cooperation.** Customer shall provide reasonable cooperation and acce
6. SERVICE LEVELS
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1 **Availability.** Provider guarantees 98% uptime for each AMR unit duri
2 **Response Times.** Provider shall respond to:
(a) Critical issues within 30 minutes
(b) Major issues within 2 hours
(c) Minor issues within 24 hours

7. TERM AND TERMINATION

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1	**Initial Term.** This Agreement has an initial term of 36 months from the
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2	**Renewal.** Agreement automatically renews for successive 12-month t
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- 3 **Termination Rights.** Either party may terminate:
- (a) For material breach with 30 days' notice
- (b) For insolvency immediately
- (c) For convenience with 90 days' notice

8. INTELLECTUAL PROPERTY

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1 **Ownership.** Provider retains all rights to the Robotic System and relationship.
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2 **Restrictions.** Customer shall not:
(a) Modify or create derivative works
(b) Reverse engineer the Robotic System
(c) Remove proprietary notices
(d) Transfer or sublicense
9. CONFIDENTIALITY
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1 **Definition.** Confidential Information includes technical, business, and

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2 **Obligations.** Each party shall:

- (a) Maintain confidentiality
- (b) Use reasonable security measures
- (c) Limit access to need-to-know basis
- (d) Return or destroy upon termination

10. WARRANTIES AND LIMITATIONS

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- 1 **Limited Warranty.** Provider warrants that:
- (a) Services will perform materially as documented
- (b) Provider has required rights and licenses
- (c) Services will comply with applicable laws

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2 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED, ALL SERVICE

11. INDEMNIFICATION

1 **Provider Indemnification.** Provider shall defend and indemnify Custo

(a) Intellectual property infringement

- (b) Personal injury from AMR malfunction
- (c) Provider's gross negligence or willful misconduct

12. INSURANCE

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1 **Coverage.** Provider shall maintain:

(a) Commercial general liability: \$5,000,000

(b) Professional liability: \$2,000,000

(c) Workers' compensation: statutory limits

13. MISCELLANEOUS

1 **Force Majeure.** Neither party is liable for events beyond reasonable co

2 **Assignment.** Neither party may assign without prior written consent.

3 **Governing Law.** This Agreement is governed by Delaware law.

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4 **Entire Agreement.** This Agreement constitutes the complete understan
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Date.
NAVIFLOOR ROBOTICS, INC.
By: _
Name:
Title:
Date:
HOME DEPOT U.S.A., INC.
By: _
Name:

Title: _ 12 -

Date:

