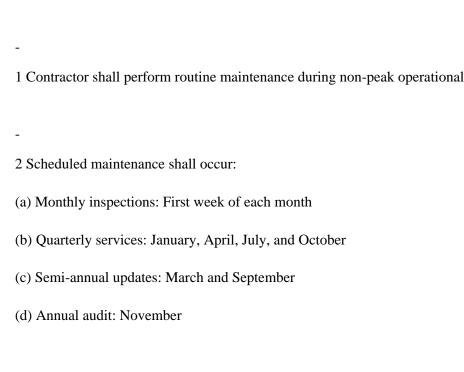
PREVENTIVE MA	INTENANCE CONTRACT - DHL EXPRESS HUB	
	PREVENTIVE MAINTENANCE CONTRACT	
	THIS PREVENTIVE MAINTENANCE CONTRACT (the "Agreement") is as of February 1, 2024 (the "Effective Date"), by and between:	
	NaviFloor Robotics, Inc., a Delaware corporation with its principal place of business at 2500 Innovation Drive, Boston, MA 02210 ("Contractor")	
	and	
	DHL Express Operations, Inc., a Delaware corporation with its principal plabusiness at 1200 South Pine Island Road, Plantation, FL 33324 ("Client")	

1. SCOPE OF SERVICES

- 1 Contractor shall provide preventive maintenance services for Client's autor
- 2 Services shall include:
- (a) Monthly inspection and calibration of all NaviFloor AMR units
- (b) Quarterly testing and optimization of LiDAR sensors and depth-mapping systems
- (c) Semi-annual software updates and firmware maintenance
- (d) Annual comprehensive system audit and performance optimization
- (e) 24/7 emergency support services
- (f) Maintenance of floor-embedded navigation markers and charging stations

2. MAÎNTENANCE SCHEDULE



3 Emergency response time shall not exceed four (4) hours from notification

3. CONTRACTOR OBLIGATIONS

- 1 Contractor shall:

- (a) Maintain detailed service records for each AMR unit
- (b) Provide monthly performance reports
- (c) Supply all necessary replacement parts and software updates
- (d) Maintain adequate insurance coverage
- (e) Ensure technicians are properly certified
- (f) Comply with all facility safety protocols

2 Contractor warrants that all services shall be performed in accordance with

4. CLIENT OBLIGATIONS

- 1 Client shall:
- (a) Provide access to the Facility during scheduled maintenance
- (b) Maintain appropriate environmental conditions
- (c) Report any system anomalies promptly
- (d) Designate a primary point of contact
- (e) Maintain network connectivity for remote diagnostics

5. COMPENSATION

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1 Annual Contract Fee: \$425,000 USD, payable in quarterly installments of

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2 Emergency service calls outside scheduled maintenance: \$750 per hour, m
3 Parts and materials not covered under warranty shall be billed at cost plus
6. TERM AND TERMINATION
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1 Initial Term: Three (3) years from the Effective Date.
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2 Automatic Renewal: One-year terms unless terminated with 90 days' notic
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3 Early Termination: Either party may terminate with 180 days' written notice

7. WARRANTY AND LIMITATIONS 1 Contractor warrants services for 90 days from performance. 2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONTRACTOR MAR 3 Liability limited to direct damages not exceeding fees paid in previous 12 i 8. CONFIDENTIALITY 1 Each party shall protect confidential information with reasonable care.

- - 7 -

 ${\small 2\ Confidentiality\ obligations\ survive\ termination\ for\ 5\ years.}$

9. INSURANCE

- 1 Contractor shall maintain:
- (a) Commercial General Liability: \$5,000,000 per occurrence
- (b) Workers' Compensation: Statutory limits
- (c) Professional Liability: \$2,000,000 per claim

10. FORCE MAJEURE

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1 Neither party shall be liable for delays due to circumstances beyond reason

11. GOVERNING LAW 1 This Agreement shall be governed by Ohio law. 2 Exclusive jurisdiction in Hamilton County, Ohio. 12. ENTIRE AGREEMENT 1 This Agreement constitutes the entire understanding between the parties. 2 Modifications require written agreement of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of Date. NAVIFLOOR ROBOTICS, INC. By: Name: Richard Torres Title: Chief Operating Officer Date: DHL EXPRESS OPERATIONS, INC. By:	
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Date: DHL EXPRESS OPERATIONS, INC. By:	Name: Richard Torres
DHL EXPRESS OPERATIONS, INC. By:	Title: Chief Operating Officer
By:	Date:
	DHL EXPRESS OPERATIONS, INC.
None	By:
Name:	Name:
Title:	Title:

Date: _{- 10} ₋

