

MAINTENANCE SCHEDULE AND SERVICE AGREEMENT

MAINTENANCE SCHEDULE AND SERVICE A

Between NaviFloor Robotics, Inc. and O'Reilly Auto Parts

Effective Date: January 15, 2024

1. PARTIES

This Maintenance Schedule and Service Agreement (the "Agreement")
into by and between:

NaviFloor Robotics, Inc., a Delaware corporation with its principa

and - 1 -

O'Reilly Auto Parts, a Missouri corporation with its principal place of business in St. Louis, Missouri

2. COVERED EQUIPMENT

1 This Agreement covers the following autonomous mobile robot (AMR) system:

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NaviFloor NF-350 Series AMRs (Quantity: 12)

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NaviFloor FleetControl(TM) Management System v4.2

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Associated NaviSense(TM) LiDAR Arrays and Depth Sensors

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Terminal Control Stations (Quantity: 3)

2 Location of Equipment:

O'Reilly Distribution Center #127

4875 Distribution Way

Dallas, TX 75241

3. SCHEDULED MAINTENANCE SERVICES

1 Quarterly Preventive Maintenance:

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LiDAR sensor calibration and alignment

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Navigation system diagnostic testing

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Battery system efficiency analysis

- - 3 -

Drive train inspection and lubrication

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Software updates and patch implementation

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Safety system verification

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Obstacle detection system calibration

2 Semi-Annual Services:

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Complete system optimization

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Floor mapping recalibration

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Deep learning algorithm updates

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Hardware stress testing

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Comprehensive performance analytics

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Backup system verification

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Emergency stop system certification

3 Annual Services:

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Full hardware inspection and replacement of wear components

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Battery pack replacement (as needed)

- - 5 -

System architecture review

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Network security audit

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Compliance certification renewal

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Performance benchmark testing

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Historical data analysis and optimization recommendations

4. RESPONSE TIMES AND SERVICE LEVELS

1 Emergency Response:

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Critical Issues: 2-hour response time, 4-hour on-site presence

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System Failures: 4-hour response time, 8-hour on-site presence

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Safety-Related Issues: Immediate response, 4-hour resolution

2 Non-Emergency Support:

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Regular Maintenance: Scheduled 2 weeks in advance

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Software Updates: 48-hour notice

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Technical Support: Available 24/7 via dedicated hotline

5. MAINTENANCE SCHEDULE

1 Regular Service Windows:

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Quarterly Maintenance: Weeks 13, 26, 39, 52

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Semi-Annual Service: Weeks 26 and 52

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Annual Service: Week 52

2 Scheduled Downtime:

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Maximum 4 hours per quarterly service

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Maximum 8 hours per semi-annual service

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Maximum 16 hours for annual service

6. PRICING AND PAYMENT TERMS

1 Annual Service Fee: \$145,000

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Quarterly Payments: \$36,250

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Due: First day of each quarter

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Net 30 payment terms

2 Additional Services:

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Emergency calls outside service hours: \$450/hour

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Parts replacement: Cost plus 15%

- - 9 -

Custom programming: \$225/hour

7. WARRANTY AND LIMITATIONS

1 Service Provider warrants all maintenance work for 90 days from co

2 This warranty excludes:

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Damage from misuse or unauthorized modifications

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Normal wear and tear

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Environmental damage

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Unauthorized third-party interventions

8. TERM AND TERMINATION

1 Initial Term: 24 months from Effective Date

2 Renewal: Automatic 12-month renewal unless terminated with 90 days' written notice

3 Early Termination: Requires 120 days' written notice and payment of termination fee

9. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Date.

NaviFloor Robotics, Inc.

By: - 11 -

Name: Richard Torres

Title: Chief Operating Officer

Date:

O'Reilly Auto Parts

By:

Name:

Title:

Date:

