

**ROBOT-AS-A-SERVICE AGREEMENT - 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 plac  
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 to

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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 naviga

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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

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1 **\*\*Service Provision.\*\*** Provider shall provide Customer with access to and

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2 **\*\*License Grant.\*\*** Provider grants Customer a non-exclusive, non-transfe

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3 **\*\*Initial Deployment.\*\*** Provider shall deploy [NUMBER] autonomous m

## 3. SUBSCRIPTION FEES AND PAYMENT

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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

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

#### **4. PROVIDER RESPONSIBILITIES**

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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

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2 **\*\*Cooperation.\*\*** Customer shall provide reasonable cooperation and access

## **6. SERVICE LEVELS**

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1 **\*\*Availability.\*\*** Provider guarantees 98% uptime for each AMR unit during

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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 terms

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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 relat

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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**

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1 **\*\*Provider Indemnification.\*\*** Provider shall defend and indemnify Custom

(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**

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

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

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

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4 ~~\*\*Entire Agreement.\*\*~~ This Agreement constitutes the complete understanding of the parties.

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:

