

TECHNICAL SUPPORT SERVICE AGREEMENT - ALDI

TECHNICAL SUPPORT SERVICE AGREEMENT

THIS TECHNICAL SUPPORT SERVICE AGREEMENT (the "Agreement") is made and entered into 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, Wilmington, DE 19801 ("Service Provider")

and

Aldi Inc., a Illinois corporation with its principal place of business at 1200 N. Kirk Road, Batavia, IL 60510 ("Customer")

RECITALS

WHEREAS, Service Provider is in the business of providing autonomous mobile robots (AMRs) and related technical support services;

WHEREAS, Customer desires to engage Service Provider to provide technical support services for the AMR systems deployed at Customer's facilities; and

WHEREAS, Service Provider desires to provide such services to Customer under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

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1 "AMR Systems" means the NaviFloor autonomous mobile robots and associated software.

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2 "Service Hours" means 24 hours per day, 7 days per week, excluding scheduled maintenance.

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3 "Support Services" means the technical support services described in Section 2.

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4 "Critical Issue" means any malfunction that causes complete failure of an AMR System.

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5 "Response Time" means the time between Customer's initial support request and the first response from the Support Services.

2. SUPPORT SERVICES

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1 Scope of Services. Service Provider shall provide the following Support Services:

- (a) Remote diagnostic and troubleshooting support
- (b) Emergency on-site technical support
- (c) Software updates and patches
- (d) Preventive maintenance recommendations
- (e) 24/7 technical support hotline
- (f) Monthly performance analysis reports

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2 Service Levels

- (a) Critical Issues: 30-minute Response Time, 4-hour resolution target
- (b) High Priority Issues: 2-hour Response Time, 8-hour resolution target

(c) Standard Issues: 24-hour Response Time, 72-hour resolution target

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3 On-Site Support. Service Provider shall provide on-site support within 24 hours

3. CUSTOMER RESPONSIBILITIES

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1 Customer shall:

(a) Maintain network connectivity for remote diagnostics

(b) Provide access to facilities when required

(c) Designate qualified personnel as primary contacts

(d) Report issues promptly through designated channels

(e) Maintain environmental conditions within specified parameters

4. FEES AND PAYMENT

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1 Service Fees. Customer shall pay annual service fees of \$275,000 per facility.

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2 Additional Charges. On-site support beyond 24 visits per year will incur additional charges.

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3 Payment Terms. Fees are payable quarterly in advance. Additional charges shall be payable upon invoice.

5. TERM AND TERMINATION

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1 Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years.

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2 Renewal. Agreement shall automatically renew for successive one-year terms

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3 Termination. Either party may terminate:

(a) For convenience with 90 days' written notice

(b) For cause with 30 days' written notice and opportunity to cure

6. INTELLECTUAL PROPERTY

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1 Service Provider retains all rights to its technology, software, and documents

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2 Customer receives limited license to use supported systems during the term

7. CONFIDENTIALITY

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1 Each party shall protect confidential information with reasonable care.

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2 Confidentiality obligations survive termination for 5 years.

8. LIABILITY AND INDEMNIFICATION

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1 Service Provider's liability limited to fees paid in preceding 12 months.

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2 Neither party liable for consequential or indirect damages.

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3 Service Provider shall indemnify Customer against third-party IP claims.

9. INSURANCE

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1 Service Provider shall maintain:

(a) Commercial General Liability: \$5,000,000

(b) Professional Liability: \$3,000,000

(c) Workers' Compensation: Statutory limits

10. GENERAL PROVISIONS

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1 Force Majeure

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2 Assignment

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3 Governing Law: Delaware

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4 Dispute Resolution

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5 Entire Agreement

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6 Amendments

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7 Notices

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8 Severability

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9 Counterparts

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

NAVIFLOOR ROBOTICS, INC.

By:

Name: James Wilson

Title: Chief Financial Officer

Date:

ALDI INC.

By:

Name:

Title: - 11 -

Date:

