

NAVIFLOOR AMR SYSTEM INSTALLATION AGREEMENT - AMAZON FBA

NAVIFLOOR AMR SYSTEM INSTALLATION

THIS AGREEMENT is made and entered into as of [DATE] ("Effective Date")
between:

NaviFloor Robotics, Inc., a Delaware corporation with its principal place of business at

and

Amazon.com Services LLC, a Delaware limited liability company with its principal place of business at

RECITALS

WHEREAS, NaviFloor specializes in the development and installation of advanced autonomous mobile robot ("AMR") systems utilizing proprietary terrain-mapping and navigation technology;

WHEREAS, Customer desires to engage NaviFloor to install its AMR system at its Customer's fulfillment center located at [FACILITY ADDRESS] ("Facility");

WHEREAS, the parties desire to set forth the terms and conditions under which NaviFloor will provide such installation services.

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

1. DEFINITIONS

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1 "AMR₂System" means NaviFloor's proprietary autonomous mobile robot s

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2 "Installation Services" means the services provided by NaviFloor to install

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3 "Project Timeline" means the schedule for Installation Services as set forth

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4 "Acceptance Criteria" means the performance standards and testing proced

2. SCOPE OF SERVICES

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1 ****Installation Services****. NaviFloor shall provide the following Installatio

(a) Site assessment and preparation

(b) Floor mapping and navigation system configuration

(c) Hardware installation and testing

(d) Software deployment and integration

(e) System calibration and optimization

(f) Personnel training

(g) Post-installation support

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2 **Project Management**. NaviFloor shall assign a dedicated Project Manager

3. CUSTOMER OBLIGATIONS

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1 Customer shall:

- (a) Provide NaviFloor with access to the Facility
- (b) Ensure adequate power and network infrastructure
- (c) Designate a project liaison
- (d) Make relevant personnel available for training
- (e) Maintain appropriate security and safety protocols

4. PRICING AND PAYMENT

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1 ****Installation Fee****. Customer shall pay NaviFloor a total installation fee

- (a) 40% upon execution of this Agreement
- (b) 30% upon hardware installation completion
- (c) 30% upon final system acceptance

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2 ****Additional Costs****. Any modifications or additional services beyond the

5. PROJECT TIMELINE

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1 NaviFloor shall complete the Installation Services according to the Project

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2 Delays caused by Customer or force majeure events shall extend the Project

6. ACCEPTANCE TESTING

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1 Upon completion of Installation Services, NaviFloor shall conduct acceptance

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2 Customer shall have 10 business days to verify system performance and pr

7. WARRANTIES

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1 NaviFloor warrants that:

- (a) Installation Services will be performed in a professional manner
- (b) The AMR System will perform according to specifications
- (c) All components will be free from defects for 12 months

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2 ****Warranty Exclusions****. The warranty shall not cover damage caused by

- (a) Customer modification or misuse

(b) Environmental conditions outside specified parameters

(c) Third-party interference

8. INTELLECTUAL PROPERTY

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1 All intellectual property rights in the AMR System, including improvements

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2 Customer receives a limited license to use the installed system per the terms

9. CONFIDENTIALITY

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1 Each party shall protect the other's confidential information with the same

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2 This obligation survives termination for 5 years.

10. LIMITATION OF LIABILITY

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1 NaviFloor's total liability shall not exceed the installation fees paid.

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2 Neither party shall be liable for indirect, consequential, or punitive damages.

11. TERM AND TERMINATION

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1 This Agreement commences on the Effective Date and continues until completion of the project.

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2 Either party may terminate for material breach upon 30 days' written notice.

12. GENERAL PROVISIONS

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

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2 ****Force Majeure****. Neither party is liable for delays due to circumstances

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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 understand

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5 ****Amendments****. Modifications require written agreement of both parties

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

NAVIFLOOR ROBOTICS, INC.

By: _

Name:

Title:

Date:

AMAZON.COM SERVICES LLC

By: _

Name:- 11 -

Title:

Date:

[EXHIBITS TO FOLLOW]

