

TECHNICAL TRAINING AGREEMENT - BJ'S WHOLESALE

TECHNICAL TRAINING AGREEMENT

THIS TECHNICAL TRAINING AGREEMENT (the "Agreement") is made of February 15, 2024 (the "Effective Date"), by and between:

NAVIFLOOR ROBOTICS, INC., a Delaware corporation with its principal business at 2500 Innovation Drive, Boston, Massachusetts 02210 ("Provider"

and

BJ'S WHOLESALE CLUB, INC., a Delaware corporation with its principal business at 25 Research Drive, Westborough, Massachusetts 01581 ("Client"

RECITALS

WHEREAS, Provider is engaged in the business of developing and deploying autonomous mobile robots ("AMRs") and related fleet management systems in warehouse and distribution center environments;

WHEREAS, Client desires to receive technical training services from Provider relating to the operation, maintenance, and optimization of Provider's AMR systems recently purchased under that certain Master Purchase Agreement dated January 10, 2024 (the "Purchase Agreement"); and

WHEREAS, Provider desires to provide such training services to Client 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 "Confidential Information" shall have the meaning set forth in Section 7.

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2 "Training Materials" means all documentation, manuals, guides, presentation

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3 "Training Services" means the technical training services described in Exh

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4 "Training Location" means Client's distribution center located at 100 Distr

2. SCOPE OF SERVICES

- - 3 -

1 Provider shall provide the Training Services at the Training Location according to the Training Schedule.

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2 Provider shall supply all necessary Training Materials, equipment, and qualified personnel to deliver the Training Services.

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3 Training Services shall include both classroom-based instruction and hands-on training.

(a) AMR system architecture and components

(b) NaviFloor terrain-mapping technology

(c) Fleet management software operation

(d) Maintenance procedures and troubleshooting

(e) Safety protocols and emergency procedures

(f) System optimization and performance monitoring

3. CLIENT RESPONSIBILITIES

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1 Client shall:

- (a) Provide adequate facilities for classroom training
- (b) Ensure selected personnel attend all scheduled sessions
- (c) Maintain a safe working environment
- (d) Grant Provider access to necessary areas of the Training Location
- (e) Make available relevant equipment for hands-on training

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2 Client shall ensure that all training participants have completed Provider's j

4. FEES AND PAYMENT

- - 5 -

1 Client shall pay Provider a fixed fee of \$75,000 for the Training Services (

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2 The Training Fee shall be paid as follows:

(a) 50% upon execution of this Agreement

(b) 50% upon completion of the Training Services

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3 Additional training sessions beyond those specified in Exhibit A shall be cl

5. INTELLECTUAL PROPERTY

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1 Provider retains all right, title, and interest in the Training Materials and an

- - 6 -

2 Client is granted a limited, non-exclusive license to use the Training Materials

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3 Client shall not:

- (a) Copy or reproduce the Training Materials
- (b) Distribute Training Materials to third parties
- (c) Create derivative works based on the Training Materials
- (d) Remove any copyright or proprietary notices

6. WARRANTY AND LIMITATION OF LIABILITY

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1 Provider warrants that the Training Services will be performed in a professional

- - 7 -

2 EXCEPT AS EXPRESSLY SET FORTH HEREIN, PROVIDER MAKES

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3 Provider's total liability under this Agreement shall not exceed the amount

7. CONFIDENTIALITY

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1 Each party shall maintain the confidentiality of all non-public information

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2 Confidentiality obligations shall survive termination of this Agreement for

8. TERM AND TERMINATION

- - 8 -

1 This Agreement shall commence on the Effective Date and continue until c

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2 Either party may terminate this Agreement upon 30 days' written notice.

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3 Upon termination, Client shall pay Provider for all Training Services rende

9. GENERAL PROVISIONS

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1 This Agreement shall be governed by the laws of the Commonwealth of M

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2 This Agreement constitutes the entire agreement between the parties regar

- - 9 -

3 No modification shall be effective unless in writing and signed by both parties.

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4 Neither party may assign this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and at the place set forth below.

NAVIFLOOR ROBOTICS, INC.

By:

Name: Richard Torres

Title: Chief Operating Officer

Date:

BJ'S WHOLESALE CLUB, INC.

By:

Name:

Title:

Date:

EXHIBIT A

[Training Schedule and Detailed Curriculum]

[Intentionally omitted from sample]

