

PILOT PROGRAM AGREEMENT - OFFICE DEPOT

PILOT PROGRAM AGREEMENT

THIS PILOT PROGRAM 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, Boston, Massachusetts 02210 ("NaviFloor"), and Office Depot Inc., a Delaware corporation with its principal place of business at 6600 North Military Trail, Boca Raton, Florida 33496 ("Client").

RECITALS

WHEREAS, NaviFloor has developed proprietary autonomous mobile robot technology and fleet management solutions for warehouse and distribution environments;

WHEREAS, Client desires to evaluate NaviFloor's AMR technology through pilot program at its designated facility; and

WHEREAS, NaviFloor desires to demonstrate the capabilities of its technology through such pilot program 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

-

1 "Confidential Information" means all non-public information disclosed by

-

2 "Pilot Program" means the limited deployment and evaluation of NaviFloor

-

3 "Designated Facility" means Client's distribution center located at 1200 Co

-

4 "Equipment" means the NaviFloor AMR units and associated hardware pro

2. PILOT PROGRAM SCOPE

-

1 Duration. The Pilot Program shall commence on March 1, 2024, and contin

-

2 Equipment Deployment. NaviFloor shall deploy three (3) AMR units at the

(a) Two (2) NF-1000 Standard Payload AMRs

(b) One (1) NF-2000 Heavy Payload AMR

(c) Associated charging stations and fleet management software

-

3 Implementation Services. NaviFloor shall provide:

(a) Initial facility mapping and AMR programming

(b) On-site installation and configuration

(c) Staff training (up to 20 hours)

(d) Remote technical support during business hours

(e) Weekly performance reporting

3. CLIENT RESPONSIBILITIES

- - 4 -

1 Facility Access. Client shall provide NaviFloor reasonable access to the De

-

2 Infrastructure Requirements. Client shall:

(a) Provide adequate power supply for charging stations

(b) Maintain Wi-Fi coverage meeting NaviFloor's specifications

(c) Designate secure storage area for Equipment

(d) Ensure facility floor conditions meet NaviFloor's requirements

-

3 Personnel. Client shall designate a primary point of contact and ensure rele

4. FEES AND PAYMENT

- - 5 -

1 Pilot Program Fee. Client shall pay a one-time fee of \$75,000 for the Pilot

-

2 Payment Terms. The Pilot Program Fee shall be paid as follows:

(a) 50% upon execution of this Agreement

(b) 50% upon completion of installation

-

3 Additional Services. Any services beyond the scope defined herein shall be

5. INTELLECTUAL PROPERTY

-

1 Ownership. NaviFloor retains all right, title, and interest in its technology,

- - 6 -

2 License. NaviFloor grants Client a limited, non-exclusive license to use the

-

3 Feedback. Client grants NaviFloor a perpetual, irrevocable license to use and

6. CONFIDENTIALITY

-

1 Protection. Each party shall protect the other's Confidential Information with

-

2 Restrictions. Neither party shall disclose or use the other's Confidential Inf

-

3 Survival. Confidentiality obligations shall survive termination of this Agree

7. WARRANTIES AND LIMITATIONS

-

1 Limited Warranty. NaviFloor warrants that the Equipment will perform substantially in accordance with the specifications set forth in the NaviFloor Equipment Specification.

-

2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NAVIFLOOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

-

3 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

8. TERMINATION

-

1 Termination Rights. Either party may terminate this Agreement:

(a) Upon 30 days' written notice

(b) Immediately for material breach

(c) Immediately if the other party becomes insolvent

-

2 Effect of Termination. Upon termination:

(a) Client shall cease use of Equipment

(b) NaviFloor shall remove Equipment

(c) Each party shall return Confidential Information

(d) Sections 5, 6, 7, and 9 shall survive

9. GENERAL PROVISIONS

-

1 Insurance. Each party shall maintain appropriate insurance coverage.

- - 9 -

2 Assignment. Neither party may assign this Agreement without prior written

-

3 Governing Law. This Agreement shall be governed by Delaware law.

-

4 Entire Agreement. This Agreement constitutes the entire agreement between

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: - 10 -

OFFICE DEPOT, INC.

By:

Name:

Title:

Date:

