## ROBOT FLEET EXPANSION AGREEMENT ROBOT FLEET EXPANSION AGREEMENT THIS ROBOT FLEET EXPANSION AGREEMENT (the "Agreement") is reas of February 15, 2024 (the "Effective Date"), by and between: NAVIFLOOR ROBOTICS, INC., a Delaware corporation with its principal business at 2500 Innovation Drive, Pittsburgh, PA 15222 ("NaviFloor" or "Provider")

GIANT EAGLE, INC., a Pennsylvania corporation with its principal place o

and

business at 101 Kappa Drive, Pittsburgh, PA 15238 ("Giant Eagle" or "Custo

## **RECITALS**

WHEREAS, NaviFloor is engaged in the business of developing, manufactu deploying autonomous mobile robots ("AMRs") utilizing proprietary terrain-mapping and navigation technology;

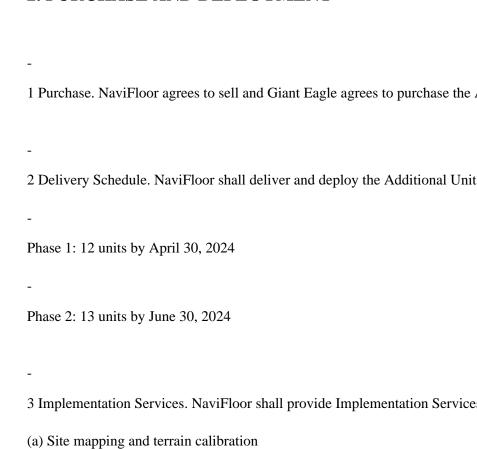
WHEREAS, Giant Eagle currently operates NaviFloor's AMR fleet manager platform and robots at its Pittsburgh-area distribution centers under that certain Master Services Agreement dated March 1, 2023 (the "MSA");

WHEREAS, Giant Eagle desires to expand its existing AMR fleet and Navil desires to provide additional robots and related services;

NOW, THEREFORE, in consideration of the mutual covenants contained he

parties agree as follows:
1. DEFINITIONS
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1 "Additional Units" means the twenty-five (25) Model NF-350X autonomo
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2 "Deployment Sites" means Giant Eagle's distribution centers located at: (a)
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3 "Fleet Management Platform" means NaviFloor's proprietary software plat
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4 "Implementation Services" means the services described in Exhibit A requ

## 2. PURCHASE AND DEPLOYMENT



(b) Fleet4Management Platform integration
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- (c) Staff training and certification
- (d) Performance optimization and testing

## 3. PRICING AND PAYMENT

1 Purchase Price. The total purchase price for the Additional Units shall be \$

- (a) 40% upon execution of this Agreement
- (b) 30% upon completion of Phase 1
- (c) 30% upon completion of Phase 2

2 Implementation Fees. Implementation Services shall be provided at the rate

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3 Ongoing Fees. Monthly subscription fees for the Fleet Management Platfo
4. WARRANTIES AND SUPPORT
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1 Hardware Warranty. NaviFloor warrants the Additional Units against defe
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2 Software Warranty. NaviFloor warrants that the Fleet Management Platfor
- 3 Support Services. NaviFloor shall provide support services for the Additio
3 Support Services. Navirioof shall provide support services for the Additio
5. INTELLECTUAL PROPERTY

6 -  1 NaviFloor retains all intellectual property rights in the Additional Units, F
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2 Giant Eagle receives a non-exclusive license to use the Fleet Management
6. TERM AND TERMINATION
1 Term. This Agreement shall commence on the Effective Date and continue
2 Termination. Either party may terminate this Agreement for material breach
7. LIMITATION OF LIABILITY

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4 Force Majeure. Neither party shall be liable for delays caused by events be
IN WITNESS WHEREOF, the parties have executed this Agreement as of the
Date.
NAVIFLOOR ROBOTICS, INC.
By:
Name: Dr. Sarah Chen
Title: Chief Executive Officer
Date:
GIANT EAGLE, INC.
By:

**Name:**\_ 9 \_

Title:

Date:

[Exhibits A, B, and C to follow]

