

EQUIPMENT RENTAL AGREEMENT - FOOD LION DC

EQUIPMENT RENTAL AGREEMENT

THIS EQUIPMENT RENTAL 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, MA 02210 ("Lessor")

and

Food Lion, LLC, a North Carolina limited liability company with its principal place of business at 2110 Executive Drive, Salisbury, NC 28147 ("Lessee")

RECITALS

WHEREAS, Lessor is in the business of manufacturing and leasing autonomous mobile robots and related equipment for warehouse automation;

WHEREAS, Lessee operates a distribution center located at 3300 Commerce Front Royal, VA 22630 (the "Facility"); and

WHEREAS, Lessee desires to lease certain equipment from Lessor for use in the Facility, and Lessor desires to lease such equipment to Lessee, subject to the terms and conditions set forth herein.

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

1. EQUIPMENT

- - 2 -

1 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the

(a) Eight (8) NaviFloor NF-2000 Autonomous Mobile Robots

(b) Two (2) NaviFloor Charging Stations (Model CS-400)

(c) One (1) NaviFloor Fleet Management System Server (Model FMS-2024)

(d) Associated software licenses and peripherals as specified in Exhibit A

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2 The Equipment shall be delivered and installed at the Facility according to

2. TERM AND RENEWAL

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1 Initial Term. The initial term of this Agreement shall be thirty-six (36) months

- - 3 -

2 Renewal Options. Lessee shall have the option to renew this Agreement for

3. DELIVERY AND INSTALLATION

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1 Delivery. Lessor shall deliver the Equipment to the Facility on or before M

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2 Installation. Lessor shall complete installation and commissioning of the E

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3 Acceptance Testing. Lessee shall have five (5) business days following the

4. RENTAL PAYMENTS

- - 4 -

1 Monthly Rental Fee. Lessee shall pay to Lessor a monthly rental fee of \$45

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2 Payment Terms. The Monthly Rental Fee shall be paid in advance on the fi

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3 Late Payments. Any payment not received within five (5) days of the due d

5. MAINTENANCE AND SUPPORT

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1 Preventive Maintenance. Lessor shall provide scheduled preventive mainte

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2 Technical Support. Lessor shall provide 24/7 technical support through its

- - 5 -

3 Software Updates. Lessor shall provide all software updates and patches at

6. WARRANTIES AND REPRESENTATIONS

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1 Equipment Warranty. Lessor warrants that the Equipment shall be free from

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2 Performance Guarantee. Lessor guarantees 98% uptime for the Equipment.

7. INSURANCE AND LIABILITY

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1 Insurance Requirements. Lessee shall maintain commercial general liability

- - 6 -

2 Property Insurance. Lessee shall maintain property insurance covering the

8. TERMINATION

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1 Early Termination. Either party may terminate this Agreement upon thirty

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2 Effect of Termination. Upon termination, Lessee shall immediately return

9. CONFIDENTIALITY

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1 Each party shall maintain the confidentiality of all proprietary information

10. MISCELLANEOUS

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

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2 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

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3 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.
Date.

NAVIFLOOR ROBOTICS, INC.

By:

Name: Richard Torres

Title: Chief Operating Officer

Date:

FOOD LION, LLC

By:

Name:

Title:

Date:

[Exhibits A-E to follow]

