COMMERCIAL IMPLEMENTATION CONTRACT

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Contract No. DC-451

THIS COMMERCIAL IMPLEMENTATION CONTRACT (the "Agreeme

of February 1, 2024 (the "Effective Date")

BY AND BETWEEN:

NaviFloor Robotics, Inc., a Delaware corporation with its principa

AND

Costco₁Wholesale Corporation, a Washington corporation with it

1. RECITALS

WHEREAS, NaviFloor specializes in autonomous mobile robot (AMR)
fleet management platforms for industrial applications;

WHEREAS, Costco desires to implement NaviFloor's AMR solution at
Distribution Center DC-451 located at 3500 Commerce Parkway, Mira
(the "Facility"); and

WHEREAS, the parties desire to establish the terms and conditions u
NaviFloor will implement its AMR solution at the Facility.

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

2. DEFINITIONS

1 "AMR Fleet" means the collection of fifteen (15) NF-350X autonomo

2 "Implementation Services" means the services described in Exhibit

3 "NaviFloor Platform" means the proprietary software platform that m

4 "Acceptance Criteria" means the performance standards and testing

3. SCOPE OF SERVICES

1 **Implementation Services**. NaviFloor shall provide the Implement

2 **Site Preparation**. NaviFloor shall:

(a) Conduct a comprehensive site survey

(b) Create detailed floor maps using LiDAR scanning technology

(c) Establish charging station locations

(d) Install necessary network infrastructure

3 **System Installation**. NaviFloor shall:

(a) Deploy the AMR Fleet

(b) Install the NaviFloor Platform

(c) Configure integration with Client's WMS

(d) Implement safety protocols and emergency procedures

4. PROJECT TIMELINE AND ACCEPTANCE

1 **Implementation Schedule**. The implementation shall occur in thre

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Phase 1: Site Preparation (Weeks 1-3)

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Phase 2: System Installation (Weeks 4-8)

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Phase 3: Testing and Training (Weeks 9-12)

2 **Acceptance Testing**. Upon completion of implementation, NaviF

3 **Final Acceptance**. Client shall have fifteen (15) business days to

5. COMPENSATION AND PAYMENT

1 **Implementation Fee**. Client shall pay $875,000 for Implementatio

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30% upon contract execution

40% upon completion of Phase 2

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30% upon Final Acceptance

2 **Additional Services**. Any services outside the scope defined in E

6. WARRANTIES AND REPRESENTATIONS

1 NaviFloor warrants that:

(a) Implementation Services will be performed in a professional mann

(b) The AMR Fleet will perform according to specifications in Exhibit D

(c) The NaviFloor Platform will maintain 99.9% uptime

2 **Warranty Period**. Warranties shall remain in effect for twelve (12

7. INTELLECTUAL PROPERTY

1 NaviFloor retains all intellectual property rights in the AMR Fleet and

2 Client receives a non-exclusive license to use the NaviFloor Platform

8. CONFIDENTIALITY

1 Each party shall protect Confidential Information using the same deg

2 Confidentiality obligations survive termination for three (3) years.

9. LIMITATION OF LIABILITY

1 NaviFloor's aggregate liability shall not exceed the total Implementa

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

10. TERM AND TERMINATION

1 This Agreement commences on the Effective Date and continues ur

2 Either party may terminate for material breach upon thirty (30) days'

11. GENERAL PROVISIONS

1 **Governing Law**. This Agreement is governed by Delaware law.

2 **Dispute Resolution**. Disputes shall be resolved through binding a

3 **Force Majeure**. Neither party is liable for delays due to circumsta

4 **Assignment**. Neither party may assign without prior written conse

5 **Entire Agreement**. This Agreement constitutes the complete und

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

NaviFloor Robotics, Inc.

By:

Name: Dr. Sarah Chen

Title: Chief Executive Officer

Date:

Costco Wholesale Corporation

By:

Name:

Title:

Date:

[Exhibits A-D to follow]