SYSTEM INTEGRATION CONTRACT - STAPLES FULFILLMENT

SYSTEM INTEGRATION CONTRACT

THIS SYSTEM INTEGRATION CONTRACT (the "Agreement") is made e

February 1, 2024 (the "Effective Date")

BETWEEN:

NaviFloor Robotics, Inc., a Delaware corporation with its principal plac

AND:

Staples, Inc., a Delaware corporation with its principal place of business

RECITALS

WHEREAS, NaviFloor specializes in autonomous mobile robot ("AMR") sy

fleet management platforms for warehouse automation;

WHEREAS, Staples desires to implement NaviFloor's AMR system and rela

technology in its fulfillment centers;

WHEREAS, the parties desire to establish the terms and conditions under wh

NaviFloor will integrate its AMR system into Staples' existing warehouse

management system;

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

parties agree as follows:

1. DEFINITIONS

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1 "Acceptance Criteria" means the criteria specified in Exhibit A that must b

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2 "Documentation" means all user manuals, technical specifications, and oth

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3 "Implementation Schedule" means the timeline for System deployment set

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4 "System" means NaviFloor's AMR fleet management platform, including a

2. SCOPE OF SERVICES

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1 NaviFloor shall:

(a) Install and configure the System at Staples' designated fulfillment centers

(b) Integrate the System with Staples' existing warehouse management syste

(c) Provide training to Staples' personnel;

(d) Conduct acceptance testing;

(e) Provide ongoing maintenance and support services.

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2 Initial deployment shall occur at Staples' Reno, Nevada fulfillment center,

3. IMPLEMENTATION AND ACCEPTANCE

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1 NaviFloor shall implement the System according to the Implementation Sc

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2 Upon completion of implementation at each facility, NaviFloor shall condu

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3 Staples shall have fifteen (15) business days to evaluate the System and eit

(a) Accept the System by signing an acceptance certificate; or

(b) Reject the System by providing written notice of deficiencies.

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4 NaviFloor shall remedy any deficiencies within thirty (30) days of receivin

4. FEES AND PAYMENT

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1 Implementation Fees:

(a) Initial facility implementation: $2,500,000

(b) Additional facility implementations: $1,800,000 per facility

(c) Payment schedule as specified in Exhibit C

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2 Annual Maintenance Fees:

(a) 15% of implementation fee per facility

(b) Payable annually in advance

(c) Subject to 3% annual increase

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3 Payment Terms:

(a) Net 30 days from invoice date

(b) Late payments subject to 1.5% monthly interest

5. WARRANTIES AND REPRESENTATIONS

1 NaviFloor warrants that:

(a) The System will perform according to specifications

(b) Services will be performed in a professional manner

(c) It has all necessary rights and licenses

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2 Warranty Period: 12 months from acceptance of each facility implementati

6. INTELLECTUAL PROPERTY

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1 NaviFloor retains all intellectual property rights in the System.

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2 Staples receives a non-exclusive, non-transferable license to use the Syste

3 Any modifications or improvements developed during implementation sha

7. CONFIDENTIALITY

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1 Each party shall protect the other's confidential information with the same

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2 Confidentiality obligations survive termination for 5 years.

8. LIMITATION OF LIABILITY

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1 Neither party's liability shall exceed fees paid in the 12 months preceding t

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

9. TERM AND TERMINATION

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1 Term: 5 years from the Effective Date

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2 Termination Rights:

(a) Material breach with 30 days' cure period

(b) Bankruptcy or insolvency

(c) Force majeure lasting over 90 days

10. GENERAL PROVISIONS

1 Governing Law: Delaware

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2 Dispute Resolution: Arbitration in Boston, Massachusetts

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3 Assignment: Neither party may assign without written consent

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4 Force Majeure: Standard exclusions apply

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5 Entire Agreement: This Agreement supersedes all prior agreements

IN WITNESS WHEREOF, the parties have executed this Agreement as of th

Date.

NaviFloor Robotics, Inc.

By:

Name: Dr. Sarah Chen

Title: Chief Executive Officer

Date:

Staples, Inc.

By:

Name:

Title:

Date:

[Exhibits A, B, and C to be attached]