

FLEET OPTIMIZATION CONTRACT - HARBOR FREIGHT

FLEET OPTIMIZATION CONTRACT

THIS FLEET OPTIMIZATION CONTRACT (the "Agreement") is made and entered into as of February 15, 2024 (the "Effective Date"), by and between:

NAVIFLOOR ROBOTICS, INC., a Delaware corporation with its principal place of business at 2500 Innovation Drive, Wilmington, DE 19801 ("NaviFloor" or "Provider")

and

HARBOR FREIGHT TOOLS USA, INC., a Delaware corporation with its principal place of business at 100 Harbor Freight Drive, Tustin, CA 92680 ("Harbor Freight")

of business at 26541 Agoura Road, Calabasas, CA 91302 ("Harbor Freight" or
"Client")

RECITALS

WHEREAS, NaviFloor specializes in autonomous mobile robot ("AMR") fleet
management and optimization solutions utilizing proprietary terrain-mapping
navigation technology;

WHEREAS, Harbor Freight desires to engage NaviFloor to implement and manage
an optimized AMR fleet management system across its designated distribution
centers; and

WHEREAS, the parties desire to set forth the terms and conditions under which
NaviFloor will provide such services to Harbor Freight.

NOW, ~~THE~~ THEREFORE, in consideration of the mutual covenants contained hereinafter, the parties agree as follows:

1. DEFINITIONS

1 "AMR Fleet" means the collection of autonomous mobile robots owned or

2 "Designated Facilities" means Harbor Freight's distribution centers located

3 "NaviFloor Platform" means the proprietary software platform developed by

4 "Services" means the fleet optimization services described in Section 2 and

2. SERVICES AND IMPLEMENTATION

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1 Scope of Services. NaviFloor shall provide the following services:

- (a) Implementation of the NaviFloor Platform
- (b) AMR fleet optimization and routing
- (c) Real-time performance monitoring
- (d) Predictive maintenance scheduling
- (e) Analytics and reporting
- (f) Technical support and maintenance

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2 Implementation Schedule. NaviFloor shall implement the Services according to the following schedule:

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3 Performance Standards. NaviFloor warrants that the Services will:

(a) Meet or exceed the performance metrics specified in Exhibit C

(b) Comply with all applicable laws and regulations

(c) Be performed in a professional manner consistent with industry standards

3. FEES AND PAYMENT

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1 Service Fees. Harbor Freight shall pay NaviFloor:

(a) Initial implementation fee of \$275,000

(b) Monthly subscription fee of \$45,000 per Designated Facility

(c) Additional fees as specified in Exhibit D

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2 Payment Terms. All invoices are due within 30 days of receipt. Late payment

4. TERM AND TERMINATION

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1 Term. This Agreement shall commence on the Effective Date and continue

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2 Renewal. This Agreement shall automatically renew for successive twelve

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3 Termination for Cause. Either party may terminate this Agreement upon the

5. INTELLECTUAL PROPERTY

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1 NaviFloor Property. NaviFloor shall retain all right, title, and interest in the

- - 6 -

2 License Grant. NaviFloor grants Harbor Freight a non-exclusive, non-trans

6. CONFIDENTIALITY

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1 Definition. "Confidential Information" means all non-public information d

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2 Obligations. Each party shall:

- (a) Protect the other party's Confidential Information
- (b) Use such information only for purposes of this Agreement
- (c) Return or destroy such information upon request

7. LIMITATION OF LIABILITY

- - 7 -

1 Limitation. NaviFloor's aggregate liability under this Agreement shall not e

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2 Exclusions. Neither party shall be liable for indirect, incidental, or consequ

8. MISCELLANEOUS

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1 Insurance. NaviFloor shall maintain insurance coverage as specified in Exh

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2 Force Majeure. Neither party shall be liable for delays due to causes beyon

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3 Assignment. Neither party may assign this Agreement without the other pa

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

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5 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: Dr. Sarah Chen

Title: Chief Executive Officer

Date:

HARBOR FREIGHT TOOLS USA, INC.

By:

Name:

Title:

Date:

[Exhibits A-E to be attached]

