MULTI-SITE DEPLOYMENT CONTRACT

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THIS MULTI-SITE DEPLOYMENT CONTRACT (the "Agreement") is
February 1, 2024 (the "Effective Date"), by and between:

NAVIFLOOR ROBOTICS, INC., a Delaware corporation with its princi
business at 2500 Innovation Drive, San Jose, CA 95134 ("Provider")

and

ALBERTSONS COMPANIES, INC., a Delaware corporation with its p
business at 250 Parkcenter Blvd, Boise, ID 83706 ("Client")

RECITALS

WHEREAS, Provider is engaged in the business of developing and de
autonomous mobile robots ("AMRs") and related fleet management sy
industrial applications;

WHEREAS, Client desires to engage Provider to implement its AMR s
multiple distribution center locations; and

WHEREAS, the parties desire to set forth the terms and conditions ur
Provider will provide such implementation services to Client.

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

1. DEFINITIONS

1 "Deployment Services" means the installation, configuration, and im

2 "AMR System" means Provider's autonomous mobile robots, NaviC

3 "Designated Sites" means the Client distribution centers listed in Ex

4 "Acceptance Criteria" means the performance standards and testing

2. SCOPE OF SERVICES

1 Provider shall furnish the Deployment Services at each Designated

2 For each Designated Site, Provider shall:

(a) Conduct pre-deployment site survey and mapping

(b) Install AMR charging stations and network infrastructure

(c) Deploy and configure specified number of AMR units

(d) Implement NaviControl(TM) software platform

(e) Provide operator training

(f) Conduct acceptance testing

3 Client shall:

(a) Provide facility access and necessary utilities

(b) Designate project coordinator for each site

(c) Ensure facility readiness per Provider specifications

(d) Make personnel available for training

(e) Participate in acceptance testing

3. PRICING AND PAYMENT

1 Base Deployment Fee: Client shall pay $475,000 per Designated Si

2 Payment Schedule:

-

30% upon contract execution

-

40% upon equipment delivery to each site

-

30% upon acceptance testing completion

3 Travel and expenses for Provider personnel shall be billed at actual

4. PROJECT TIMELINE

1 Provider shall complete Deployment Services at each Designated S

2 Timeline extensions may be granted for delays outside Provider's co

5. ACCEPTANCE TESTING

1 Provider shall conduct acceptance testing per Exhibit B criteria.

2 Client shall have 10 business days to validate test results.

3 Any deficiencies shall be remediated within 30 days.

6. WARRANTIES

1 Provider warrants that:

(a) Services will be performed in professional manner

(b) AMR System will perform per specifications

(c) Components will be free from defects for 12 months

2 Warranty excludes damage from misuse or unauthorized modificatio

7. INTELLECTUAL PROPERTY

1 Provider retains all rights to AMR System and technology.

2 Client receives limited license for internal use only.

8. LIMITATION OF LIABILITY

1 Provider's liability shall not exceed fees paid.

2 Neither party liable for consequential damages.

9. CONFIDENTIALITY

1 Each party shall protect confidential information.

2 Obligations survive 3 years post-termination.

10. TERM AND TERMINATION

1 Term: 36 months from Effective Date.

2 Termination for cause with 30 days notice.

11. GENERAL PROVISIONS

1 Independent Contractors: Parties are independent contractors.

2 Assignment: No assignment without written consent.

3 Force Majeure: Standard force majeure provisions apply.

4 Governing Law: Delaware law governs.

5 Entire Agreement: Contains entire understanding between parties.

IN WITNESS WHEREOF, the parties have executed this Agreement a

Date.

NAVIFLOOR ROBOTICS, INC.

By:

Name: Richard Torres

Title: Chief Operating Officer

Date:

ALBERTSONS COMPANIES, INC.

By:

Name:

Title:

Date:

EXHIBIT A: DESIGNATED SITES

Denver Distribution Center

Phoenix Distribution Center

Seattle Distribution Center

Dallas Distribution Center

EXHIBIT B: ACCEPTANCE CRITERIA

[Detailed testing procedures and performance metrics]

EXHIBIT C: IMPLEMENTATION SCHEDULE

[Timeline and milestones for each site]