AVIFLOOR-WALMART DISTRIBUTION CENTER AMR DEPLOYMENT AGREEME

NAVIFLOOR-WALMART DISTRIBUTION CEN

THIS AGREEMENT (the "Agreement") is made and entered into as of
2023 (the "Effective Date"), by and between:

NAVIFLOOR ROBOTICS, INC., a Delaware corporation with its princi
business at 2500 Innovation Drive, Palo Alto, CA 94304 ("NaviFloor" o
"Provider")

and

WAL-MART STORES, INC., a Delaware corporation with its principal

business at 702 SW 8th Street, Bentonville, AR 72716 ("Walmart" or "

RECITALS

WHEREAS, NaviFloor develops and provides autonomous mobile rob
solutions and fleet management systems for industrial applications;

WHEREAS, Walmart desires to implement NaviFloor's AMR technolo
distribution center located at 1250 Distribution Way, Joliet, IL 60436 (t
"Facility"); and

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

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

1. DEFINITIONS

1 "AMR Fleet" means the collection of twenty-five (25) NaviFloor NT-3

2 "Control System" means NaviFloor's proprietary FleetControl(TM) s

3 "Documentation" means all user manuals, technical specifications, a

4 "Services" means the deployment, integration, maintenance, and su

2. DEPLOYMENT AND IMPLEMENTATION

1 **Initial Deployment**. NaviFloor shall deploy the AMR Fleet at the F

a) Phase 1: Site assessment and mapping (Weeks 1-2)

b) Phase 2: Infrastructure installation (Weeks 3-4)

c) Phase 3: AMR deployment and testing (Weeks 5-8)

d) Phase 4: Staff training and handover (Weeks 9-10)

2 **Integration Requirements**. NaviFloor shall integrate the Control S

3 **Acceptance Testing**. The deployment shall be subject to accepta

3. LICENSE AND USE RIGHTS

1 **Software License**. NaviFloor grants Walmart a non-exclusive, no

2 **Usage Restrictions**. Walmart shall not:

a) Modify or create derivative works of the Control System

b) Reverse engineer or decompile the software

c) Remove or alter any proprietary notices

d) Use the system beyond the Facility's boundaries

4. MAINTENANCE AND SUPPORT

1 **Preventive Maintenance**. NaviFloor shall perform scheduled mai

2 **Support Services**. NaviFloor shall provide:

a) 24/7 remote technical support

b) 4-hour on-site response for critical issues

c) Monthly performance reports

d) Software updates and patches

3 **Service Levels**. NaviFloor shall maintain the service levels speci

5. FEES AND PAYMENT

1 **Deployment Fee**. Walmart shall pay a one-time deployment fee

2 **Monthly Service Fee**. Walmart shall pay a monthly service fee of

3 **Payment Terms**. All invoices are due within 30 days of receipt.

6. TERM AND TERMINATION

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

2 **Termination Rights**. Either party may terminate:

a) For material breach with 30 days' written notice

b) Immediately upon bankruptcy or insolvency

c) For convenience with 90 days' notice and early termination fee

7. WARRANTIES AND LIMITATIONS

1 **Performance Warranty**. NaviFloor warrants that the AMR Fleet w

2 **Limitation of Liability**. Neither party's liability shall exceed the fee

8. CONFIDENTIALITY AND DATA SECURITY

1 **Confidential Information**. Each party shall protect the other's con

2 **Data Security**. NaviFloor shall comply with Walmart's security re

9. INSURANCE AND INDEMNIFICATION

1 **Insurance**. NaviFloor shall maintain insurance coverage as spec

2 **Indemnification**. Each party shall indemnify the other against thir

10. GENERAL PROVISIONS

1 **Force Majeure**. Neither party shall be liable for delays due to circ

2 **Assignment**. Neither party may assign this Agreement without pr

3 **Governing Law**. This Agreement shall be governed by Delaware

4 **Entire Agreement**. This Agreement constitutes the entire unders

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

NAVIFLOOR ROBOTICS, INC.

By:

Name: Dr. Sarah Chen

Title: Chief Executive Officer

Date:

WAL-MART STORES, INC.

By:

Name:

Title:

Date:

[Exhibits A-F to follow]