

ROBOT CUSTOMIZATION AGREEMENT - DOLLAR TREE

ROBOT CUSTOMIZATION AGREEMENT

THIS ROBOT CUSTOMIZATION AGREEMENT (the "Agreement") is made this 15th day of January, 2024 (the "Effective Date"), by and between:

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

and

DOLLAR TREE, INC., a Virginia corporation with its principal place of business at 500 Volvo Parkway, Chesapeake, Virginia 23320 ("Customer")

RECITALS

WHEREAS, NaviFloor is engaged in the business of developing and manufacturing autonomous mobile robots ("AMRs") with proprietary terrain-mapping and navigation technology;

WHEREAS, Customer desires to engage NaviFloor to customize certain AMRs for use in Customer's distribution centers; and

WHEREAS, NaviFloor desires to provide such customization services under the terms and conditions set forth herein.

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

1. DEFINITIONS

- - 2 -

1 "Base Units" means NaviFloor's standard NF-350X AMR units prior to cus

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2 "Customized Units" means Base Units modified according to the Specifica

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3 "Specifications" means the technical requirements and customizations deta

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4 "Acceptance Criteria" means the performance standards and testing protoc

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5 "Delivery Location" means Customer's designated distribution centers as li

2. SCOPE OF SERVICES

- - 3 -

1 NaviFloor shall customize thirty (30) Base Units according to the Specifica

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2 Customization shall include:

- (a) Installation of Customer-specific payload adapters
- (b) Integration of Customer's warehouse management system
- (c) Implementation of Customer's safety protocols
- (d) Configuration of Customer-specific navigation parameters
- (e) Application of Customer's branding elements

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3 NaviFloor shall perform all work at its facilities in Wilmington, Delaware.

3. TIMELINE AND DELIVERY

- - 4 -

1 NaviFloor shall complete customization of all units according to the follow

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Phase 1 (10 units): Within 60 days of Effective Date

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Phase 2 (10 units): Within 120 days of Effective Date

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Phase 3 (10 units): Within 180 days of Effective Date

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2 NaviFloor shall deliver Customized Units to the Delivery Location(s) spec

4. ACCEPTANCE TESTING

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1 Each Customized Unit shall undergo acceptance testing per the Acceptance

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2 Customer shall have fifteen (15) business days to test each batch of Custom

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3 Any units failing acceptance testing shall be remediated by NaviFloor with

5. PRICING AND PAYMENT

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1 Customer shall pay:

(a) \$75,000 per Base Unit

(b) \$25,000 per unit for customization services

(c) Actual shipping costs to Delivery Location(s)

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2 Payment schedule:

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30% upon execution of Agreement

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40% upon delivery of each batch

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30% upon acceptance of each batch

6. WARRANTIES

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1 NaviFloor warrants that Customized Units will:

(a) Conform to Specifications

(b) Be free from defects in materials and workmanship

(c) Perform according to Acceptance Criteria for 12 months

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2 NaviFloor shall repair or replace any Customized Unit failing to meet warranty

7. INTELLECTUAL PROPERTY

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1 NaviFloor retains all intellectual property rights in its technology.

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2 Customer receives a non-exclusive license to use NaviFloor's software.

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3 Customizations developed specifically for Customer shall be owned by Customer

8. CONFIDENTIALITY

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1 Each party shall protect the other's confidential information.

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2 Confidentiality obligations survive for 5 years after termination.

9. LIMITATION OF LIABILITY

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1 Neither party's liability shall exceed fees paid under this Agreement.

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2 Neither party shall be liable for indirect or consequential damages.

10. TERM AND TERMINATION

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1 This Agreement terminates upon completion of all deliveries and payments.

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2 Either party may terminate for material breach with 30 days' notice.

11. GENERAL PROVISIONS

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1 This Agreement is governed by Delaware law.

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2 Disputes shall be resolved in Delaware courts.

- - 10 -

3 Neither party may assign without written consent.

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4 Amendments must be in writing and signed by both parties.

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:

DOLLAR TREE, INC.

By:

Name:

Title:

Date:

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

