### PERFORMANCE MONITORING AGREEMENT - MCLANE

# PERFORMANCE MONITORING AGREEMEN

THIS PERFORMANCE MONITORING AGREEMENT (the "Agreement") as of February 15, 2024 (the "Effective Date"), by and between:

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

and

MCLANE DISTRIBUTION SERVICES, INC., a Texas corporation with its of business at 4747 McLane Parkway, Temple, Texas 76504 ("McLane")

(each a\_"Party" and collectively the "Parties")

#### **RECITALS**

WHEREAS, NaviFloor provides autonomous mobile robots ("AMRs") and finanagement solutions for warehouse and distribution center operations;

WHEREAS, McLane operates multiple distribution centers and has deployed NaviFloor's AMR systems at its facilities;

WHEREAS, the Parties desire to establish performance monitoring standard reporting protocols for the AMR systems deployed at McLane's facilities;

NOW, THEREFORE, in consideration of the mutual covenants contained he Parties agree as follows:

# 1. **DEFINITIONS**

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1 "AMR System" means NaviFloor's autonomous mobile robots, associated
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2 "Performance Metrics" means the quantitative and qualitative measurement
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3 "Monitoring Period" means each calendar month during the Term of this A
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4 "Performance Report" means the monthly report generated by NaviFloor d

### 2. PERFORMANCE MONITORING

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1 \*\*Monitoring Scope\*\*. NaviFloor shall monitor the following aspects of A

- (a) Navigation accuracy and precision
- (b) Task completion rates
- (c) System uptime and availability
- (d) Safety incident tracking
- (e) Battery efficiency and charging cycles
- (f) Network connectivity status
- (g) Error rates and resolution times

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- 2 \*\*Data Collection\*\*. NaviFloor shall collect performance data through:
- (a) On-board sensors and diagnostics
- (b) Fleet management software logs

3. REPORTING OBLIGATIONS
(e) Additional standards as specified in Exhibit A
(d) Maximum 2% navigation error rate
(c) Zero safety incidents
(b) 99.5% system uptime during operational hours
(a) 98% task completion rate
3 **Minimum Performance Standards**. The AMR System shall maintain:
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(d) Manual observations and inspections as needed
(c) Integration with McLane's warehouse management system

1 \*\*Monthly Reports\*\*. NaviFloor shall provide McLane with Performance

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2 **Report Contents**. Each Performance Report shall include:
(a) Executive summary
(b) Detailed performance metrics
(c) Trend analysis
(d) Incident reports
(e) Improvement recommendations
(f) Compliance certification
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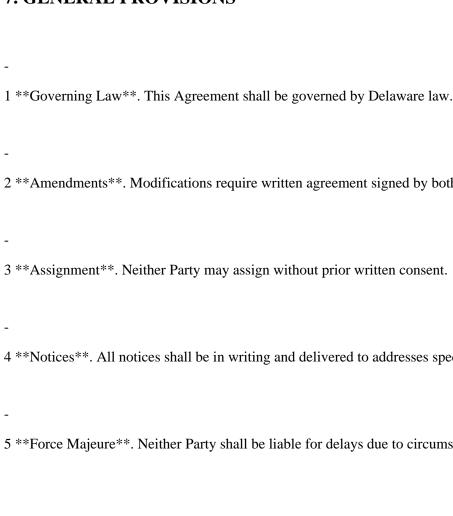
3 \*\*Review Meetings\*\*. The Parties shall conduct monthly review meetings

4. REMEDIATION

1 **Performance Deficiencies**. If the AMR System fails to meet minimum
(a) NaviFloor shall investigate root causes within 24 hours
(b) Provide written remediation plan within 3 business days
(c) Implement corrective actions within agreed timeframes
(d) Submit daily progress reports until resolution
2 **Service Credits**. Performance deficiencies may trigger service credits
5. TERM AND TERMINATION
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1 **Term**. This Agreement shall commence on the Effective Date and com

2 **Ren <del>o</del> wal**. Agreement shall automatically renew for successive twelve-
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3 **Termination**. Either Party may terminate:
(a) For convenience with 90 days' written notice
(b) For cause with 30 days' written notice and opportunity to cure
(c) Immediately upon material breach of performance standards
6. CONFIDENTIALITY
1 All performance data, reports, and remediation plans shall be treated as Co
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2 Each Party shall protect Confidential Information using same degree of car

#### 7. GENERAL PROVISIONS



IN WITNESS WHEREOF, the Parties have executed this Agreement as of Date.  NAVIFLOOR ROBOTICS, INC.  By:
Date.  NAVIFLOOR ROBOTICS, INC.
NAVIFLOOR ROBOTICS, INC.
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Dy.
Name: Dr. Sarah Chen
Title: Chief Executive Officer
Date:
MCLANE DISTRIBUTION SERVICES, INC.
By:
Name:
Title:

**Date:** <sub>- 10</sub> <sub>-</sub>

[Exhibit A - Performance Metrics Specifications]

[Exhibit B - Service Credit Schedule]

