# WAREHOUSE ASSESSMENT CONTRACT - FIVE BELOW

## WAREHOUSE ASSESSMENT CONTRACT

THIS WAREHOUSE ASSESSMENT CONTRACT (the "Agreement") is more of January 15, 2024 (the "Effective Date"), by and between:

NAVIFLOOR ROBOTICS, INC., a Delaware corporation with its principal business at 2500 Innovation Drive, Boston, Massachusetts 02210 ("Contracted and Contracted and Contract

and

FIVE BELOW, INC., a Pennsylvania corporation with its principal place of business at 701 Market Street, Philadelphia, Pennsylvania 19106 ("Client")

#### **RECITALS**

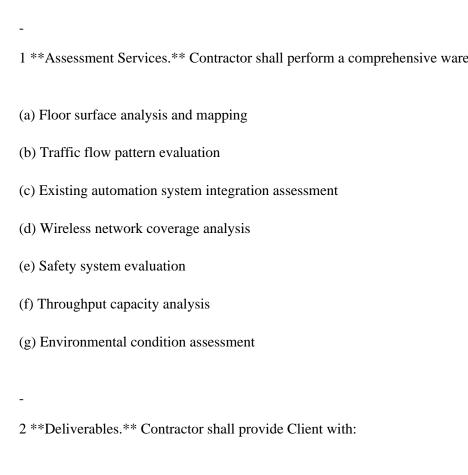
WHEREAS, Contractor specializes in autonomous mobile robot (AMR) syst warehouse automation solutions utilizing proprietary terrain-mapping and navigation technology;

WHEREAS, Client operates multiple distribution centers and wishes to enga Contractor to perform a comprehensive assessment of its Houston, Texas wa facility for potential AMR implementation; and

WHEREAS, the parties desire to establish the terms and conditions under who such assessment services shall be provided.

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

#### 1. SCOPE OF SERVICES



(a) Detailed assessment report
(b) 3D facility mapping data
(c) AMR implementation recommendations
(d) Preliminary ROI analysis
(e) Technical requirements documentation
2. TIMELINE AND ACCESS
1 **Assessment Period.** The Assessment shall be conducted over a period
•
-
2 **Facility Access.** Client shall provide Contractor's personnel with reasons.
-

3 **Client Cooperation.** Client shall provide Contractor with:
(a) Facility floor plans and technical documentation
(b) Access to relevant personnel
(c) Historical operational data
(d) Safety protocols and requirements
3. COMPENSATION
-
1 **Assessment Fee.** Client shall pay Contractor a fixed fee of One Hund
-
2 **Payment Schedule.**
(a) 50% upon execution of this Agreement

(b) 25% supon completion of on-site assessment
(c) 25% upon delivery of final assessment report
-
3 **Expenses.** Client shall reimburse Contractor for reasonable travel and
4. INTELLECTUAL PROPERTY
1 **Pre-Existing IP.** Each party retains all rights in its pre-existing intellection.
2 **Assessment Materials.** All assessment methodologies, tools, and softw
3 **Deliverables License.** Contractor grants Client a perpetual, non-exclusion

## **5. CONFIDENTIALITY**

1 \*\*Confidential Information.\*\* Each party shall maintain the confidentiality
2 \*\*Data Security.\*\* Contractor shall comply with Client's reasonable security

#### 6. REPRESENTATIONS AND WARRANTIES

1 \*\*Contractor Warranties.\*\* Contractor represents and warrants that:

- (a) It has the expertise to perform the Assessment
- (b) Services will be performed in a professional manner

(c) De	liverables will be accurate an	d complete
(d) It	carries appropriate insurance of	coverage
-		
2 **C	lient Warranties.** Client rep	resents and warrants that:
(a) It h	as the authority to enter into	this Agreement
(b) It v	will provide accurate information	tion
(c) It v	vill maintain safe working co	nditions
7. LI	MITATION OF LIA	BILITY
- 1 **Li	ability Cap.** Contractor's a	ggregate liability shall not exceed th
_		

2 **Exclusions.** Neither party shall be liable for indirect, consequential, or
8. TERM AND TERMINATION
-
1 **Term.** This Agreement shall commence on the Effective Date and com
-
2 **Termination.** Either party may terminate for material breach upon thir
9. GENERAL PROVISIONS
1 **Independent Contractor.** Contractor is an independent contractor and
-

2 **Insugance.** Contractor shall maintain commercial general liability insu
-
3 **Assignment.** Neither party may assign this Agreement without the oth
4 **Governing Law.** This Agreement shall be governed by Delaware law.
5 **Entire Agreement.** This Agreement constitutes the entire agreement be
IN WITNESS WHEREOF, the parties have executed this Agreement as of the
Date.
NAVIFLOOR ROBOTICS, INC.
By:

Title: Chief Executive Officer  Date:  FIVE BELOW, INC.  By:
FIVE BELOW, INC.
By:
Name:
Title:
Date:

