

# **INTEGRATION SUPPORT AGREEMENT - TRACTOR SUPPLY**

## **INTEGRATION SUPPORT AGREEMENT**

THIS INTEGRATION SUPPORT AGREEMENT (the "Agreement") is made this 15th day of February, 2024 (the "Effective Date"), by and between NaviFloor Robotics Inc., a Delaware corporation with its principal place of business at 2500 Innovation Drive, Boston, Massachusetts 02210 ("NaviFloor"), and Tractor Supply Company, a Delaware corporation with its principal place of business at 540 Virginia Way, Brentwood, Tennessee 37027 ("TSC").

## **RECITALS**

WHEREAS, NaviFloor has developed proprietary autonomous mobile robot systems and fleet management platforms for warehouse and distribution center automation;

WHEREAS, TSC desires to implement NaviFloor's AMR systems across its distribution network and requires integration support services; and

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

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

## **1. DEFINITIONS**

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1 "Documentation" means NaviFloor's standard user manuals, training mater

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2 "Integration Services" means the services provided by NaviFloor to imple

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3 "System" means NaviFloor's AMR fleet management platform, including a

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4 "TSC Facilities" means the distribution centers and warehouses owned or o

## **2. SCOPE OF SERVICES**

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1 Integration Services. NaviFloor shall provide the following Integration Ser

(a) Site assessment and facility mapping using NaviFloor's proprietary LiDA

technology;

(b) System installation and configuration;

(c) Integration with TSC's existing warehouse management systems;

(d) Staff training and certification;

(e) Post-implementation support and optimization.

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2 Implementation Schedule. NaviFloor shall perform the Integration Services

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3 Personnel. NaviFloor shall assign qualified personnel to perform the Integr

### **3. TSC RESPONSIBILITIES**

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1 TSC shall:

- (a) Provide NaviFloor with reasonable access to TSC Facilities;
- (b) Make available necessary personnel to coordinate with NaviFloor's team;
- (c) Provide network infrastructure meeting NaviFloor's specifications;
- (d) Ensure facility conditions comply with System requirements;
- (e) Complete prerequisite training as specified by NaviFloor.

#### **4. FEES AND PAYMENT**

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1 Integration Fees. TSC shall pay NaviFloor the integration fees specified in

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2 Payment Terms. Invoices shall be paid within thirty (30) days of receipt.

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3 Travel Expenses. TSC shall reimburse reasonable travel expenses incurred

## **5. INTELLECTUAL PROPERTY**

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1 NaviFloor Property. All intellectual property rights in the System, Document

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2 TSC Data. All data generated from TSC's use of the System shall remain T

## **6. CONFIDENTIALITY**

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1 Each party shall maintain the confidentiality of the other party's confidential

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2 Standard exceptions to confidentiality obligations shall apply as specified in

## **7. WARRANTIES AND LIMITATIONS**

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1 NaviFloor warrants that:

(a) Integration Services will be performed in a professional manner;

(b) The System will perform substantially in accordance with Documentation

(c) Integration Services will comply with applicable laws and regulations.

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2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, NAVIFLOOR MAKES NO

## **8. TERM AND TERMINATION**

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

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2 Termination. Either party may terminate this Agreement:

(a) Upon thirty (30) days written notice of material breach;

(b) Immediately upon insolvency or bankruptcy of the other party.

## **9. LIMITATION OF LIABILITY**

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1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL



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2 NAVIFLOOR'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES

## **10. GENERAL PROVISIONS**

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1 Assignment. Neither party may assign this Agreement without prior written

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2 Force Majeure. Neither party shall be liable for delays due to causes beyond

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

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4 Dispute Resolution. Disputes shall be resolved through binding arbitration

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5 Entire Agreement. This Agreement constitutes the entire agreement between

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:**

TRACTOR SUPPLY COMPANY

**By:**

**Name:** 10 -

**Title:**

**Date:**

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

