

DHL EXPRESS FLEET LEASING CONTRACT 2023-2026

DHL EXPRESS FLEET LEASING CONTRACT

THIS FLEET LEASING AGREEMENT (the "Agreement") is made and entered into on this 15th day of October, 2023 (the "Effective Date"), by and between:

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

and

DHL EXPRESS (USA), INC., an Ohio corporation with its principal place of business at 1200 South Pine Island Road, Plantation, FL 33324 ("Lessee")

RECITALS

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

WHEREAS, Lessee desires to lease a fleet of AMRs from Lessor for use in its distribution centers and logistics facilities;

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

1. DEFINITIONS

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1 "AMR Fleet" means the collection of autonomous mobile robots provided

- - 2 -

2 "Initial Term" means the period commencing on the Effective Date and con

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3 "Monthly Lease Payment" means the amount specified in Section 4.1 for th

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4 "Service Level Agreement" or "SLA" means the maintenance and support

2. LEASE OF AMR FLEET

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1 Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Less

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2 Delivery and Installation. Lessor shall deliver and install the AMR Fleet at

- - 3 -

3 Title and Ownership. Title to and ownership of the AMR Fleet shall remain

3. TERM AND RENEWAL

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

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2 Renewal Option. Lessee shall have the option to renew this Agreement for

4. LEASE PAYMENTS AND FEES

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1 Monthly Lease Payment. Lessee shall pay Lessor a Monthly Lease Payment

- - 4 -

2 Payment Terms. Monthly Lease Payments shall be due on the first day of e

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3 Late Payments. Any payment not received within five (5) business days of

5. MAINTENANCE AND SUPPORT

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1 Preventive Maintenance. Lessor shall provide scheduled maintenance servi

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2 Technical Support. Lessor shall provide 24/7 technical support through its

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3 Software Updates. Lessor shall provide all software updates and upgrades f

6. WARRANTIES AND REPRESENTATIONS

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1 Lessor Warranties. Lessor warrants that:

- (a) The AMR Fleet shall perform according to the specifications in Exhibit D
- (b) All maintenance services shall be performed in a professional manner
- (c) Lessor has all necessary rights and licenses to provide the AMR Fleet

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2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LESSOR DISCLAIMS

7. INSURANCE AND LIABILITY

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1 Insurance Requirements. Lessee shall maintain comprehensive general liability

- - 6 -

2 Property Insurance. Lessor shall maintain property insurance covering the

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3 Limitation of Liability. Neither party shall be liable for any indirect, special

8. TERMINATION

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1 Termination for Cause. Either party may terminate this Agreement upon the

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2 Effect of Termination. Upon termination:

(a) Lessee shall immediately cease use of the AMR Fleet

(b) Lessor shall remove the AMR Fleet from Lessee's facilities

(c) Lessee shall pay all outstanding amounts due

9. CONFIDENTIALITY

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1 Confidential Information. Each party shall protect the other's confidential i

10. MISCELLANEOUS

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

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2 Assignment. Neither party may assign this Agreement without the other's v

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3 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:

DHL EXPRESS (USA), INC.

By:

Name:

Title:

Date: - 9 -

[Exhibits A-D to follow]

