# FLEET OPTIMIZATION AGREEMENT - CVS DISTRIBUTION

## FLEET OPTIMIZATION AGREEMENT

THIS FLEET OPTIMIZATION AGREEMENT (the "Agreement") is made a of February 15, 2024 (the "Effective Date"), by and between NaviFloor Robot Inc., a Delaware corporation with its principal place of business at 2500 Innovation Drive, Boston, Massachusetts 02210 ("NaviFloor"), and CVS Distribution LLC, a Rhode Island limited liability company with its principal place of business at 1 CVS Drive, Woonsocket, Rhode Island 02895 ("Custo

#### **RECITALS**

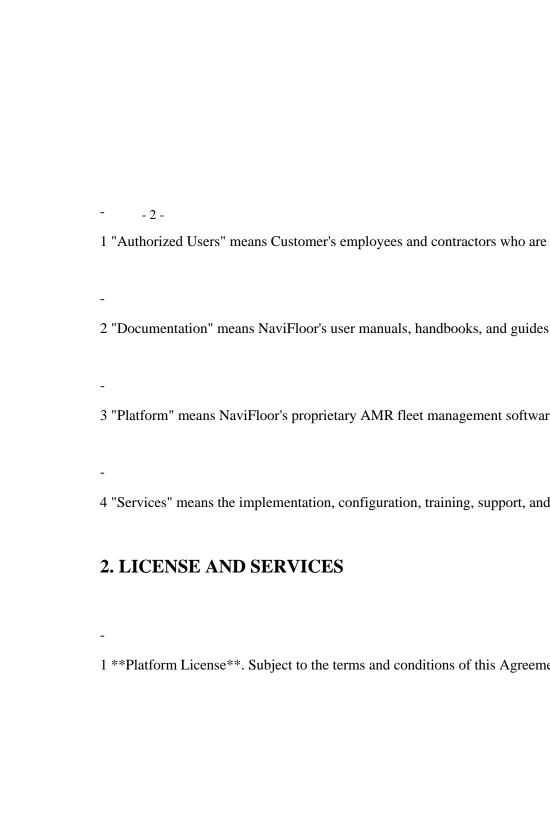
WHEREAS, NaviFloor provides advanced autonomous mobile robot ("AMF management solutions and proprietary terrain-mapping technology for warehand distribution center environments;

WHEREAS, Customer operates multiple distribution centers throughout the States and desires to optimize its warehouse operations through implementat of NaviFloor's AMR fleet management platform and associated services; and

WHEREAS, the parties desire to enter into this Agreement to establish the team and conditions under which NaviFloor will provide its fleet optimization solutions to Customer.

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

#### 1. DEFINITIONS



- 3 -

- 2 \*\*Implementation Services\*\*. NaviFloor shall provide the following imple
- (a) Initial facility assessment and mapping
- (b) Platform configuration and customization
- (c) Integration with Customer's warehouse management system
- (d) User training and documentation
- (e) Fleet deployment support

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- 3 \*\*Ongoing Services\*\*. NaviFloor shall provide:
- (a) 24/7 technical support
- (b) Quarterly performance optimization reviews
- (c) Software updates and maintenance
- (d) Fleet performance analytics and reporting

#### 3. CUSTOMER RESPONSIBILITIES

1 Customer shall:

- (a) Provide access to facilities and systems necessary for implementation
- (b) Designate a project manager as primary point of contact
- (c) Ensure network infrastructure meets specified requirements
- (d) Maintain environmental conditions suitable for AMR operation
- (e) Complete required training programs

### 4. FEES AND PAYMENT

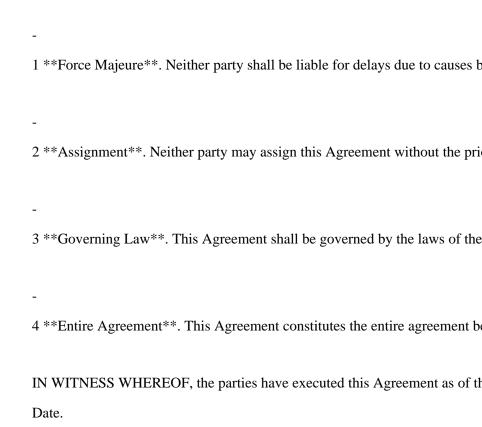
1 \*\*Implementation Fees\*\*. Customer shall pay implementation fees of \$75

(a) 40% upon execution of this Agreement
(b) 30% upon completion of initial deployment
(c) 30% upon final acceptance
2 **Monthly Service Fees**. Customer shall pay monthly service fees of \$4
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3 **Payment Terms**. All invoices are due within 30 days of receipt.
5. TERM AND TERMINATION
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1 **Term**. This Agreement shall commence on the Effective Date and com-
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2 **Termination for Cause**. Either party may terminate this Agreement up
6. INTELLECTUAL PROPERTY
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1 NaviFloor retains all right, title, and interest in the Platform, including all i
2 Customer shall not: (a) modify, copy, or create derivative works; (b) reverse
7. CONFIDENTIALITY
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1 Each party shall protect the other's Confidential Information with the same

8. WARRANTIES AND LIMITATIONS
- 1 NaviFloor warrants that the Platform will perform substantially in accordant
2 EXCEPT AS EXPRESSLY SET FORTH HEREIN, NAVIFLOOR MAKE
9. LIMITATION OF LIABILITY
- 1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDE
- 2 NAVIFLOOR'S TOTAL LIABILITY SHALL NOT EXCEED THE AMO

## 10. MISCELLANEOUS



NAVIFIQOR ROBOTICS, INC.
By:
Name: Dr. Sarah Chen
Title: Chief Executive Officer
Date:
CVS DISTRIBUTION LLC
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By:
Name:
Title:
Date:

