

ROBOT FLEET MANAGEMENT AGREEMENT - KROGER FULFILLMENT

ROBOT FLEET MANAGEMENT AGREEMENT

THIS ROBOT FLEET MANAGEMENT AGREEMENT (the "Agreement")
as of February 1, 2024 (the "Effective Date"), by and between:

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

and

KROGER FULFILLMENT NETWORK, LLC, an Ohio limited liability company with its
principal place of business at 1014 Vine Street, Cincinnati, Ohio 45202

("Customer")

RECITALS

WHEREAS, NaviFloor provides autonomous mobile robot ("AMR") fleet management services and proprietary terrain-mapping navigation systems for warehouse environments;

WHEREAS, Customer operates automated fulfillment centers and desires to engage NaviFloor to provide AMR fleet management services;

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

1. DEFINITIONS

- - 2 -

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

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2 "Fleet Management Services" means the services described in Exhibit A, in

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3 "NaviFloor Platform" means the proprietary software platform used to man

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4 "Service Level Requirements" means the performance metrics and standar

2. SERVICES AND OBLIGATIONS

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1 Fleet Management Services. NaviFloor shall provide the Fleet Management

- - 3 -

2 Platform Access. NaviFloor shall provide Customer with access to the Nav

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3 Training. NaviFloor shall provide initial and ongoing training to Customer

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4 Customer Obligations. Customer shall:

- (a) Maintain appropriate network infrastructure and connectivity;
- (b) Ensure authorized personnel complete required training;
- (c) Report issues promptly through designated channels;
- (d) Maintain facility floor plans and update NaviFloor of changes.

3. SERVICE LEVELS AND SUPPORT

- - 4 -

1 Availability. NaviFloor Platform shall maintain 99.9% uptime during Cust

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2 Response Times. NaviFloor shall respond to support requests according to

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Critical: 30 minutes

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High: 2 hours

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Medium: 8 hours

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Low: 24 hours

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3 Performance Monitoring. NaviFloor shall monitor AMR Fleet performance

- (a) Navigation accuracy
- (b) Battery efficiency
- (c) Task completion rates
- (d) Collision avoidance effectiveness

4. FEES AND PAYMENT

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1 Service Fees. Customer shall pay monthly fees as specified in Exhibit C.

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

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3 Late Payments. Overdue amounts shall bear interest at 1.5% per month.

5. TERM AND TERMINATION

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

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2 Renewal. Agreement shall automatically renew for successive 12-month te

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3 Termination for Cause. Either party may terminate for material breach upo

6. INTELLECTUAL PROPERTY

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1 NaviFloor retains all rights to the NaviFloor Platform and related technolog

- - 7 -

2 Customer data and facility information remains Customer's property.

7. CONFIDENTIALITY

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1 Each party shall protect confidential information using reasonable measures.

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2 Confidentiality obligations survive termination for 3 years.

8. LIABILITY AND INDEMNIFICATION

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1 Limitation of Liability. NaviFloor's liability shall not exceed fees paid in p

- - 8 -

2 Indemnification. Each party shall indemnify for third-party claims arising f

9. INSURANCE

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1 NaviFloor shall maintain:

(a) Commercial General Liability: \$5,000,000

(b) Professional Liability: \$2,000,000

(c) Cyber Liability: \$5,000,000

10. GENERAL PROVISIONS

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1 Assignment. Neither party may assign without written consent.

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2 Force Majeure. Neither party liable for events beyond reasonable control.

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3 Governing Law. Agreement governed by Delaware law.

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4 Dispute Resolution. Mandatory mediation before litigation.

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5 Entire Agreement. This Agreement constitutes entire understanding between

IN WITNESS WHEREOF, the parties have executed this Agreement as of the
Date.

NAVIFLOOR ROBOTICS, INC.

By: - 10 -

Name: Dr. Sarah Chen

Title: Chief Executive Officer

Date:

KROGER FULFILLMENT NETWORK, LLC

By:

Name:

Title:

Date:

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

