

COMMERCIAL ROBOT LEASE TERMS - FEDEX GROUND TERMINAL

COMMERCIAL ROBOT LEASE TERMS AND

FedEx Ground Terminal - Memphis Hub Location

Agreement No.: NR-FDX-2024-0103

1. PARTIES

This Commercial Robot Lease Agreement (the "Agreement") is entered into January 15, 2024 (the "Effective Date"), by and between:

NaviFloor Robotics, Inc., a Delaware corporation with its principal place of business at 2500 Innovation Drive, Palo Alto, CA 94304 ("Lessor")

and - 1 -

FedEx Ground Package System, Inc., a Delaware corporation with its principal place of business at 1000 FedEx Drive, Moon Township, PA 15108 ("Lessee")

2. LEASED EQUIPMENT

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1 The Lessor hereby leases to Lessee the following autonomous mobile robots:

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Ten (10) NaviFloor NT-350 Autonomous Mobile Robots

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Serial Numbers: NT350-2024-0501 through NT350-2024-0510

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Associated charging stations and fleet management software licenses

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2 Equipment Specifications:

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Load capacity: 350 kg per unit

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Operating speed: 2.0 meters per second

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Battery life: 12 hours continuous operation

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Navigation: LiDAR-based terrain mapping system

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Safety features: 360-degree obstacle detection

3. TERM AND RENEWAL

- - 3 -

1 Initial Term: Thirty-six (36) months from the Installation Date

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2 Renewal Options: Two (2) additional twelve-month terms at Lessee's option

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3 Installation Date: The date when Equipment is fully installed and operation

4. LEASE PAYMENTS

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1 Monthly Lease Payment: \$12,500 per month for all Equipment

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2 Payment Terms: Due on the first day of each month, payable by electronic

- - 4 -

3 Security Deposit: Two (2) months' lease payment (\$25,000), refundable up

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4 Late Payment: 1.5% monthly interest on overdue amounts

5. MAINTENANCE AND SUPPORT

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1 Lessor Responsibilities:

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Quarterly preventive maintenance

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Software updates and patches

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24/7 remote monitoring and support

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Emergency on-site service within 4 hours

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Replacement parts and labor included

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2 Lessee Responsibilities:

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Daily cleaning and basic maintenance

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Proper charging procedures

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Immediate reporting of any malfunctions

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Maintaining proper environmental conditions

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Training operators per Lessor's requirements

6. WARRANTIES AND REPRESENTATIONS

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1 Lessor warrants that:

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Equipment will perform according to specifications

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All maintenance will be performed by qualified technicians

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Software will be free from material defects

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Equipment complies with applicable safety regulations

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2 Disclaimer: EXCEPT AS EXPRESSLY STATED HEREIN, LESSOR MA

7. INSURANCE AND LIABILITY

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1 Required Insurance:

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Commercial General Liability: \$5,000,000 per occurrence

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Property Insurance: Full replacement value of Equipment

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Workers' Compensation: Statutory requirements

- - 8 -

2 Additional Insured: Lessor shall be named as additional insured

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3 Liability Cap: Lessor's liability limited to 12 months of lease payments

8. TERMINATION

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1 Early Termination: Lessee may terminate with 90 days' notice and payment

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2 Default Termination: Either party may terminate immediately upon material

9. CONFIDENTIALITY

- - 9 -

1 Both parties shall maintain confidentiality of proprietary information, inclu

10. GOVERNING LAW AND JURISDICTION

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1 This Agreement shall be governed by Delaware law

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2 Exclusive jurisdiction in the state and federal courts of Delaware

11. EXECUTION

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

NAVIFLOOR ROBOTICS, INC.

By:

Name: James Wilson

Title: Chief Financial Officer

Date: January 15, 2024

FEDEX GROUND PACKAGE SYSTEM, INC.

By:

Name: [Authorized Officer]

Title: [Title]

Date:

