

PERFORMANCE-BASED SERVICE LEVEL AGREEMENT - UPS

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THIS PERFORMANCE-BASED SERVICE LEVEL AGREEMENT (the "A
entered into as of January 15, 2024 (the "Effective Date"), by and between:

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

and

UNITED PARCEL SERVICE, INC., an Ohio corporation with its principal
business at 55 Glenlake Parkway NE, Atlanta, GA 30328 ("UPS")

1. DEFINITIONS

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1 "Delivery Performance" means the percentage of packages delivered within

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2 "Service Credits" means credits issued to Customer's account for failure to

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3 "Service Levels" means the performance metrics and standards set forth in

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4 "Shipping Volume" means the aggregate number of packages shipped by C

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5 "Transit Time" means the period between package pickup and delivery.

2. SCOPE OF SERVICES

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1 UPS shall provide transportation and delivery services for Customer's robo

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2 Geographic Coverage: Services shall be provided within the continental Un

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3 Volume Commitment: Customer commits to minimum monthly shipping v

3. SERVICE LEVELS

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1 Delivery Performance Standards:

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Next Day Air: 98% on-time delivery

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Ground: 95% on-time delivery

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International: 93% on-time delivery

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2 Handling Requirements:

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Temperature-maintained environment (50-85°F)

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Shock monitoring for sensitive electronics

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Orientation tracking for gyroscopic components

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Special handling for lithium-ion batteries

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3 Claims Resolution:

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Initial response within 4 business hours

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Resolution within 5 business days

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Claims processing within 15 business days

4. PERFORMANCE MEASUREMENT

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1 Measurement Period: Performance metrics shall be measured and reported

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2 Reporting Requirements:

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Weekly performance dashboards

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Monthly detailed analytics

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Quarterly business reviews

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Annual performance assessment

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3 Key Performance Indicators:

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On-time delivery percentage

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Damage rate per 1,000 shipments

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Claims resolution time

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Transit time consistency

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Exception handling response time

5. SERVICE CREDITS

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1 Credit Schedule:

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2% credit for performance 1-2% below target

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5% credit for performance 3-5% below target

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10% credit for performance >5% below target

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2 Credit Calculation:

Service Credits shall be calculated as a percentage of the total shipping charges for the affected measurement period.

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3 Credit Application:

Credits shall be applied to Customer's account within two billing cycles following the measurement period.

6. SPECIALIZED HANDLING

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1 Robotic Equipment Requirements:

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Custom packaging specifications for AMR units

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Dedicated handling protocols for LiDAR components

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Special labeling for orientation-sensitive items

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Insurance requirements for high-value components

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2 Technology Integration:

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API integration with NaviFloor's shipping management system

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Real-time tracking and monitoring

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Automated notification system

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Custom reporting interface

7. 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 twelve (12)

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3 Termination for Cause: Either party may terminate for material breach with

8. LIMITATION OF LIABILITY

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1 Maximum Liability: UPS's maximum liability shall not exceed the greater

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\$100 per package

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\$100,000 per occurrence

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The declared value of the shipment

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2 Exclusions: Neither party shall be liable for indirect, special, or consequent

9. CONFIDENTIALITY

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1 Both parties shall maintain the confidentiality of pricing, technology specifications, and other confidential information.

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2 Confidentiality obligations shall survive termination of this Agreement for a period of three (3) years.

10. FORCE MAJEURE

Neither party shall be liable for failures or delays resulting from circumstances beyond reasonable control, including natural disasters, war, terrorism, labor disputes, or government actions.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to conflicts of law principles.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter herein.

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

NAVIFLOOR ROBOTICS, INC.

By:

Name: James Wilson

Title: Chief Financial Officer

Date:

UNITED PARCEL SERVICE, INC.

By:

Name:

Title:

Date:

