

PERFORMANCE MONITORING AGREEMENT - MCLANE

PERFORMANCE MONITORING AGREEMENT

THIS PERFORMANCE MONITORING AGREEMENT (the "Agreement")
as of February 15, 2024 (the "Effective Date"), by and between:

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

and

MCLANE DISTRIBUTION SERVICES, INC., a Texas corporation with its
of business at 4747 McLane Parkway, Temple, Texas 76504 ("McLane")

(each a "Party" and collectively the "Parties")

RECITALS

WHEREAS, NaviFloor provides autonomous mobile robots ("AMRs") and fleet management solutions for warehouse and distribution center operations;

WHEREAS, McLane operates multiple distribution centers and has deployed NaviFloor's AMR systems at its facilities;

WHEREAS, the Parties desire to establish performance monitoring standards and reporting protocols for the AMR systems deployed at McLane's facilities;

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

1. DEFINITIONS

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1 "AMR System" means NaviFloor's autonomous mobile robots, associated s

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2 "Performance Metrics" means the quantitative and qualitative measuremen

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3 "Monitoring Period" means each calendar month during the Term of this A

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4 "Performance Report" means the monthly report generated by NaviFloor d

2. PERFORMANCE MONITORING

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1 ****Monitoring Scope****. NaviFloor shall monitor the following aspects of A

- (a) Navigation accuracy and precision
- (b) Task completion rates
- (c) System uptime and availability
- (d) Safety incident tracking
- (e) Battery efficiency and charging cycles
- (f) Network connectivity status
- (g) Error rates and resolution times

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2 ****Data Collection****. NaviFloor shall collect performance data through:

- (a) On-board sensors and diagnostics
- (b) Fleet management software logs

(c) Integration with McLane's warehouse management system

(d) Manual observations and inspections as needed

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3 ****Minimum Performance Standards****. The AMR System shall maintain:

(a) 98% task completion rate

(b) 99.5% system uptime during operational hours

(c) Zero safety incidents

(d) Maximum 2% navigation error rate

(e) Additional standards as specified in Exhibit A

3. REPORTING OBLIGATIONS

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1 ****Monthly Reports****. NaviFloor shall provide McLane with Performance

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2 ****Report Contents****. Each Performance Report shall include:

- (a) Executive summary
- (b) Detailed performance metrics
- (c) Trend analysis
- (d) Incident reports
- (e) Improvement recommendations
- (f) Compliance certification

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3 ****Review Meetings****. The Parties shall conduct monthly review meetings

4. REMEDIATION

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1 ****Performance Deficiencies****. If the AMR System fails to meet minimum

(a) NaviFloor shall investigate root causes within 24 hours

(b) Provide written remediation plan within 3 business days

(c) Implement corrective actions within agreed timeframes

(d) Submit daily progress reports until resolution

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2 ****Service Credits****. Performance deficiencies may trigger service credits

5. TERM AND TERMINATION

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

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2 ****Renewal****. Agreement shall automatically renew for successive twelve-

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3 ****Termination****. Either Party may terminate:

(a) For convenience with 90 days' written notice

(b) For cause with 30 days' written notice and opportunity to cure

(c) Immediately upon material breach of performance standards

6. CONFIDENTIALITY

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1 All performance data, reports, and remediation plans shall be treated as Co

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2 Each Party shall protect Confidential Information using same degree of car

7. GENERAL PROVISIONS

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

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2 ****Amendments****. Modifications require written agreement signed by both

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3 ****Assignment****. Neither Party may assign without prior written consent.

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4 ****Notices****. All notices shall be in writing and delivered to addresses spe

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5 ****Force Majeure****. Neither Party shall be liable for delays due to circums

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:

MCLANE DISTRIBUTION SERVICES, INC.

By:

Name:

Title:

Date: - 10 -

[Exhibit A - Performance Metrics Specifications]

[Exhibit B - Service Credit Schedule]

