

ROBOT FLEET MANAGEMENT - NORTHERN TOOL

ROBOT FLEET MANAGEMENT AGREEMENT

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

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

and

NORTHERN TOOL & EQUIPMENT COMPANY, INC., a Minnesota corp
principal place of business at 2800 Southcross Drive West, Burnsville, MN 5

("Customer")

RECITALS

WHEREAS, NaviFloor provides autonomous mobile robot ("AMR") fleet management services utilizing its proprietary terrain-mapping and navigation technology;

WHEREAS, Customer desires to engage NaviFloor to provide AMR fleet management services for Customer's distribution center operations; and

WHEREAS, the parties desire to set forth the terms and conditions under which such services shall be provided.

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

1. DEFINITIONS

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1 "AMR Fleet" means the collection of autonomous mobile robots owned or

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

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3 "Services" means the robot fleet management services provided by NaviFlo

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4 "Facility" means Customer's distribution center located at 3500 Industrial E

2. SERVICES AND IMPLEMENTATION

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1 ****Scope of Services.**** NaviFloor shall provide the Services described in I

(a) Implementation of the NaviFloor Platform

(b) Fleet optimization and routing

(c) Real-time monitoring and analytics

(d) Preventive maintenance scheduling

(e) Performance reporting

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2 ****Implementation Schedule.**** NaviFloor shall implement the Services acc

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3 ****Customer Responsibilities.**** Customer shall:

(a) Provide facility access and necessary infrastructure

(b) Ensure AMR Fleet compatibility with NaviFloor Platform

(c) Designate a primary point of contact

(d) Complete required training programs

3. FEES AND PAYMENT

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1 ****Service Fees.**** Customer shall pay NaviFloor the following fees:

(a) Implementation Fee: \$75,000

(b) Monthly Management Fee: \$12,500 per month

(c) Per-Robot Fee: \$250 per robot per month

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2 ****Payment Terms.**** All fees are due within 30 days of invoice date.

4. 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 12-mon

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

(a) For convenience upon 90 days' written notice

(b) For material breach upon 30 days' written notice if uncured

5. INTELLECTUAL PROPERTY

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1 ****Ownership.**** NaviFloor retains all rights to the NaviFloor Platform and

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2 ****License Grant.**** NaviFloor grants Customer a non-exclusive license to

6. CONFIDENTIALITY

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1 ****Confidential Information.**** Each party shall protect the other's confidential

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2 ****Exclusions.**** Confidentiality obligations do not apply to information that

(a) Publicly available through no fault of receiving party

(b) Independently developed

(c) Rightfully received from third parties

7. WARRANTIES AND LIMITATIONS

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1 ****Limited Warranty.**** NaviFloor warrants that Services will be performed

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2 ****Disclaimer.**** EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERV

8. INDEMNIFICATION AND INSURANCE

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1 ****Mutual Indemnification.**** Each party shall indemnify the other against

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2 ****Insurance.**** NaviFloor shall maintain commercial general liability insur

9. GENERAL PROVISIONS

- - 8 -

1 ****Force Majeure.**** Neither party shall be liable for delays due to circumstances beyond its control.

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2 ****Assignment.**** Neither party may assign this Agreement without prior written consent of the other party.

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

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4 ****Entire Agreement.**** This Agreement constitutes the entire understanding between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.
Date.

NAVIFLOOR ROBOTICS, INC.

By: - 9 -

Name: Dr. Sarah Chen

Title: Chief Executive Officer

Date:

NORTHERN TOOL & EQUIPMENT COMPANY, INC.

By:

Name:

Title:

Date:

