

# DEPLOYMENT SCOPE AGREEMENT - WHOLE FOODS

## DEPLOYMENT SCOPE AGREEMENT

THIS DEPLOYMENT SCOPE AGREEMENT (the "Agreement") is made as of February 15, 2024 (the "Effective Date"), by and between NaviFloor Robotics Inc., a Delaware corporation with its principal place of business at 2500 Innovation Drive, Boston, Massachusetts 02210 ("NaviFloor"), and Whole Foods Market, Inc., a Texas corporation with its principal place of business at 550 Bowie Street, Austin, Texas 78703 ("Client").

## RECITALS

WHEREAS, NaviFloor is engaged in the business of developing and deploying autonomous mobile robots ("AMRs") and related fleet management systems for commercial applications;

WHEREAS, Client desires to implement NaviFloor's AMR solution in certain distribution centers; and

WHEREAS, the parties desire to establish the scope, specifications, and terms governing the deployment of NaviFloor's AMR system at Client's facilities.

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

## **1. DEFINITIONS**

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1 "Authorized Facility" means Client's distribution center located at 1400 Di

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2 "Deployment Services" means the services provided by NaviFloor for the i

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3 "Documentation" means NaviFloor's user manuals, technical specifications

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4 "System" means NaviFloor's proprietary AMR fleet management platform.

## **2. DEPLOYMENT SCOPE**

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1 Initial Deployment. NaviFloor shall deploy the System at the Authorized F

(a) Ten (10) NF-350X autonomous mobile robots

(b) One (1) central fleet management server

(c) Four (4) charging stations

(d) Facility mapping and navigation infrastructure

(e) Integration with Client's warehouse management system

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2 Deployment Phases. The deployment shall occur in three phases:

Phase 1: Site assessment and preparation (4 weeks)

Phase 2: System installation and testing (6 weeks)

Phase 3: Employee training and operational transition (4 weeks)

### **3. NAVIFORM RESPONSIBILITIES**

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1 Site Assessment. NaviFloor shall:

- (a) Conduct comprehensive facility mapping
- (b) Perform RF signal analysis
- (c) Identify optimal robot paths and charging station locations
- (d) Document facility-specific requirements

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2 System Installation. NaviFloor shall:

- (a) Install all hardware components
- (b) Configure software systems
- (c) Establish network connectivity
- (d) Implement safety protocols
- (e) Conduct system testing

- - 5 -

3 Training and Support. NaviFloor shall:

- (a) Provide operator training
- (b) Train maintenance personnel
- (c) Supply Documentation
- (d) Establish support protocols

#### **4. CLIENT RESPONSIBILITIES**

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1 Facility Preparation. Client shall:

- (a) Provide facility access
- (b) Clear deployment areas
- (c) Install required power infrastructure

(d) Ensure network availability

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2 Personnel. Client shall:

(a) Designate project coordinator

(b) Provide maintenance staff

(c) Ensure operator availability for training

## **5. ACCEPTANCE CRITERIA**

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1 System acceptance shall be based on:

(a) Successful completion of all deployment phases

(b) Achievement of 98% system uptime during testing

(c) Demonstration of specified throughput metrics

(d) Completion of safety certification

## **6. TIMELINE AND MILESTONES**

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1 Project Schedule:

(a) Deployment Start Date: March 1, 2024

(b) Phase 1 Completion: March 29, 2024

(c) Phase 2 Completion: May 10, 2024

(d) Phase 3 Completion: June 7, 2024

## **7. FEES AND PAYMENT**

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1 Deployment Fees: \$750,000, payable as follows:



(a) 40% upon execution

(b) 30% upon Phase 2 completion

(c) 30% upon final acceptance

## **8. WARRANTIES AND LIMITATIONS**

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1 NaviFloor warrants that:

(a) Deployment Services will be performed in a professional manner

(b) System will perform according to specifications

(c) Components will be free from defects for 12 months

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2 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR AN

## **9. TERM AND TERMINATION**

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

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2 Termination. Either party may terminate for material breach upon 30 days'

## **10. GENERAL PROVISIONS**

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

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2 Assignment. Neither party may assign without prior written consent.

- - 10 -

3 Entire Agreement. This Agreement constitutes the complete understanding

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

NAVIFLOOR ROBOTICS, INC.

**By:**

Name: Richard Torres

Title: Chief Operating Officer

**Date:**

WHOLE FOODS MARKET, INC.

**By:**

**Name:** 11 -

**Title:**

**Date:**

