

AMR INTEGRATION CONTRACT - NIKE GLOBAL LOGISTICS

AMR INTEGRATION CONTRACT

NIKE GLOBAL LOGISTICS FACILITY AUTOMATIC

THIS INTEGRATION CONTRACT (the "Agreement") is made effective as of January 1, 2024 (the "Effective Date")

BETWEEN:

NaviFloor Robotics, Inc., a Delaware corporation with its principal place of business at 10000 NaviFloor Drive, Suite 100, San Diego, California 92121

AND:

NIKE, Inc., an Oregon corporation with its principal place of business a

RECITALS

WHEREAS, NaviFloor specializes in the development, deployment, and integration of autonomous mobile robots (AMRs) utilizing proprietary terrain-mapping and navigation technology;

WHEREAS, Nike desires to implement an automated logistics solution at its Memphis Global Logistics Center ("Facility") using NaviFloor's AMR technology;

WHEREAS, the parties wish to establish the terms and conditions under which NaviFloor will provide and integrate its AMR solution into Nike's operations;

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 twenty-five (25) NaviFloor NT-750 a

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2 "Integration Services" means the services provided by NaviFloor to implemen

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3 "NaviFloor Platform" means Provider's proprietary fleet management softw

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4 "Performance Standards" means the operational metrics detailed in Exhibit

2. SCOPE OF SERVICES

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1 ****Implementation Services****

Provider shall:

- (a) Deploy the AMR Fleet at the Facility
- (b) Install and configure the NaviFloor Platform
- (c) Integrate with Client's warehouse management system
- (d) Provide terrain mapping and navigation optimization
- (e) Conduct system testing and validation

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2 ****Training Services****

Provider shall deliver:

- (a) Operator training for up to 50 Client personnel
- (b) Administrator training for up to 10 Client personnel

(c) Maintenance training for up to 15 Client personnel

3. IMPLEMENTATION TIMELINE

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1 The implementation shall proceed according to the following schedule:

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Phase 1: Site Assessment and Mapping (4 weeks)

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Phase 2: Initial AMR Deployment (8 weeks)

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Phase 3: System Integration (6 weeks)

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Phase 4: Testing and Optimization (4 weeks)

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2 Total implementation period shall not exceed 22 weeks from the Effective

4. COMPENSATION

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1 ****Implementation Fees****

Client shall pay Provider:

(a) \$2,750,000 for the AMR Fleet

(b) \$450,000 for Integration Services

(c) \$175,000 for Training Services

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2 ****Payment Schedule****

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30% upon contract execution

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40% upon completion of Phase 2

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30% upon final acceptance

5. PERFORMANCE GUARANTEES

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1 Provider warrants that the AMR Fleet shall:

(a) Maintain 98% uptime during operational hours

(b) Achieve 99.9% navigation accuracy

(c) Process 250 moves per hour per AMR

(d) Operate continuously for 12 hours per charge

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2 Failure to meet Performance Standards shall result in service credits as deta

6. MAINTENANCE AND SUPPORT

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1 Provider shall provide:

- (a) 24/7 remote monitoring and support
- (b) Quarterly preventive maintenance
- (c) Software updates and patches
- (d) Emergency on-site support within 4 hours

7. INTELLECTUAL PROPERTY

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1 Provider retains all rights to:

(a) NaviFloor Platform

(b) Terrain mapping algorithms

(c) Navigation technology

(d) Associated patents and trade secrets

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2 Client receives a non-exclusive license to use the NaviFloor Platform for th

8. CONFIDENTIALITY

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1 Each party shall protect Confidential Information using the same degree of

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2 Confidentiality obligations survive termination for 5 years.

9. LIMITATION OF LIABILITY

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1 Provider's aggregate liability shall not exceed fees paid in the preceding 12

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2 Neither party shall be liable for indirect, consequential, or punitive damages

10. TERM AND TERMINATION

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1 Initial term of 36 months from the Effective Date.

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2 Automatic renewal for 12-month periods unless terminated with 90 days' notice.

11. GOVERNING LAW

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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.

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:

NIKE, Inc.

By:

Name:

Title:

Date:

[Exhibits A and B to follow]

