

TECHNICAL ASSESSMENT CONTRACT - LOWE'S DISTRIBUTION

TECHNICAL ASSESSMENT CONTRACT

Lowe's Distribution Center Integration Assessment

THIS TECHNICAL ASSESSMENT CONTRACT (the "Agreement") is made this 15th day of February, 2024 (the "Effective Date"), by and between:

NaviFloor Robotics, Inc., a Delaware corporation with its principal place of business at 1000 N. Main Street, Suite 100, Raleigh, North Carolina 27601

and

Lowe's Companies, Inc., a North Carolina corporation with its principal place of business at 1000 N. Main Street, Suite 100, Raleigh, North Carolina 27601

1. RECITALS

WHEREAS, NaviFloor specializes in autonomous mobile robot (AMR) systems and laser-based terrain-mapping technology for industrial applications;

WHEREAS, Lowe's seeks to evaluate the potential implementation of AMR within its distribution center network;

WHEREAS, Lowe's desires to engage NaviFloor to conduct a comprehensive assessment of its Plainfield, Indiana distribution center (the "Facility") for potential AMR integration;

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

2. SCOPE OF SERVICES

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1 ****Assessment Services****. NaviFloor shall provide the following technical

(a) Comprehensive facility mapping and terrain analysis using proprietary LiDAR technology

(b) Traffic flow analysis and optimization modeling

(c) Integration feasibility assessment for existing warehouse management systems

(d) Safety protocol evaluation and recommendations

(e) ROI analysis and deployment recommendations

(f) Technical specifications for proposed AMR implementation

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2 ****Deliverables****. NaviFloor shall provide:

(a) Detailed technical assessment report

(b) 3D facility mapping data

(c) Integration architecture proposal

(d) Implementation timeline and cost projections

(e) Safety compliance documentation

(f) Training requirements assessment

3. TIMELINE AND PERFORMANCE

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1 The assessment shall commence within fourteen (14) days of the Effective

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2 NaviFloor shall complete all services within sixty (60) days of commencen

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3 Time_{iq} of the essence in the performance of this Agreement.

4. COMPENSATION

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1 ****Assessment Fee****. Lowe's shall pay NaviFloor a fixed fee of \$175,000 for

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2 ****Payment Schedule****:

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40% (\$70,000) upon contract execution

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30% (\$52,500) upon completion of facility mapping

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30% (\$52,500) upon delivery of final assessment report

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3 **Expenses**. Reasonable travel and accommodation expenses shall be re

5. INTELLECTUAL PROPERTY

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1 **Pre-existing IP**. Each party retains all rights to pre-existing intellectual

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2 **Assessment Data**. All facility mapping data and assessment findings s

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3 **License Grant**. NaviFloor grants Lowe's a non-exclusive license to use

6. CONFIDENTIALITY

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1 All information exchanged during the assessment shall be deemed confidential

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2 Neither party shall disclose confidential information without prior written consent

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3 Confidentiality obligations survive termination for three (3) years.

7. WARRANTIES AND LIMITATIONS

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1 NaviFloor warrants that services will be performed in a professional manner

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2 EXCEPT AS EXPRESSLY STATED HEREIN, NAVIFLOOR MAKES NO WARRANTY

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3 Neither party's liability shall exceed the total contract value.

8. TERMINATION

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1 Either party may terminate for material breach upon 30 days' written notice

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2 Lowe's may terminate for convenience upon 15 days' notice with payment

9. INSURANCE

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1 NaviFloor shall maintain:

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Commercial General Liability: \$2,000,000 per occurrence

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Professional Liability: \$5,000,000 aggregate

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Workers' Compensation: As required by law

10. GENERAL PROVISIONS

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1 ****Assignment****. Neither party may assign without written consent.

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2 ****Governing Law****. This Agreement is governed by North Carolina law.

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3 ****Dispute Resolution****. Disputes shall be resolved in Mecklenburg County.

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4 ****Force Majeure****. Neither party is liable for delays due to circumstances

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5 ****Entire Agreement****. This Agreement constitutes the complete understand

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6 ****Amendments****. Modifications require written agreement of both parties

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: - 10 -

Lowe's Companies, Inc.

By:

Name:

Title:

Date:

