

FACILITY ASSESSMENT AGREEMENT - WALGREENS DC

FACILITY ASSESSMENT AGREEMENT

THIS FACILITY ASSESSMENT AGREEMENT (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 2500 Innovation Drive, Boston, Massachusetts 02210 ("NaviFloor"), and Walgreens, a Delaware corporation ("Client"), for the facility located at 1250 Distribution Way, Anderson, South Carolina 29621 (the "Facility").

1. PURPOSE AND SCOPE

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1 Client desires to engage NaviFloor to conduct a comprehensive facility assessment

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2 The assessment shall include, but not be limited to:

- (a) Floor surface analysis and mapping
- (b) Traffic pattern evaluation
- (c) Wireless network coverage assessment
- (d) Structural obstacle identification
- (e) Integration point analysis
- (f) Safety system evaluation
- (g) Environmental condition assessment

2. ASSESSMENT SERVICES

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1 NaviFloor shall provide the following services (collectively, the "Services")

- (a) Deploy a technical assessment team for on-site evaluation
- (b) Conduct LiDAR-based spatial mapping of the Facility
- (c) Perform wireless signal strength testing throughout operational areas
- (d) Document existing automation systems and integration requirements
- (e) Analyze floor composition and surface variations
- (f) Evaluate material handling workflows and patterns
- (g) Prepare detailed assessment report with implementation recommendations

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2 Timeline. The assessment shall be completed within forty-five (45) business days.

3. CLIENT OBLIGATIONS

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1 Client shall:

- (a) Provide full access to the Facility during normal business hours
- (b) Designate a primary point of contact for coordination
- (c) Furnish existing facility documentation and floor plans
- (d) Ensure availability of relevant personnel for interviews
- (e) Provide necessary security clearances for NaviFloor personnel
- (f) Maintain normal operating conditions during assessment

4. FEES AND PAYMENT

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1 Assessment Fee. Client shall pay NaviFloor a fixed fee of seventy-five thousand

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2 Payment Schedule:

(a) 50% upon execution of this Agreement

(b) 50% upon delivery of the final assessment report

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3 Expenses. Client shall reimburse reasonable travel and accommodation exp

5. CONFIDENTIALITY

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1 Each party shall maintain the confidentiality of all non-public information

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2 NaviFloor may use anonymized data from the assessment for internal resea

6. INTELLECTUAL PROPERTY

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1 All pre-existing intellectual property remains the property of its original owner

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2 Assessment deliverables, including maps, analyses, and recommendations, shall be the property of NaviFloor

7. REPRESENTATIONS AND WARRANTIES

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1 NaviFloor warrants that:

(a) It has the expertise to perform the Services professionally

(b) The Services will be performed in accordance with industry standards

(c) It will comply with all applicable laws and regulations

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2 Client warrants that:

- (a) It has the authority to enter into this Agreement
- (b) It will provide accurate facility information
- (c) It has obtained necessary internal approvals

8. LIMITATION OF LIABILITY

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1 Neither party shall be liable for indirect, incidental, or consequential damages.

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2 NaviFloor's total liability shall not exceed the amounts paid under this Agreement.

9. TERM AND TERMINATION

- - 7 -

1 This Agreement shall commence on the Effective Date and continue until c

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2 Either party may terminate for material breach upon thirty (30) days' writte

10. GENERAL PROVISIONS

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1 This Agreement represents the entire understanding between the parties.

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2 Any modifications must be in writing and signed by both parties.

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3 This Agreement shall be governed by the laws of the State of Delaware.

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4 Any disputes shall be resolved in the state or federal courts located in Delaware.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and at the place set forth below.
Date.

NAVIFLOOR ROBOTICS, INC.

By:

Name: James Wilson

Title: Chief Financial Officer

Date:

WALGREENS CO.

By:

Name: 9 -

Title:

Date:

