

# **INTEGRATION AGREEMENT - MOTION INDUSTRIES**

## **INTEGRATION AGREEMENT**

THIS INTEGRATION AGREEMENT (the "Agreement") is made and entered into as of January 15, 2024 (the "Effective Date"), by and between NaviFloor Robotics Inc., a Delaware corporation with its principal place of business at 2500 Innovation Drive, Wilmington, Delaware 19801 ("NaviFloor"), and Motion Industries, Inc., a Delaware corporation with its principal place of business at 1605 Automation Way, Atlanta, Georgia 30318 ("Motion").

## **RECITALS**

WHEREAS, NaviFloor has developed proprietary autonomous mobile robot technology incorporating advanced terrain-mapping and navigation systems ("NaviFloor Technology");

WHEREAS, Motion desires to integrate the NaviFloor Technology into its e warehouse management systems and automated material handling solutions;

WHEREAS, the parties desire to establish the terms and conditions under which such integration shall occur.

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

## **1. DEFINITIONS**

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1 "Documentation" means all technical specifications, user manuals, and imp

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

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3 "Motion Systems" means Motion's proprietary warehouse management and

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4 "Specifications" means the technical requirements and performance criteria

## **2. INTEGRATION SERVICES**

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1 **\*\*Scope of Services.\*\*** NaviFloor shall provide the Integration Services ac

(a) System architecture design and implementation planning;

- (b) API development and customization;
- (c) On-site deployment and testing;
- (d) Staff training and knowledge transfer;
- (e) Post-implementation support.

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2 **\*\*Project Management.\*\*** Each party shall designate a Project Manager re

### **3. RESPONSIBILITIES**

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1 **\*\*NaviFloor Responsibilities.\*\*** NaviFloor shall:

- (a) Provide all necessary Documentation;
- (b) Make available qualified technical personnel;

- (c) Deliver Integration Services according to the Specifications;
- (d) Maintain communication protocols;
- (e) Provide error correction and troubleshooting support.

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2 **\*\*Motion Responsibilities.\*\*** Motion shall:

- (a) Provide access to relevant systems and facilities;
- (b) Make available necessary technical personnel;
- (c) Supply test environments and data;
- (d) Participate in testing and validation;
- (e) Obtain any required third-party consents.

## **4. INTELLECTUAL PROPERTY**

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1 **\*\*Ownership.\*\*** Each party retains all rights in its pre-existing intellectual

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2 **\*\*License Grant.\*\*** NaviFloor grants Motion a non-exclusive, non-transfer

## 5. COMPENSATION

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1 **\*\*Integration Fees.\*\*** Motion shall pay NaviFloor integration fees as speci

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2 **\*\*Payment Terms.\*\*** Payments shall be made according to the following s

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30% upon execution of this Agreement

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40% upon completion of system integration

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30% upon final acceptance

## **6. CONFIDENTIALITY**

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1 Each party shall protect the other's confidential information with the same

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2 The confidentiality obligations shall survive for five (5) years following ter

## **7. WARRANTIES AND LIMITATIONS**

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1 **\*\*NaviFloor Warranties.\*\*** NaviFloor warrants that:

(a) The Integration Services will conform to the Specifications;

(b) The NaviFloor Technology will perform substantially as described in the Documentation.

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2 **\*\*Disclaimer.\*\*** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER

## 8. TERM AND TERMINATION

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

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2 Either party may terminate this Agreement upon thirty (30) days' written n

## 9. INDEMNIFICATION



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1 Each party shall indemnify the other against third-party claims arising from

## **10. GENERAL PROVISIONS**

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1 **\*\*Force Majeure.\*\*** Neither party shall be liable for delays caused by even

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2 **\*\*Assignment.\*\*** Neither party may assign this Agreement without the oth

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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

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:**

MOTION INDUSTRIES, INC.

**By:**

**Name:**

**Title:**

**Date:** - 10 -

[Note: Exhibits A, B, and C to be attached]

