

PILOT PROGRAM CONTRACT - AUTOZONE DISTRIBUTION

PILOT PROGRAM CONTRACT - AUTOZONE

THIS PILOT PROGRAM CONTRACT (the "Agreement") is made effective
1, 2024 (the "Effective Date"), by and between:

NAVIFLOOR ROBOTICS, INC., a Delaware corporation with its principal
business at 2500 Innovation Drive, Boston, Massachusetts 02210 ("NaviFloor")

and

AUTOZONE PARTS, INC., a Tennessee corporation with its principal place
business at 123 AutoZone Way, Memphis, Tennessee 38103 ("AutoZone")

RECITALS

WHEREAS, NaviFloor has developed proprietary autonomous mobile robots and fleet management systems for warehouse automation;

WHEREAS, AutoZone desires to evaluate NaviFloor's AMR technology in its Distribution Center ("Pilot Facility") through a controlled pilot program; and

WHEREAS, the parties wish to establish terms and conditions under which the pilot program will be conducted.

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

1. DEFINITIONS

- - 2 -

1 "Pilot Program" means the temporary deployment and evaluation of NaviF

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2 "AMR System" means NaviFloor's autonomous mobile robots, fleet manag

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3 "Pilot Period" means the 90-day period commencing on the Installation Da

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4 "Installation Date" means the date when the AMR System is fully installed

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5 "Success Criteria" means the performance metrics and evaluation criteria s

2. PILOT PROGRAM SCOPE

- - 3 -

1 ****Equipment Deployment****: NaviFloor shall deploy three (3) AMR units

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2 ****Installation Services****: NaviFloor shall provide:

- (a) Site assessment and floor mapping
- (b) AMR System installation and configuration
- (c) Integration with existing warehouse management systems
- (d) Initial staff training and documentation

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3 ****Support Services****: NaviFloor shall provide:

- (a) 24/7 remote technical support
- (b) On-site support within 4 hours of critical issues
- (c) Weekly performance analysis and optimization

(d) Bi-weekly progress meetings

3. AUTOZONE RESPONSIBILITIES

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1 AutoZone shall:

- (a) Provide designated floor space and charging stations
- (b) Ensure facility network connectivity
- (c) Assign dedicated staff for training and operation
- (d) Maintain facility conditions per NaviFloor specifications
- (e) Provide access to relevant operational data

4. FINANCIAL TERMS

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1 ****Pilot Program Fee****: AutoZone shall pay a pilot program fee of \$75,000

(a) 50% upon contract execution

(b) 50% upon Installation Date

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2 ****Operating Costs****: Each party shall bear its own costs during the Pilot Program

5. INTELLECTUAL PROPERTY

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1 ****Ownership****: All intellectual property rights in the AMR System remain with AutoZone

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2 ****Data Rights****: Performance data generated during the Pilot Program shall be the property of AutoZone

6. CONFIDENTIALITY

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

7. TERM AND TERMINATION

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1 This Agreement commences on the Effective Date and continues until the c

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2 Either party may terminate this Agreement upon 30 days' written notice.

8. COMMERCIAL DEPLOYMENT OPTION

- - 7 -

1 Upon successful completion of the Pilot Program, AutoZone shall have the

9. LIABILITY AND INSURANCE

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1 ****Limitation of Liability****: Neither party shall be liable for indirect, conse

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2 ****Insurance****: NaviFloor shall maintain commercial general liability insu

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 this Agreement without prior w

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3 ****Force Majeure****: Neither party shall be liable for delays due to circum

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4 ****Entire Agreement****: This Agreement constitutes the entire understandin

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5 ****Amendments****: Modifications require written agreement signed by both

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

NAVIFLOOR ROBOTICS, INC.

By: - 9 -

Name: Richard Torres

Title: Chief Operating Officer

Date:

AUTOZONE PARTS, INC.

By:

Name:

Title:

Date:

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

