

# **SAFETY CERTIFICATION AGREEMENT**

## **SAFETY CERTIFICATION AGREEMENT**

THIS SAFETY CERTIFICATION AGREEMENT (the "Agreement") is made as of February 15, 2024 (the "Effective Date"), by and between:

NAVIFLOOR ROBOTICS, INC., a Delaware corporation with its principal business at 2500 Innovation Drive, Wilmington, Delaware 19801 ("Navifloor")

and

PET SMART, INC., a Delaware corporation with its principal place of business at 19601 North 27th Avenue, Phoenix, Arizona 85027 ("PetSmart")

(each a "Party" and collectively the "Parties")

## **RECITALS**

WHEREAS, NaviFloor develops and manufactures autonomous mobile robots ("AMRs") utilizing proprietary terrain-mapping and navigation technology for commercial applications;

WHEREAS, PetSmart operates retail stores and distribution centers and seeks to implement automated logistics solutions;

WHEREAS, PetSmart desires to implement NaviFloor's AMR systems in its retail stores and distribution centers and requires certification of safety compliance; and

WHEREAS, the Parties wish to establish terms and conditions governing the implementation and certification process for NaviFloor's AMR systems.

NOW, ~~THE~~ <sup>2</sup>HEREFORE, in consideration of the mutual covenants contained herein,  
Parties agree as follows:

## 1. DEFINITIONS

1 "Applicable Safety Standards" means ANSI/RIA R15.08-1-2020, ISO 10218-1:2011, and ISO 10218-2:2011.

2 "Certification Process" means the comprehensive safety evaluation and testing required by applicable safety standards.

3 "NaviFloor System" means the AMR-7000 Series robots and associated software.

4 "Safety Documentation" means all technical specifications, test results, and other documents required for certification.

## 2. CERTIFICATION REQUIREMENTS

1 Safety Standards Compliance

NaviFloor shall ensure that the NaviFloor System complies with all Applicable Safety Standards and shall maintain current certification documentation throughout the term of this Agreement.

## 2 Testing Requirements

(a) NaviFloor shall conduct comprehensive safety testing as specified in Section 2.A.

(b) Testing shall be performed by qualified personnel or approved third-party testing facilities.

(c) All test results shall be documented and provided to PetSmart within 30 days of completion.

## 3 Documentation Requirements

NaviFloor shall maintain and provide:

(a) Complete technical documentation of safety features

- (b) Risk assessment reports
- (c) Test protocols and results
- (d) Certification of compliance with Applicable Safety Standards
- (e) Incident reporting procedures
- (f) Emergency response protocols

### **3. CERTIFICATION PROCESS**

#### **1 Initial Certification**

- (a) NaviFloor shall complete initial safety certification within 90 days of the Effective Date.
- (b) PetSmart shall have the right to observe testing procedures upon 10 business days notice.
- (c) NaviFloor shall promptly address any deficiencies identified during the certification process.

## 2 Periodic Recertification

- (a) Safety recertification shall occur annually or upon material system modifications.
- (b) NaviFloor shall provide 30 days' advance notice of recertification to the client.
- (c) Recertification results shall be submitted within 15 days of completion.

## 4. SAFETY MONITORING AND REPORTING

### 1 Continuous Monitoring

NaviFloor shall implement continuous safety monitoring systems that:

- (a) Track system performance metrics
- (b) Record safety-related incidents
- (c) Monitor compliance with operational parameters
- (d) Generate automated safety reports

## 2 Incident Reporting

NaviFloor shall:

- (a) Report safety incidents within 24 hours of occurrence
- (b) Provide detailed incident analysis within 5 business days
- (c) Implement corrective actions as needed
- (d) Maintain incident logs for review by PetSmart

## 5. REPRESENTATIONS AND WARRANTIES

1 NaviFloor represents and warrants that:

- (a) The NaviFloor System meets all Applicable Safety Standards
- (b) Safety testing procedures comply with industry best practices
- (c) All safety documentation is complete and accurate
- (d) Personnel conducting testing are properly qualified

2 PetSmart represents and warrants that:

- (a) It will operate the NaviFloor System as specified in documentation
- (b) It will maintain required safety training for personnel
- (c) It will promptly report safety concerns to NaviFloor

## **6. TERM AND TERMINATION**

### **1 Term**

This Agreement shall commence on the Effective Date and continue for            years, with automatic one-year renewals unless terminated by either Party.

### **2 Termination**

Either Party may terminate this Agreement:

- (a) Upon 90 days' written notice



(b) Immediately for material breach

(c) Upon failure to maintain required certifications

## **7. MISCELLANEOUS**

### **1 Governing Law**

This Agreement shall be governed by Delaware law.

### **2 Assignment**

Neither Party may assign this Agreement without prior written consent

### **3 Amendments**

This Agreement may only be modified in writing signed by both Parties

### **4 Entire Agreement**

This Agreement constitutes the entire understanding between the Parties regarding safety certification.

IN WITNESS WHEREOF, the Parties have executed this Agreement  
Date.

NAVIFLOOR ROBOTICS, INC.

**By:**

Name: Dr. Sarah Chen

Title: Chief Executive Officer

**Date:**

PET SMART, INC.

**By:**

Name: {Authorized Officer}

Title: [Title]

**Date:**

