

**DEPLOYMENT MILESTONE CONTRACT - MENARDS**

**DEPLOYMENT MILESTONE CONTRACT**

THIS DEPLOYMENT MILESTONE 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 2500 Innovation Drive, Wilmington, DE 19801 ("NaviFloor")

and

Menard, Inc., a Wisconsin corporation with its principal place of business at 5101 Menard Drive, Eau Claire, WI 54703 ("Menards")

## **RECITALS**

WHEREAS, NaviFloor provides autonomous mobile robots ("AMRs") and fleet management solutions for industrial applications;

WHEREAS, Menards desires to implement NaviFloor's AMR solution across its distribution centers;

WHEREAS, the parties wish to establish specific deployment milestones and associated payment terms for the implementation;

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

## **1. DEFINITIONS**

- - 2 -

1 "Acceptance Criteria" means the specific performance metrics and operational

-

2 "Deployment Location" means each Menards distribution center where NaviFloor

-

3 "Implementation Period" means the period beginning on the Effective Date and

-

4 "Milestone" means each specific deployment objective defined in Section 3.1

-

5 "System" means NaviFloor's complete AMR solution, including hardware, software,

## **2. SCOPE OF DEPLOYMENT**

- - 3 -

1 NaviFloor shall implement the System at the following Deployment Locations:

- a) Eau Claire Distribution Center (Wisconsin)
- b) Holiday City Distribution Center (Ohio)
- c) Plano Distribution Center (Illinois)
- d) Marshall Distribution Center (Minnesota)

-

2 Each Deployment Location implementation shall include:

- a) Installation of NaviFloor's terrain-mapping infrastructure
- b) Deployment of 12 AMR units
- c) Integration with existing warehouse management systems
- d) Staff training and certification
- e) Performance validation and testing

3. DEPLOYMENT MILESTONES

-

1 Milestone 1: Site Assessment and Planning

-

Completion Date: March 15, 2024

-

Deliverables: Detailed site surveys, implementation plans, and infrastructure

-

Payment: \$750,000

-

2 Milestone 2: Eau Claire Pilot Implementation

-

Completion Date: May 1, 2024

- - 5 -

Deliverables: Full system deployment and acceptance at Eau Claire location

-

Payment: \$1,250,000

-

3 Milestone 3: Holiday City Implementation

-

Completion Date: July 1, 2024

-

Deliverables: Full system deployment and acceptance at Holiday City location

-

Payment: \$1,250,000

-

4 Milestone 4: Plano Implementation

- - 6 -

Completion Date: September 1, 2024

-

Deliverables: Full system deployment and acceptance at Plano location

-

Payment: \$1,250,000

-

5 Milestone 5: Marshall Implementation

-

Completion Date: November 1, 2024

-

Deliverables: Full system deployment and acceptance at Marshall location

-

Payment: \$1,250,000

#### **4. ACCEPTANCE TESTING**

-

1 Each Milestone shall be subject to acceptance testing according to the Acceptance Testing Protocol.

-

2 Menards shall have fifteen (15) business days following completion of each Milestone to conduct acceptance testing.

-

3 NaviFloor shall remedy any deficiencies identified during acceptance testing within fifteen (15) business days.

#### **5. PAYMENT TERMS**

-

1 Total contract value: \$5,750,000



- - 8 -

2 Payment Schedule:

- a) Milestone payments as specified in Section 3
- b) Net 30 days from acceptance of each Milestone
- c) 10% holdback from each payment, released upon Final Acceptance

## **6. WARRANTIES AND REPRESENTATIONS**

-

1 NaviFloor warrants that:

- a) The System will perform according to specifications
- b) All services will be performed in a professional manner
- c) It has all necessary rights and licenses

-

2 Menards warrants that:

- a) It will provide necessary access and cooperation
- b) It has authority to enter into this Agreement

## **7. TERMINATION**

-

1 Either party may terminate this Agreement for material breach upon 30 days' written notice, subject to the following:

-

2 Menards may terminate for convenience upon 60 days' written notice, subject to the following:

## **8. LIMITATION OF LIABILITY**

-

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

-

2 NaviFloor's total liability shall not exceed the total contract value.

## **9. CONFIDENTIALITY**

-

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

-

2 Confidentiality obligations shall survive for three (3) years following termi

## **10. GENERAL PROVISIONS**

-

1 This Agreement shall be governed by Delaware law.

-

2 Any disputes shall be resolved in the state or federal courts of Delaware.

-

3 This Agreement may be amended only in writing signed by both parties.

-

4 Neither party may assign this Agreement without the other's written consent.

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:**

MENARD, INC.

**By:**

**Name:**

**Title:**

**Date:**

